



STATE BANK OF INDIA
PREMISES AND ESTATE DEPARTMENT
4th Floor, Local Head Office, 'Circle Top House', 16, College Lane, Chennai – 600 006.

INVITES ONLINE “PERCENTAGE RATE” TENDER SUBMISSION

FOR

**EXTERNAL ELECTRICAL WORKS FOR THE SBILD
AT COOKS ROAD, CHENNAI**

- **ALL THE BIDDERS SHOULD HAVE DIGITAL SIGNATURE WITH ENCRYPTION.**
- **BOTH TECHNICAL, PRICE BID & OTHER REQUIRED DOCUMENTS ARE TO BE SUBMITTED ONLINE ONLY.**
- **TENDER IS NOT REQUIRED TO BE SENT TO US IN HARD COPY.**

TECHNICAL BID (Vol 1)

Name of The Tenderer:

Address:

.....

.....

GSTIN:

C O N T E N T S

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Technical Bid Vol 2	Separate file attached
Declaration cum undertaking (to be printed in contractor's letter head, signed, stamped, scanned and uploaded)	Separate file attached
Note: <u>Please do not submit the following formats.</u> They are enclosed for the information of the bidders and for the use of successful bidder during the execution of the works. i) Proforma of site order book ii) Proforma for application by Contractor for extension of time iii) Proforma for Hindrance register iv) Agreement to be signed between Bank and Contractor	
	Separate file attached

CHECK LIST OF DOCUMENTS TO BE SUBMITTED ONLINE

Preferably scan the documents in colour PDF format, compress and upload.
This will reduce the file size and facilitate the bidders for fast and easier uploading in the online portal.

Sr. No.	PARTICULARS	SUBMITTED (Y or N)
1	Technical Bid – Vol 1. This tender notice (Page no:1-43) duly signed and stamped on all pages.	
2	Technical bid - Vol 2 duly signed and stamped on all pages.	
3	EMD and Declaration cum undertaking (in contractor's letter head)	
4	Annexure: List of major "electrical works" under execution	

BRIEF PARTICULARS OF THE WORK

1.0 State Bank of India is constructing a building for **State Bank Institute of Learning & Development (SBILD)** on its land located in Cooks Road, Perambur, Chennai.

1.1 The building will be RCC framed structure and will have Ground + 3 floors having BUA of approximately 1,10,000 sq. ft. The building shall be used for conducting training programmes for the various categories of employees.

1.2 SBI intends to obtain Green rating for the proposed SBILD building either from GRIHA or IGBC for which separate Green Consultant has been appointed. Contractor has to work in coordination with the Project Architect and the Green Consultant to achieve the required rating.

1.3 The approximate cost of **External** Electrical works is **Rs.1.88 Crores**.

1.4 The proposed works are to be completed in all respects on fast track. The time allowed for completion of the work is 6 months.

1.5 SBI invites online bids from the bona-fide, resourceful and experienced contractor / firm who have been prequalified for the proposed works.

1.6 The online price bid will be opened, and the successful L1 tenderer will be awarded.

1.7 The contractor who has been awarded with the project has to enter into Agreement with the Bank.

1.8 All drawings (Architectural and MEP Services) for the work shall be made available to the prequalified applicants by the project Architects engaged by SBI.

1.9 The scope of the work includes Supply, installation, testing and commissioning of the HT/LT panels, Transformer, Changeover, APFC panels, HT/LT cables etc. and obtaining power sanction from the TANGEDCO, getting the NOC from the CEA/CEIG and energizing the installations. The detailed scope is mentioned in the BOQ/Price Bid.

1.10 The Work shall, in general be executed as per specification, relevant Indian Standard (IS) Codes, NBC etc., drawn by the Architect etc.; However for all specialized items of work, the Contractor shall be required to engage specialized agencies for such items of work with prior approval of SBI / Architects as per the criteria in the tender document.

NOTICE INVITING TENDER

1.	Name of the Work	EXTERNAL ELECTRICAL WORKS FOR THE SBILD AT COOKS ROAD, CHENNAI
2.	Cost of tender documents	- Nil -
3.	Eligibility of the contractor	Contractors who applied earlier in response to our NIT No. PRE202609003 dated 06.09.2026 and were prequalified for the above work are eligible to apply.
4.	Earnest Money Deposit. (EMD)	Rs.1,88,000/- (Rupees One lakhs eighty eight thousands only) MSEs are exempted from submission of EMD. DD or Banker's Cheque in favour of "State Bank of India Payable at Chennai" or BG
5.	Time of Completion of the Work	180 Days from the from the 15 th day of offer of written order to commence the work by the Architect or the date on which the site is handed over to the Contractor whichever is later.
6.	Date of download of tender documents from e-tender portal	https://sbi.bank.in/web/sbi-in-the-news/procurement-news and e-Tender Portal: https://www.tenderwizard.com/sbietender From 20.08.2026 to 03.09.2026 up to 12:00 PM
7.	Last date and time for receipt of written queries for clarification	Up to 18:00 hrs on 26.08.2026 only via e-mail.
8.	Pre-bid Meeting - Date and time	At 15.30 hrs on 27.08.2026 in the office of Assistant General Manager (P&E), State Bank of India, 4th Floor, Local Head Office, No.16, College Lane, Chennai – 600 006
9.	Replies to the queries will be published as a Corrigendum in the e-tender portal only	28.08.2026
10.	Last date and time for submission of online technical and price bids at https://www.tenderwizard.com/sbietender	On or before 03.09.2026 by 3.00 P.M.
11.	Date and Time of opening of Technical Bid. The price bid of the eligible tenderers will be opened on a subsequent day and the same shall be intimated to the bidders.	03.09.2026 at 3.15 P.M.
12.	Address of opening of e-tender	Assistant General Manager, State Bank of India, Premises & Estate Department, 4 th Floor, Local head office, Chennai 600 006
13.	EMD to be submitted at:	<u>Scanned copy of the EMD should be</u> uploaded along with the technical bid and <u>EMD</u> should be <u>submitted physically</u> at above

		mentioned address before due date and time. Technical Bid of those firms / contractors <u>who do not submit EMD shall be rejected.</u>
14	Initial Security Deposit (ISD)	2% of the contract value including EMD.
15	Total Security Deposit	Total security deposit shall be 5% of Contract value including the ISD and EMD.
16	Additional Security Deposit (ASD)/ Additional Performance guarantee (APG)	ASD / APG shall be applicable if the Bid price is below 10% of the estimated cost put to tender. (For details refer ASD clause in Instruction to Tenderers)
17	Defects Liability Period	12 Months (Twelve months) from the date of virtual completion of the project as certified by the Architect/Consultant
18	Value of Interim Certificate	Not less than 1/8 of total Contract value and the minimum interval between two such bills shall be one month
19	Liquidated Damages for delay in completion of the work	0.5% per week or part thereof subject to maximum of 5% of total Contract value.
20	Validity of the offer	90 days from the date of opening of price bid
21	Agency for arranging online bidding. For any queries / issues with the e- tender portal, bidders to contact	<i>Antares Systems Limited</i> https://www.tenderwizard.com/sbietender Contact : 080-45982100, 9073677150, 9073677151, 9073677152 <i>Ms Sushmitha, 89519 44383</i>
22	Architect / Er. in charge Contact info (during working hours)	Ar.Ranganath , Senior Architect, M/s K.S.Ranganath Architecture, 27, Chockalinga Nagar, Chennai – 600 086
23	Bank Engineer in charge Contact info	044 2830 8415 / 8404 /8401 (during the office hours on working days i.e from 10 AM to 6 PM) agmpre.lhoche@sbi.co.in; agmelec.lhoche@sbi.co.in; kirubakran.s@sbi.co.in;

SBI reserves its right to accept any or to reject all the tenders in part or whole without assigning reasons thereof and no correspondence shall be entertained in this regard.

For and behalf of State Bank of India
Assistant General Manager (Premises & Estate)

INSTRUCTIONS TO TENDERERS

- This tender is an **online tender**. No claim for submission of offline bids will be entertained. **Offline bids will not be considered.**
- No offline / hardcopy submission.
- Only those bidders satisfying the eligibility criteria given in the NIT need to apply.
- The Bidder is advised to read carefully all instructions and conditions appearing in this document and understand them fully. All information and documents required as per the bid document must be furnished online. Failure to provide the information and/or documents as required may render the bid technically unacceptable.
- Bidders should note the number of documents - including the names and content of each of the document that need to be uploaded. The list is given in the checklist.
- **Note:** The price bid given in the tender document is for the purpose of information of the bidders and to facilitate them to work out their prices well in time for easy submission in the online portal.
- The price bid format in the tender document **should not be filled** and uploaded.
- The bids containing the BOQ with rates filled or any indication of the prices quoted by the bidder, then the bid will be rejected. The documents submitted online in the Technical Bid **should NOT contain any price information**. Such Bid, if received, will be rejected.
- Any deviations from these may lead to rejection of the bid. Bidder, in advance, should get these documents scanned in PDF format (with color option with compression which helps in reducing size of the scanned document). This will lead to a reduction in the time required for bid submission process. The bidder has to upload the required bid documents one by one as indicated in the online portal.

TENDER DOCUMENTS

The work has to be carried out strictly according to the conditions stipulated in the Tender consisting the following documents and the most workmen like manner.

Salient conditions of Contract.
Instructions to Tenderers
General conditions of Contract
Special conditions of Contract
Additional specifications
Drawings
Price bid

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 conditions of Contract
- g) Instructions to Tenderers

1.0 SUBMISSION OF BIDS:

The bids should be submitted online in the website <https://etender.sbi>. The contact details of the e-tendering agency M/s. e-Procurement Technologies Ltd is given in the NIT. Bidders are advised to contact them in case of technical difficulty in uploading

etc.,

Bidders shall possess a valid Digital Signature Certificate of Class-3 (or DSC suitable for online tendering) to enable the firms for participation in the online e-tendering.

All bidders are advised to ensure that the list of documents as required and mentioned in the checklist shall be signed, stamped, scanned and uploaded in the online portal. The bidder will submit their bid after carefully examining the whole of the bid documents, conditions of Tender, Conditions of Contract, drawings, specifications, and bill of quantities and after inspecting the site.

TENDER IS NOT REQUIRED TO BE SENT / SUBMITTED TO US IN HARD COPY

2.0 SITE VISIT:

The tenderer must obtain himself on his own responsibility and 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 to satisfy himself regarding the timeline specified, tender conditions, scope of work, availability of power, water, prevailing site conditions, transport and communication facilities, labour, the law and order situation, climatic conditions, local authorities requirement, traffic regulations etc. The tenderer will be fully responsible for considering the financial effect of any or all the factors while submitting his tender.

The Tenderer will submit their Tender after carefully examining the whole of the Tender documents and the conditions of Tender, and of Contract, Appendix to the Conditions of Contract, the drawings and specifications, the bill of quantities etc. and after inspecting the site.

Request for post-tendering changes citing ambiguity in tender specifications, terms & conditions etc. shall amount to withdrawal or Non-responsive bid/offer which shall lead to rejection with forfeiture of EMD.

3.0 PRE-BID MEETING

Pre-Bid meeting will be held at the O/o AGM (P&E), P & E Department., State Bank of India, 4th Floor, Local Head Office, No.16, College Lane, Chennai – 600 006 as per the time and date stipulated in the NIT and all the prospective bidders are requested to attend. Any discrepancies, omissions, ambiguities in the Tender documents, clarification/queries, if any, shall be listed and submitted in advance via e-mail (agmpre.lhoche@sbi.co.in). Queries will be reviewed and where information sought is not clearly indicated (or) specified the Bank will issue a clarification and issue corrigendum, if warranted, which will become part of the Contract document.

4.0 EARNEST MONEY DEPOSIT(EMD)

4.1 The bidders are requested to submit the EMD for an amount stipulated in the NIT, in the form of Demand Draft / B.C. drawn in favour of 'STATE BANK OF INDIA, LHO, CHENNAI' payable at Chennai or BG issued by any nationalized Bank other than SBI (Validity of BG shall be up to 16 months from the date of issue).

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 The Earnest Money shall be retained in the case of the successful Tenderer as part of the Security Deposit for the due fulfillment of the Contract

4.5 EMD will be refunded to unsuccessful Tenderers without any interest thereon within 30 (Thirty) days of award of Contract.

5.0 EXEMPTION FROM EMD:

The Micro and Small Enterprises (MSE)s are exempted from payment of earnest money, subject to furnishing of relevant valid certificate for claiming exemption. The MSEs must, along with their offer, provide proof of their being registered as MSE (indicating the terminal validity date of their registration) for the item tendered, with any agency mentioned in the notification of the Ministry of Micro, Small and Medium Enterprises (Ministry of MSME), indicated below:

- (a) District Industries Centres;
- (b) Khadi and Village Industries Commission;
- (c) Khadi and Village Industries Board;
- (d) Coir Board;
- (e) National Small Industries Corporation;
- (f) Directorate of Handicraft and Handloom; and
- (g) Any other body specified by the Ministry of MSME.

6.0 All the bidders are advised to quote rates excluding GST. GST shall be paid extra, as applicable at the time of interim/final bill payment.

7.0 The successful tenderer shall be bound to accept the offer within 7 days of LOI in writing.

8.0 If the offer is accepted, the contractor has to commence the work at the site immediately or when the site is handed over whichever is later.

9.0 INITIAL SECURITY DEPOSIT

The successful Tenderer will have to submit a sum equivalent to 2% of Contract value inclusive of the EMD by means of Demand Draft / Banker's Cheque drawn in favour of 'STATE BANK OF INDIA, PREMISES & ESTATE DEPARTMENT, CHENNAI' with in a period of 15 days of acceptance of Tender.

10.0 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 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 bill i.e., deduction from each running bill account will be 10% till total 3% of Contract value is reached.

50% of the total security deposit amount shall be refunded without interest to the contractor on issuance of virtual completion certificate by the Architect/Bank and the Contractor's removal of his materials, equipment, labour force, temporary sheds, stores, site office etc. and on receipt of physical possession of the site by the Bank. The remaining 50% of the total security deposit may be refunded 15 days after the end of defects liability period, provided he has satisfactorily carried out all the works and attended to rectification of all defects in accordance with the conditions of the contract.

Wherever the Bank Guarantee is acceptable, it should be issued by the scheduled Bank other than SBI or its Associate Banks. No interest shall be paid to the amount retained by the Bank as Security Deposit.

11.0 ADDITIONAL SECURITY DEPOSIT (ASD)

Additional Security deposit (ASD)/Additional performance Guarantee (APG) shall be applicable if the bid price is below 10% of the estimated cost put to tender. The amount of such ASD/ APG shall be the difference between 90% of estimated cost put to tender and the quoted price. ASD in the format of DD / Banker's Cheque / Bank Guarantee shall be submitted within 15 days of intimation of award of work / work order, without

which the contractor will not be allowed to start the work and failure of submission of ASD will result in forfeiture of EMD and cancellation of tender. For e.g, if a contractor is quoting 15% below the estimated cost put to tender (i.e. 85% of the estimate), then ASD of 5% of estimated cost is required to be obtained from the contractor (90%-85%). The ASD will be returned / released after virtual completion of the project.

12.0 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 15 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.

13.0 VALIDITY OF TENDER

Tenders shall remain valid and open for acceptance for a period of 90(Ninety) days from the date of opening the 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.

14.0 RATE AND PRICES: PERCENTAGE RATE TENDER

The Tenderers shall quote (+) or (-) on the total estimated amount for the work, given by the Bank in the online portal.

The tenderer must quote a single percentage (above or below) the estimated cost provided in the BOQ. This percentage applies uniformly to all items in the BOQ and no individual item rates are quoted by the tenderer.

The Bank will calculate the cost by applying the quoted percentage to the estimated rates multiplied by the measured quantities of work completed.

The BOQ provided by the Bank includes approximate quantities, detailed descriptions and estimated unit rates for each item of work. The Tenderer agrees to execute the work based on the measurements taken during project execution, valued at the adjusted rates (estimated rates + quoted percentage).

Payments will be made based on the actual work completed, measured and valued at the adjusted rates (estimated rates + quoted percentage).

The percentage rate (+ or -) quoted shall be firm and shall include all material costs, overheads, labour, transportation, installation, testing, commissioning, all types of insurances, obtaining approvals from the regulatory authorities, etc., as required to complete the work in all respects and handing over to the Bank as required.

15.0 Canvassing in connection with Tender is strictly prohibited and Tender submitted by the Contractors who resort to canvassing are liable to be rejected.

16.0 Tenders not fulfilling any or all of the conditions prescribed or which are incomplete are liable to be rejected.

17.0 All pages of the documents that comprise the Tender documents should be signed and stamped by the Successful Tenderer before scanning and uploading and only the successful tenderer should submit the Hard copies of Technical and

Price bid at SBI office.

- 18.0 State Bank of India discourages the stipulation of any condition by the tenderers. The conditional tender shall be liable to get rejected. No conditional tenders or additions or alterations in any part of the contents of Technical bid, under any circumstances, shall be acceptable by the Bank. Tenders with such condition whatsoever shall liable to be summarily rejected without assigning reasons thereof.
- 19.0 If the date of opening of technical bid is declared a holiday, the technical bids will be opened on the next working day.
- 20.0 No request from any bidder for extension of time for bid submission will be normally entertained. However, Bank reserves its right to extend the time for submission, if sufficient number of bids were not received to ensure competition.
- 21.0 No employee of SBI is allowed to work as a Contractor for a period of 2 years from his retirement from the service under SBI without the previous permission of SBI. The Contract (awarded) is liable to be cancelled if either the Contractor or any of his Employees is found at any time to be such a person who had not obtained the permission, as afore said before submission of Tender, or engagement in the Contractor service.
- 22.0 Bank reserve the right to accept, split or reject any tender in whole or in part without assigning for any reason. Bank also reserves the right to divide and distribute the work, floor wise/ section wise/ item wise and trade wise and this may please be noted by the Tenderer. In such cases the decision will be solely at the discretion of Bank in consultation with Architects, including that of assignment of works.
- 23.0 Work shall be completed in all respect within the stipulated completion period. Delay in completion shall lead to invoking appropriate penalty clause as per Bank's extant guidelines.
- 24.0 Contractors should ensure strict adherence to the tender specifications and shall ensure prior approvals are obtained for all the samples from the Architect/Engineer In charge before commencement of any work.
- 25.0 The quantity specified in the schedule is only approximate and may vary on either side according to site conditions. However, no item shall be executed exceeding the estimated quantity without prior approval from Bank/Architect.
- 26.0 Contractor shall ensure safety of premises, occupants & workers. Any damages caused by the negligence of contractor while execution should be restored & made good by the contractor at his own cost and risk. All safety standards shall be followed during the execution of the work
- 26.0 DEFECTS LIABILITY PERIOD:**
12(Twelve) months from the date of virtual completion certified by Bank/ Architect. Any defect that may appear within the defect's liability period shall be rectified by the contractor within reasonable time on receipt of necessary instructions from architects/Bank to that effect.
- 27.0 Tenders not fulfilling any or all of the conditions prescribed or which are incomplete are liable to be rejected. Bank reserve the right to accept or reject any

Tender either in whole or in part without assigning for any reason for doing so and do not bind themselves to accept the lowest or any Tender.

28.0 The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other suppliers / bidders/service provider.

29.0 The Bidder shall not divulge either his Bids or any other exclusive details of SBI to any other party.

30.0 SBI decision on award of Contract shall be final and binding on all the Bidders.

31.0 The uploaded tender documents by the bidder is accessible to the Bank only after the tender opening by the Committee. Therefore, bidders are advised not to contact the Bank for any query in this connection, during the bidding process.

Assistant General Manager(P&E)

INSTRUCTIONS TO PARTICIPATE IN e-TENDER

- i) Bids should be **submitted online by the bidders** in the e-tendering website, with the bidder's valid digital certificate which confirms that the bidders have read and understood the tender terms and conditions. Claiming ignorance of all the terms and conditions in this tender either before or after the PO is issued or during the progress of the work will not be accepted.
- ii) The bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile and valid email address and mobile numbers as part of the bidding process. These would be used for any communication from the E-tender Portal.
- iii) Only one valid DSC should be registered by a bidder. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the DSC.
- iv) For General Process of submission, bidders are advised to contact the service provider for necessary guidance and assistance.

(A) Business rules for E-tendering:

1. The e-tendering service provider will provide necessary guidance / assistance to the bidders for submission of the bid documents.
2. Contractors are advised to have **VALID DIGITAL SIGNATURE WITH ENCRYPTION**.
3. Contractors have to send by email, the compliance form in the prescribed format (provided by service provider), before start of E-tendering without which, bidders will not be eligible to participate in the bidding process.
4. E-tendering will be conducted on schedule date & time.
5. The e-tendering will be treated as closed only when the bidding process gets closed in all respects for the item listed in the tender.

(B) Terms & conditions of E-tendering:

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

1. E-tendering shall be conducted by SBI through authorized service provider on pre-specified date. While the Contractors shall be quoting from their own offices/ place of their choice, Internet connectivity and other paraphernalia requirements shall have to be ensured by Contractors themselves. In the event of failure of their Internet connectivity, (due to any reason whatsoever it may be) it is the bidders' responsibility.
2. In order to ward-off such contingent situation, bidders are requested to make all the necessary arrangements / alternatives such as back-up power supply etc. whatever required so that they are able to circumvent such situation and still be able to participate in the E-tendering successfully.
3. Failure of power at the premises of Contractors during the E-tendering cannot be the cause for not participating in the E-tendering. On account of this, the time for the E-tendering will not be extended and SBI shall not be responsible for such eventualities.
4. Authorized service provider shall arrange to train your nominated person(s), without any cost to you. They shall also explain you all the Rules related to the E-tendering. You are required to give your compliance on it before start of bid process.

5. BIDDING CURRENCY AND UNIT OF MEASUREMENT: Bidding will be conducted in Indian currency & Unit of Measurement will be displayed in Online E-tendering.
6. BID PRICE: The Bidder has to quote the rate as per the Tender Document provided by SBI or their appointed Architects.
7. VALIDITY OF BIDS: The Bid price shall be firm for a period specified in the tender document and shall not be subjected to any change whatsoever.
8. **Procedure of E-tendering:**
 - a) Online e-tendering for technical and Price Bid submission through SBI's approved Service Provider shall be open to all the interested bidders.
 - b) The Price-Bid shall be made available online by the Service Provider wherein the contractors will be required to quote (+) or (-) on the total estimated amount for the work, given by the Bank in the online portal.
 - c) The tenderer must quote a single percentage (above or below) the estimated cost provided in the BOQ. This percentage applies uniformly to all items in the BOQ and no individual item rates are quoted by the tenderer.
 - d) In case, contractor fails to quote their percentage, their tender shall be treated as **"Incomplete Tender"** and shall be liable for rejection.
 - e) The Contractors are advised not to wait till the last minute to submit their online item-wise quote in the price bid to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.
9. LOG IN NAME & PASSWORD: Each Bidder is assigned a Unique User Name & Password by authorized service provider. The Bidders are requested to change the Password after the receipt of initial Password from the service provider. All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.
10. BIDS PLACED BY BIDDER: Bids will be taken as an offer to execute the work as specified. Bids once made, cannot be cancelled / withdrawn and the Bidder shall be bound to execute the work at the quoted bid price. In case the L-1 Bidder backs out or fail to complete the work as per the rates quoted, SBI shall at liberty to take action as deemed necessary including de-paneling such contractors and forfeiting their EMD.
11. At the end of the E-tendering, SBI will decide upon the successful bidder. SBI decision on award of Contract shall be final and binding on all the Bidders.
12. SBI shall be at liberty to cancel the E-tendering process / tender at any time, before ordering, without assigning any reason.
13. SBI shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.
14. OTHER TERMS & CONDITIONS:
 - a. SBI reserve their rights to extend, reschedule or cancel any E-tendering within its sole discretion.
 - b. SBI and its authorized service provider shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
 - c. SBI and its authorized service provider are not responsible for any damages, including damages that result from, but are not limited to negligence.
 - d. SBI and its authorized service provider will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc

- e. The server time (which is displayed on the online portal dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission. Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues like network not available, power outages, slow network speed, system faults at bidder's end, files not getting uploaded etc.
- f. The Bank will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.

GENERAL CONDITIONS OF CONTRACT

1.0 Definitions:

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

1.1 "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.

1.2 'SBI/Bank/Employer/Client' shall mean a body Corporate created under State Bank of India Act 1955, having its Local Head Office at 16 College Lane, Nungambakkam, Chennai-600 006 and includes the client's representatives, successors and assigns..

1.3 'Architects' shall mean M/s K.S.Ranganath Architecture, Chennai.

1.4 'PMC Consultant' shall mean M/s Pithavadian and Partners, Chennai.

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

1.6 'The Contractor/bidder/Vendor' shall mean the individual or firm or company whether incorporated or not, undertaking the works and shall include legal personal representative of such individual or the firm or company and the permitted assignees of such individual or firms or company.

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

1.8 'Engineer' shall mean the representative of the Architect/PMC Consultant/Bank.

1.9 'Project Engineer' shall mean the representative of Contractor who will present at site and available at all times while the work is in progress and he is a responsible and efficient Engineer in charge, who is approved by the Architect and must thoroughly understand all the trades entailed and be constantly in Attendance, while the person are at work. Any directions, explanations, instructions or notices given by the Architect to such Engineer shall be deemed to be given to the Contractor and shall be binding as such on the Contractor.

1.10 '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.

1.11 'Contract value' shall mean the value of the entire work as stipulated in the letter of acceptance of Tender subject to such additions thereto or deductions there from as may be made under the provision herein after contained.

1.12 '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 / PMC Consultant

1.13 "Month" means calendar month. "Week" means seven consecutive days. "Day" means a calendar day beginning and ending at 00 Hrs and 24 Hrs respectively.

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

CLAUSE

1.0. LANGUAGE

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

2.0 ERRORS, OMISSIONS AND DISCREPANCIES

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

- i) Between scaled and written dimension (or description) on a drawing, the latter shall be adopted.
- ii) Between the written or shown description or dimensions in the drawings and the corresponding one in the specification the former shall be taken as correct.
- iii) Between written description of the item in the specifications and descriptions in bills of quantities of the same item, the former shall be adopted.
- iv) In case of difference between rates written in figures and words, the rate in words shall prevail.
- v) Between the duplicate / subsequent copies of the Tender, the original Tender shall be taken as correct.

3.0 SCOPE OF WORK:

The scope of work is more fully described in the BOQ/Price bid.

The Contractor shall carryout, complete and maintains the said work in every respect in strict accordance with this Contract and with the directions of and to the satisfaction of the Bank to be communicated through the Architect/PMC Consultant.

The Architect/PMC 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 Architects/PMC 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, if any discrepancy in the drawings or between the BOQ and / or drawings and / or specifications, the removal from the site of any material brought thereon by the Contractor and any substitution of any other materials therefore the removal and / or re-execution of any work executed by him and the dismissal from the work of any person employed / engaged thereupon.

4.0 i) LETTER OF ACCEPTANCE:

Within the validity period of the Tender, the Bank shall issue a letter of acceptance either directly or through the Architect by post, e-mail or otherwise depositing at the address of the Contractor as given in the Tender to enter into a Contract for the execution of the work as per the terms of the Tender.

The letter of acceptance shall constitute a binding Contract between SBI and the Contractor.

ii) CONTRACT AGREEMENT:

On receipt of intimation of the acceptance of Tender from SBI / Architect, the successful Tenderer shall be bound to implement the Contract and within 15 (fifteen) days thereof he shall sign an Agreement in a non-judicial stamp paper of appropriate value at his cost. The contract document essentially constitutes the following contents:

- a) Notice inviting tenders
- b) Instructions to the tenders.
- c) General rules and regulations for the guidance of tenderers and form of tender
- d) Articles of agreement
- e) Special conditions of the contract
- f) Safety code.
- g) List of materials as approved by the Bank.
- h) Mode of measurements.
- i) Specifications.
- j) Bill of quantities.
- k) Drawings.
- l) Correspondence by / with the tenderer prior to actual awarding of work.
- m) Letter of acceptance.

5.0 OWNERSHIP OF DRAWINGS/SPECIFICATIONS/DOCUMENTS:

All drawings, specifications, documents and copies thereof furnished by SBI through its Architects/ Consultants are the intellectual properties of SBI. The same shall not be used for other works.

6.0 DETAILED DRAWINGS AND INSTRUCTIONS:

The SBI through its Architects / PMC Consultants shall furnish, with reasonable promptness, additional instructions by means of drawings or otherwise necessary for the proper execution of the work.

All such drawings and instructions shall be consistent with the Contract documents, true developments thereof and reasonably inferable therefrom.

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 work order and submit the same to the SBI through the Architect / Consultant.

7.0 COPIES OF AGREEMENT

Two copies of Agreement duly signed by both the parties with the drawings and one copy shall be handed over to the Contractor.

8.0 LIQUIDATED DAMAGES:

If the contractor fails to complete the work and clear the site including vacating their office within the stipulated period or the extended date of completion without justification in support of the cause of delay and if the delay in completion of the work is attributable to the contractor in any way whatsoever, he may be called upon, without prejudice to any other right of remedy available under the law to SBI on account of such breach, to pay a liquidated damages at the rate of 0.5% per week or part thereof of the Contract value subject to a maximum of 5% of the Contract value. Liquidated damages shall be recovered from the amount due to the contractor.

9.0 MATERIALS, APPLIANCES AND EMPLOYEES

Unless or otherwise specified the Contractor shall provide and pay for all materials, labour, water, power, tools, equipment transportation and any other facilities that are required for the satisfactory execution and completion of the work.

Unless or otherwise specified all materials shall be new and both workmanship and materials shall be best quality.

The Contractor shall at all times enforce strict discipline and good order among his employees 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 / PMC Consultant, he shall be removed from the site immediately.

10.0 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 the 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 / PMC Consultant.

If the Contractor performs any act which is against the law, rules and regulations he shall meet all the costs arising therefrom and shall indemnify the SBI any legal actions arising therefrom.

11.0 SETTING OUT WORK:

The Contractor shall set out the work and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions, and alignment of all parts thereof and get it approved by the Architect /PMC Consultant before proceeding with the work.

If at any time any error in this respect shall appear during the progress of the works, irrespective of the fact that the layout had been approved by the Architect / Consultant the Contractor shall be responsible for the same and shall at his own expenses rectify such error, if so, required to satisfaction of the SBI.

12.0 PROTECTION OF WORKS AND PROPERTY:

The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the SBI's properties from injury or loss arising in connection with Contract.

He shall make good any such damage, injury, loss, except due to causes beyond his control and due to his fault or negligence.

He shall take adequate care and steps for protection of his own materials & 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 cl.: 25.0 of GCC at his own cost.

The policy may be taken in joint names of the Contractor and the SBI and the original policy may be lodged with the SBI.

13.0 INSPECTION OF WORK:

The SBI / Architect / PMC 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 / PMC Consultant and their representatives necessary for inspection and examination and test of the materials and workmanship.

No person unless authorized by the SBI / Architect / PMC 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 organization a wing of Central Vigilance commission.

14.0 ASSIGNMENT AND SUBLETTING.

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

15.0 MATERIALS & SAMPLES, WORKMANSHIP & TEST

(i) 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 / PMC Consultant instructions and shall be subject from time to time to such tests as the Architect / PMC 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 for examining measuring sampling and testing any material or part of work before incorporation in the work for testing as may be selected and required by the Architect/PMC Consultant.

ii) SAMPLES

All samples of adequate numbers 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 / PMC 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 / PMC Consultant the Contractor shall proceed with the procurement and installation of the particular material / equipment.

The approved samples shall be signed by the Architect / PMC 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 of conducting any test in the BIS approved laboratories shall be borne by the Contractor if such test is intended by or provided for in the specification or BOQ. Such test are repeated until getting satisfactory test results.

iv) COSTS OF TESTS NOT PROVIDED FOR

If any test is ordered by the Architect / PMC 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 / PMC 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.

While execution of the work the Contractor must conduct the necessary Test for Materials at site / Laboratory in the presence of Architect / PMC Consultant/ Engineer. Testing charges shall not be the subject of extra cost and the Contractor shall not claim any extra amount for the Testing. The Contractor must submit 3 Copies of test report to the Architect.

16.0 OBTAINING INFORMATION RELATED TO EXECUTION OF WORK

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

No changes are entertained in quoted rates, specifications, terms & conditions of the tender. In case of non-acceptance of offer by the lowest tenderer claiming wrong quote/misunderstanding of tender terms & conditions, EMD shall be forfeited.

17.0 CONTRACTOR'S SUPERINTENDENCE

The Contractor shall give all necessary personal superintendence during the execution of the works and as long thereafter as the Architect / Bank and consider it necessary until the expiration of the "Defects Liability Period" stated hereto. The Contractor shall meet the Consultant or his representative whenever required, if demanded by Architect / Bank.

18.0 QUANTITIES

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.

19.0 WORKS TO BE MEASURED

The Architect / PMC Consultant may from time to time intimate the Contractor that the required work to be measured and the Contractor shall forthwith attend or send a qualified representative to assist the Architect/PMC Consultant 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 / PMC Consultant shall take joint measurements with the Contractor's representative and the measurements shall be entered in the measurement book.

The Contractor or his authorized representative shall sign all the pages of the measurement book in which the measurements have been recorded in token of his acceptance.

All the corrections shall be duly attested by both representatives.

No over-writings shall be made in the 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 / PMC Consultant shall be final.

All authorized extra work, omissions and all variations made shall be included in such measurement.

20.0 VARIATIONS

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

21.0 Valuation of Variations

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

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

(ii) Rates for all items, wherever possible should be derived out of the rates given in the priced BOQ.

b) The net prices of the original Tender shall determine the value of the items omitted, provided if omissions do not vary the conditions under which any remaining items of works are carried out, otherwise the prices for the same shall be valued under sub-clause C hereunder.

c) Where the extra works are not of similar character and/or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items or works are carried out, then the Contractor shall within 7 (seven) days of the receipt of the letter of acceptance, inform the Architect / PMC 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 / PMC Consultant shall fix such rate or prices as in the circumstances in his opinion are reasonable and proper, based on the market rate.

d) Where extra work cannot be properly measured or valued the Contractor shall be allowed day work prices at the net rates stated in the Tender of the BOQ or, if not, so stated then in accordance with the local day work rates and wages for the district provided that in either case, vouchers specifying the daily time (and if required by the Architect / PMC Consultant) the workman's name and materials employed be

delivered for verifications to the Architect / PMC Consultant at or before the end of the week following that in which the work has been executed.

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

22.0 FINAL MEASUREMENT

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

23.0 VIRTUAL COMPLETION CERTIFICATE (VCC)

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

- a) Clear the site of all scaffolding, wiring, pipes, surplus materials, Contractor's labour, equipment and machinery.
- b) Demolish, dismantle and remove the Contractor's site office, temporary works, structures including labour sheds/camps and constructions and other items and things whatsoever brought upon or erected at the site or any land allotted to the Contractor by the SBI and not incorporated in the permanent works.
- c) Remove all rubbish, debris etc. from the site and the land allotted to the Contractor by the SBI and shall clear, level and dress, compact the site as required by the SBI.
- d) Shall put the SBI in undisputed custody and possession of the site and all land allotted by the SBI.
- e) Shall hand over the work in a peaceful manner to the SBI.
- f) All defects / imperfections have been attended and rectified as pointed out by the SBI to the full satisfaction of SBI.

Upon the satisfactory fulfillment by the Contractor as stated above, the Contractor shall be entitled to apply to the Architect / PMC Consultant is satisfied of the completion of the work, relative to which the completion certificate has been sought, the Architect / PMC Consultant shall within 14(Fourteen days) of the receipt of the application for Virtual Completion Certificate, issue a VCC in respect of the work for which the VCC has been applied.

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

24.0 WORKS BY OTHER AGENCIES

The SBI / Architect / PMC 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 provide any plant or material for the execution of such work except by special arrangement with the SBI.

Such work shall be carried out in such manner as not to impede the progress of the works included in the Contract.

25.0 INSURANCE OF WORKS

25.1 Without limiting his obligations and responsibilities under the Contract the Contractor shall insure in the joint names of the 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 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 of insurance and the receipts for payment of the current premiums.

25.2 DAMAGE TO PERSONS AND PROPERTY

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

- a) The permanent use or occupation of land by or any part thereof.
- b) The right of SBI to execute the works or any part thereof on, over, under, in or through any lands.
- c) Injuries or damages to persons or properties which are unavoidable result of the execution or maintenance of the works in accordance with the Contract.
- d) Injuries or damage to persons or property resulting from any act or neglect of the SBI their agents, employees or other Contractors not being employed by the Contractor or 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.

25.3 CONTRACTOR TO INDEMNIFY SBI

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

25.4 CONTRACTOR'S SUPERINTENDENCE

The Contractor shall fully indemnify and keep indemnified the SBI against any action, claim, or proceeding relating to infringement or use of any patent or design or any

alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the Contract.

In the event of any claim made under or action brought against SBI in respect of such matters as aforesaid the Contractor shall be immediately notified thereof and the Contractor shall be at liberty, at his own expenses to settle any dispute or to conduct any litigation that may arise 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.

25.5 THIRD PARTY INSURANCE

25.5.1 Before commencing the execution of the work the Contractor but without limiting his obligations and responsibilities under clause 25.0 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 matters referred to in the proviso to clause 25.0 thereof.

25.5.2 MINIMUM AMOUNT OF THIRD PARTY INSURANCE

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

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

25.7 ACCIDENT OR INJURY TO WORKMAN:

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

The Contractor shall indemnify and keep indemnified SBI against all such damages and compensation, save and except as aforesaid, and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

25.7.2 INSURANCE AGAINST ACCIDENTS ETC. TO WORKMEN

The Contractor shall insure against such liability with an insurer approved by the SBI during the whole of the time that any persons are employed by him on the works and shall, when required, produce to the Architect / PMC Consultant such policy of insurance and receipt for payment of the current premium.

Provided always that, in respect of any persons employed by any sub-Contractor the Contractor's obligation to insure as aforesaid under this sub-clause shall be satisfied if the sub-Contractor shall have insured against the liability in respect of such persons in such manner that SBI is indemnified under the policy but the Contractor shall require such sub-Contractor to produce to the Architect / PMC Consultant when such policy of insurance and the receipt for the payment of the current premium.

25.7.3 REMEDY ON CONTRACTOR'S FAILURE TO INSURE:

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

25.7.4 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.

26.0 COMMENCEMENT OF WORKS

The date of commencement of the work will be reckoned as the date of handing over site or 15(fifteen) days from the date of issue of letter of acceptance of the Tender by the SBI whichever is later

27.0 TIME FOR COMPLETION

Time is essence of the Contract and shall be strictly observed by the Contractor. The time period to complete and deliver the total work in **six months** from the 15th day of offer of written order to commence the work by the Architect or the date on which the site is handed over to the Contractor whichever is later. The work should be completed in all respects in accordance with the Terms of Contract. The completion date shall be reckoned as the date by which the whole work is completed as per the terms of the Contract.

28.0 EXTENSION OF TIME

If, in the opinion of the Architect / PMC Consultant, the work be delayed for reasons beyond the control of the Contractor, the Architect/PMC 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 / PMC Consultant in writing at least 30 (thirty) Days before the expiry of the scheduled time and while applying for extension of time he shall furnish the reasons in detail and his justification if any, for the delays.

The Architect / PMC 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 cl.:8.0 of GCC 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.

29.0 RATE OF PROGRESS

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

30.0 WORK DURING NIGHTS AND HOLIDAYS

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

31.0 NO COMPENSATION OR RESTRICTIONS OF WORK

If at any time after acceptance of the Tender SBI shall decide to abandon or reduce the scope of work for any reason whatsoever and hence not required the whole or any part of the work to be carried out. The Architect / PMC 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 bona-fide brought to the site of the work by the Contractor and rendered surplus as a result of the abandonment, curtailment of the work or any portion thereof and then taken back by the Contractor, provided however that the Architect / PMC 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 from SBI stores and returned by the Contractor to stores, credit shall be given to him at the rates not exceeding those at which were originally issued to the Contractor after taking into consideration and deduction for claims on account of any deterioration or damage while in the custody of the Contractor and in this respect the decision of Architect / PMC Consultant shall be final.

32.0 SUSPENSION OF WORK

i) The Contractor shall, on receipt of the order in writing of the Architect / PMC 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 / PMC 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) On account any default on the part of the Contractor, or
- b) for proper execution of the works or part thereof for reasons other than the default of the Contractor, or
- c) for safety of the works or part thereof.

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

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

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

33.0 ACTION WHEN THE WHOLE SECURITY DEPOSIT IS FORFEITED

In any case in which under any clause or clauses of this Contract, the Contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit the Architect / PMC 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 / PMC 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, and to give it to another Contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original Contractor, if the whole work had been executed by him (of the amount of which excess the certificates in writing of the Architects / PMC Consultant shall be final and conclusive) shall be borne by original Contractor and may be deducted from any money due to him by SBI under the Contract or otherwise, or from his security deposit or the proceeds of sale thereof, or sufficient part thereof. In the event of any of above courses being adopted by the SBI the Contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any material or entered into any engagements or make any advances on account of, or with a view to the execution of the work or the performance of the Contract and in case the Contract shall be 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 / PMC 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.

34.0 OWNER'S RIGHT TO TERMINATE THE CONTRACT

If the Contractor being an individual or a firm commit any 'Act of insolvency' or shall be adjusted an insolvent or being an incorporated company shall have an order for compulsory winding up voluntarily or subject to the supervision of 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 / PMC Consultant that he is able to carry out and fulfill the Contract and to give security therefore if so required by the Architect / PMC 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 / PMC Consultant or shall charge or encumber this Contract or any payment due to which may become due to the Contractor there under:

- a) Has abandoned the Contract; OR
- b) Has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for 15 days after receiving from the SBI through the Architect / PMC Consultant written notice to proceed, OR
- c) Has failed to proceed with the works with such diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or has failed to remove the materials from the site or to pull down and replace work within seven days after written notice from the SBI through the Architect / PMC Consultant that the said materials were condemned and rejected by the Architect / PMC Consultant under these conditions; or has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this Contract to be observed and performed by the Contractor for seven days after written notice shall have been given to the Contractor to observe or perform the same or has to the detriment of good workmanship or in defiance of the SBI's or Architect's / PMC 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 / PMC Consultant may not withstanding any previous waiver, after giving 7 (seven) days notice in writing to the Contractor, determine the Contract, but without thereby affecting the powers of the SBI or the Architect / PMC 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 / PMC Consultant their agents or employees may enter upon and take possession of the work and all plants, tools, scaffoldings, materials, sheds, machineries lying upon the premises or on the adjoining lands or roads use the same by means of their own employees or workmen in carrying on and completing the work or by engaging any other Contractors or persons to complete the work and the Contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other Contractor or other persons employed for completing and finishing or using the materials and plant for the works.

When the works shall be completed or as soon thereafter as convenient the SBI or the Architect / PMC Consultant shall give a notice in writing to the Contractor to remove his surplus materials and plants and should the Contractor fail to do so within 14 days

after receipt thereof by him the SBI sell the same by public auction after due publication, and shall adjust the amount realized by such auction. The Contractor shall have no right to question any of the acts of the SBI incidental to the sale of the materials etc.

35.0 CERTIFICATE OF PAYMENT

The Contractor shall be entitled under the certificates to be issued by the Architect / PMC Consultant to the Contractor within 10 working days from the date of issuing Certificate for payment from SBI from time to time.

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

Provided always that the issue of any certificate by the Architect / PMC 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 / PMC Consultant shall have power to withhold the certificate if the work or any part thereof is not carried out to their satisfaction.

The Architect / PMC 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 in the prescribed format with all details in triplicate only after taking joint actual measurements and properly recorded in the M books.

The Contractor shall not submit interim bills when the approximate value of work done by him is less than 1/8 of total Contract value and the minimum interval between two such bills shall be one month.

The final bill may be submitted by Contractor within a period of one month from the date of virtual completion and Architect / PMC 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 all bills in the prescribed format with all details.

36.0 SETTLEMENT OF DISPUTES AND ARBITRATION

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

36.2 If the Contractor considers that he is entitled to any extra payment or compensation in respect of the works over and above the amounts admitted as payable by the 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 AGM (P&E), SBI, LHO Chennai and endorse a copy of the same to the Architect/ PMC Consultant , within 30(THIRTY) 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 AGM (P&E) 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 AGM (P&E) in writing in the manner and within the time aforesaid.

36.3 The AGM (P&E) shall give his decision in writing on the claims notified by the Contractor. The Contractor may within 30 days of the receipt of the decision of the AGM (P&E) submit his claims to the conciliating authority namely the Circle Development Officer, S.B.I., Local Head Office, Chennai for conciliation along with all details and copies of correspondence exchanged between him and the AGM (P&E)

36.4 If the conciliation proceedings are terminated without settlement of the disputes, the Contractor shall, within a period of 30 days of termination thereof shall give a notice to the concerned Chief General Manager of the Bank for appointment of an arbitrator to adjudicate the notified claims falling which the claims of the Contractor shall be deemed to have been considered absolutely barred and waived.

36.5 Except where the decision has become final, binding and conclusive in terms of the Contract, all disputes or differences arising out of the notified claims of the Contractor as aforesaid and all claims of the Bank shall be referred for adjudication through arbitration by the Sole Arbitrator appointed by the Chief General Manager. It will also be no objection to any such appointment that the Arbitrator so appointed is a technically competent person not below the rank of Superintending Engineer or equivalent position in Public Sector Banks/CPSEs, CPWD, LIC, RBI etc. If the arbitrator so appointed is unable or unwilling to a or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid by the said Chief General Manager. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

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

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

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

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

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

of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof, shall be paid and fix or settle the amount of costs to be so paid.

37.0 WORK TO BE CONTINUED DURING THE PENDENCY OF THE ARBITRATION

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

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. The water used by the Contractor shall be fit for construction purposes. 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 / PMC Consultant is unsatisfactory. He has to obtain necessary approvals from Local Authorities, if required, at his own cost.

39.0 POWER SUPPLY

The Contractor shall make his own arrangements for power 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 METHOD OF MEASUREMENT

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

41.0 MAINTENANCE OF REGISTERS

The Contractor shall maintain the following registers as per the enclosed proforma at site of work and should produce the same for inspection of SBI / Architect / PMC Consultant whenever desired by them.

The Contractor shall also maintain the records / registers as required by any of the Local Authorities / Govt. / Statutory Bodies from time to time.

1. Drawings
2. Materials at site register
3. Hindrance Register
4. File and Register for extra / variation items (if required)
5. Site Order Book (in triplicate)
6. Certified true copies of the Contracts

42.0 FORCE MAJEURE

42.1 Neither Contractor nor SBI shall be considered in default in performance of their obligations if such performance is prevented or delayed by events such as but not to war, hostilities, revolution, riots, civil commotion, strikes, lockout, conflagrations, epidemics, accidents, fire, storms, floods, droughts, earthquakes or ordinances or any act of god or for any other cause beyond the reasonable control of the party affected or prevented or delayed. However, a notice is required to be given within 30 days from

the happening of the event with complete details, to the other party to the Contract, if it is not possible to serve a notice, within the shortest possible period without delay.

42.2 As soon as the cause of force majeure has been removed the party whose ability to perform its obligations has been affected, shall notify the other of such cessation and the actual delay incurred in such affected activity adducing necessary evidence in support thereof.

42.3 From the date of occurrence of a case of force majeure obligations of the party affected shall be suspended during the continuance of any inability so caused. With the cause itself and inability resulting therefrom having been removed, the agreed time of completion of the respective obligations under this Agreement shall stand extended by a period equal to the period of delay occasioned by such events.

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

43.0 LOCAL LAWS, ACTS, REGULATIONS:

The Contractor shall strictly adhere to all prevailing labour laws inclusive of Contract labour (regulation and abolition act of 1970) and other safety regulations.

The Contractor shall comply with the provision of all labour legislation including the latest requirements of all the Acts (latest), laws (latest), any other regulations that are applicable to the execution of the Project.

- i) Minimum wages Act 1948 (Amended)
- ii) Payment of wages Act 1936 (Amended)
- iii) Workmen's compensation Act 1923 (Amended)
- iv) Contract labour regulation and abolition act 1970 and central rules 1971 (Amended)
- v) Apprentice act 1961 (amended)
- vi) Industrial employment (standing order) Act 1946 (Amended)
- vii) Personal injuries (Compensation insurance) act 1963 and any other modifications
- viii) Employees' provident fund and miscellaneous provisions Act 1952 and amendment thereof
- ix) Shop and establishment act
- x) Any other act or enactment relating thereto and rules framed thereunder from time to time.

44.0 ACCIDENTS

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

45.0 CONTRACTORS REPRESENTATIVE ON WORKS

The successful Contractor should appoint an experienced, responsible and efficient Project Engineer / site in charge who is well acquainted with the nature of work. The Project Engineer shall be thoroughly conversant with the English Language and should be able to read, write and speak English.

The Contractor shall maintain and be represented on site, at all times while the work is in progress, by the Project Engineer, who is in charge of site, approved by the

Architect and who must thoroughly understand all the trades entailed and be constantly in Attendance, while the person are at work. He should be in a position to answer for any clarification during site visit by Architect / PMC / Bank Engineer. Any directions, explanations, instructions or notices given by the Architect / PMC Consultant/ Bank to such Project Engineer shall be deemed to be given to the Contractor and shall be binding as such on the Contractor.

46.0 ROLE OF THE ARCHITECT / PMC CONSULTANT

Architect / PMC Consultants duty is to be watch and supervise the works and to test any materials to be used or workmanship employed in connection with the works, quality control, project scheduling and monitoring and co-ordination with all other agencies and composite Contractor, recording of measurement clarifications of bills, preparing extra deviation items excess / saving statement preparing minutes of meetings etc.

They shall have no authority either to relieve the Contractor of any of his duties or obligations under the Contract or, except those expressly provided hereunder, to order any work involving delay or any extra payment by the Employer or any variation of or in the works.

The Contractor shall afford the Architect / PMC Consultant every facility and assistance for examining the works and materials and checking and measuring time and materials.

The Architect / PMC Consultant shall have no power to revoke, alter, enlarge, or relax any requirements of this Contract, or to sanction any day-work, additions, alterations, deviations or emissions unless such in authority may be specially conferred by a written order of the Employer.

The Architect/PMC Consultant shall act in consultation the Structural Consultant in regard to the quality of all Structural aspects of the work and in consultation with the Architect will finalize the selection of materials involved.

The PMC Consultant shall jointly record the measurements with Contractor's representative for all items of works and on completion hand over the records to the Employer.

The Architect / PMC Consultant shall have the power to give notice to the Contractor or his Engineer in charge about the non-approval of any work or materials and such works shall be suspended or the use of such materials should be discontinued until the decision of the Architect / PMC Consultant/Employer is obtained, the work, will from time to time visited by the Architect / PMC Consultant/Employer but such examination shall not in any way exonerate the Contractor from the obligation to remedy any defects which may be found to exist at any stage of the work or after the same is completed. Subject to the limitations of this Clause, the Contractor shall take instructions only from the Architect as the case may be.

The Architect / PMC Consultant shall have such other powers and discharge other functions as are specifically provided in this Contract including such incidental or consequential powers or duties, subject always to such specific instructions or directions of the Employer / Bank, which shall be duly notified to the Contractor.

47.0 ARCHITECTS DELAY IN PROGRESS

The Architect / PMC Consultant may delay the progress of the work in case of rain or otherwise, without vitiating the Contract and grant such extension of time with the Approval of the Employer / Bank for the completion of the Contract as he may think

proper and sufficient in consequence of such delay and the Contractor shall not make any claim for compensation or damage in relation thereto.

48.0 PHOTOGRAPHS OF WORKS CARRIED OUT

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

49.0 TECHNICAL AUDIT CLAUSE

The work is liable to be technically audited by the Chief Technical Examiner of the Central Vigilance Commission of the Government of India from time to time.

Any defects, improvements or testing etc. pointed out by the Chief Technical Examiner should be carried out by the Contractor at his own cost and any deduction suggested by the CTE shall be effected.

The Employer shall have a right to cause a technical examination and audit of works and the final bills of the Contractor including all supporting vouchers, abstract, etc. to be made at the time of payment of the final bill.

If as a result of this examination or otherwise any sum is found to have been overpaid in respect of any work done by the Contractor under the Contract the Contractor shall be liable to return the amount of over payment and it will be lawful for the employer to recover the same from any sum or due to him and in any other manner legally permissible and if it is found, that the Contractor was paid less than what was due to him under the Contract in respect of any work, executed by him under the Contract the amount of such under payment shall be duly paid by the Employer.

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

50.0 PROCEDURE FOR BILLING

Contractor shall submit Three copies of their bill in prescribed / approved format. As regards Contractor's claims for extra /deviated items the onus of getting Architect's / PMC Consultant's / Owner's approval for the admissibility of such items lies on the Contractor.

After the admissibility is confirmed by Client in writing, the Contractor will submit his rate analysis and details of claims. The Contractor will include extra/deviated items in his interim bills only after Employers approval of rates on the basis of Consultant recommendations.

51.0. DELETION OF ITEMS FROM BILLS OF QUANTITIES

The Employer reserves the right to delete any item from the bill of quantities drawn up. The Contractor will not have any claim on this account whatsoever.

52.0. REINSTATEMENT OF ITEMS

In case of items like making good the new plaster of Paris work in false ceiling after the alteration, and matching the finish with the existing one, the finish will have to be done perfectly. In this case Architects / PMC Consultant's decision will be final regarding the acceptability of finish. If the reinstatement is not accepted by the

Architect / PMC Consultant, the same will have to be done again to Architect / PMC Consultant's and Bank's satisfaction at no extra cost.

53.0 WAGES OF LABOUR EMPLOYED BY THE CONTRACTOR

The Contractor shall pay all labour employed by him at rates fixed by him at the commencement of the Contract as per the Labour Laws. Wages as applicable for the Construction work as per norms stipulated by the Government statutory authorities shall be followed by the Contractor.

No variation of such statutory Laws & rules shall be permissible. This will also include the minimum & the maximum allowable wages for various categories of Labour to be employed by the Contractor.

All wages shall be paid in full and without any deductions whatsoever at the approved rates and for the full time actually worked during the wage period. The Engineer or such other officer of the Employer maybe authorized in that behalf and shall have power to exercise supervision over the labour employed by the Contractor and or such purpose any of these officers may inspect the wage books, muster books and other labour records of the Contractor, In the event of the report of the inspecting officer showing that the proper rates of wages are not being paid, or that in any manner whatsoever the dealings between the Contractor and his labour are not satisfactory the Engineer shall pass such orders upon the report as he considers desirable, and those orders shall be final and binding upon the Contractor. The Contractor shall indemnify & keep indemnified the Architect / PMC Consultant against any claim arising from failure of the Contractor to comply with such labour laws.

54.0 NON-AVAILABILITY OF SPECIFIED MATERIALS / ITEMS

In case of materials / Items which are not available, the Contractor shall have to submit a letter from manufacturer to that effect. After proper verification, alternative material may be selected by the Employer/Architect / PMC Consultant. In the case there will not be any increase of the quoted rates. However, if Accepted alternative is cheaper the cost benefit is to be passed on to the Employer.

55.0 ADDRESS FOR SERVICE

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

1. Address of Employer Assistant General Manager(P&E), Premises and Estate Department, State Bank of India, Local Head Office, 4th Floor, No.16, College Lane, Chennai – 600 006.	3. Address of PMC Consultant M/s Pithavadian and Partners, No 10, Murugappa Road, Nawab Gardens, Kotturpuram, Chennai- 600 085.
2. Address of Architect M/s K.S.Ranganath Architecture, 27, Chockalinga Nagar, CHENNAI – 600 086.	4. Address of the Contractor M/s _____ _____ _____

SPECIAL CONDITIONS OF CONTRACT

1.0 SCOPE OF WORK

The scope of work is more fully described in the BOQ. In addition to the works detailed in the BOQ, the successful Contractor has to

- i) apply and arrange to obtain Electrical load sanction from TANGEDCO as per site overall power demand requirement
- ii) apply and obtain NOC for the Energisation of the Electrical Installation from the CEA/CEIG.
- iii) coordinate with the various departments of TANGEDCO and energise the Electrical installations.
- iv) In the process of the above activities, all the required incidental charges and other charges which fall beyond statutory nature shall be borne by the Contractor.
- v) The Statutory charges, fees etc shall be paid by the contractor on behalf of the Bank and will be reimbursed by the Bank against submission of the receipts.

1.1 Work shall, in general, be executed according to General Conditions of the Contract for SBI works. Specification of relevant clause of NBC/CPWD shall be the baseline requirement to execute the items of the work.

1.2 Work shall, in general be executed as per specification, special Technical Specifications, relevant Indian Standard (IS) Codes, NBC etc., drawn by the Architect etc; However for all specialized items of work, the Contractor shall be required to engage specialized agencies for such items of work with prior approval of SBI / Architects as per the criteria in the tender document.

2.0 DIMENSIONS AND LEVELS

All dimensions and levels shown on the drawings shall be verified by the Contractor on the site and he will be held responsible for the accuracy and maintenance of all the dimensions and the levels. Figured dimensions are in all cases to be accepted & no dimension shall be scaled. Large scale details shall take precedence over small-scale drawings. In case of discrepancy the Contractor shall ask for clarification from the Architect / PMC Consultant before proceeding with the work.

3.0 NOTICE OF OPERATION

The Contractor shall not carry out any important operation without the Consent in writing from the Architect / PMC Consultant.

4.0 CONSTRUCTION RECORDS

The Contractor shall keep and provide to the Architect / PMC Consultant full and accurate records of the dimensions and positions of all new work and any other information necessary to prepare complete drawings recording details of the work as constructed.

5.0 SAFETY OF ADJACENT STRUCTURES AND TREES

The Contractor shall provide and erect to the approval of the Architect / PMC Consultant such supports as may be required to protect effectively all structures and protective guards to trees which may be endangered by the execution of the works or otherwise take such permanent measures as may be required by the Architect to protect the trees and structures.

6.0 TEMPORARY WORKS

Before any temporary works are commenced the Contractor shall submit at least 7 days in advance to the Architect / PMC Consultant, for approval complete drawings of all temporary works he may require for the execution of the works.

The Contractor shall carry out the modifications relating to strength, if required by the Architect / PMC Consultant may require in accordance with the conditions of Contract at his own cost.

The Contractor shall be solely responsible for the stability and safety of all temporary works and unfinished works and for the quality of the permanent works resulting from the arrangement eventually adopted for their execution.

7.0 PERT CHART: Successful Contractor shall furnish a detailed PERT CHART / BAR CHART indicating their schedule programme for all the major activities within 15 days from the date of written order to commence the work. This PERT CHART / BAR CHART will be referred for during the progress of the work to establish the periodical landmarks of achievement of work. If necessary, the revised PERT CHART / BAR CHART based on the revised scope of work have to be submitted by the Contractor.

8.0 OFFICE ACCOMMODATION

a) The Contractor shall provide and maintain a necessary office, workshops, stores, shelters, sanitary facilities and other temporary structures for themselves in connection with the work at the site at their own cost after getting the approval from the Architect / PMC Consultant.

b) A site office for the use of SBI / Architect / PMC Consultant shall be provided by the Contractor at his own expenses.

c) All temporary buildings and facilities as mentioned above shall be removed on completion of the work of at any other earlier date as directed by the Architect / PMC Consultant.

d) All the expenses for obtaining statutory approvals and maintenance of the above facilities as well as running expense shall be borne by the Contractor at no extra cost. It is also the responsibility of the Contractor to obtain statutory approvals for providing the above facilities.

9.0 FACILITIES FOR CONTRACTOR'S EMPLOYEES

The Contractor shall make his own arrangement for the housing and welfare of his staff and workmen including adequate drinking water facilities. The Contractor shall also make the arrangements at his own cost for transport where necessary for his staff and workmen to and from site of work at his own cost.

10.0 LIGHTING OF WORKS

The Contractor shall at all times provide adequate and approved lighting as required for the proper execution and supervision and inspection of work.

11.0 FIRE FIGHTING ARRANGEMENTS

i. The Contractor shall provide suitable arrangement for firefighting at his own cost. For this purpose, he shall provide requisite number of fire extinguishers and adequate number of buckets, some of which are to be always kept filled with sand and some with water. This equipment shall be provided at suitable prominent and easily accessible places and shall be properly maintained.

ii. Any deficiency in the fire safety or unsafe Conditions shall be corrected by the Contractor at his own cost and to the approval of the relevant Authorities. The Contractor shall make the following arrangements at his own cost but not limited to the following.

- a) proper handling, storage and disposal of combustible materials and Waste.
- b) work operations which can create fire hazards.
- c) access for fire-fighting equipment.
- d) type, number and location of containers for the removal of surplus materials and rubbish.
- e) type, size, number and location of fire extinguishers or other fire-fighting equipment.
- f) general housekeeping.

12.0 SITE ORDER BOOK

A site order book shall be maintained at site for the purpose of quick communication between the Architect / PMC Consultant. Any communication relating to the works may be conveyed through the site order book. Such a communication from one party to the other shall be deemed to have been adequately served in terms of Contract. Each site order book shall have machine numbered pages in triplicate and shall be carefully maintained and preserved by the Contractor and shall be made available to the Architect / PMC Consultant as and when demanded. Any instruction which the Architect / PMC Consultant may like to issue to the Contractor or the Contractor may like to bring to the Architect / PMC Consultant two copies of such instructions shall be taken from the site order book and one copy will be handed over to the party against proper acknowledgment and the second copy will be retained for their record.

13.0 TEMPORARY FENCING / BARRICADING

The Contractor shall provide and maintain a suitable temporary fencing / barricading and gates at his cost to adequately enclose all boundaries of the site for the protection of the public and for the proper execution and security of the work and in accordance with the requirement of the Architect / PMC Consultant and regulations of local authorities. These shall be altered, relocated and adopted from time to time as necessary and removed on completion of the work.

14.0 SITE MEETINGS

Site meetings will be held to review the progress and quality evaluation. The Contractor shall depute a senior representative along with the site representative as required to the site meetings and ensure all follow up actions. Any additional review meetings shall be held if required by the Architect / PMC Consultant.

15.0 DISPOSAL OF REFUSE

The Contractor shall cart away all debris, refuse etc. arising from the work from the site and deposit the same as directed by the Architect / PMC Consultant at his own cost. It is the responsibility of the Contractor to obtain from the local authorities concerned to the effect that all rubbish arising out of Contractor's activities at the construction site or any other off-site activities borrow pits has been properly disposed off.

16.0 CONTRACTOR TO VERIFY SITE MEASUREMENT

The Contractor shall check and verify all site measurements whenever requested by other specialists Contractors or other sub-Contractors to enable them to prepare their own shop-drawings and pass on the information with sufficient promptness as will not in any way delay the works.

17.0 DISPLAYING THE NAME OF THE WORK

The Contractor shall put up a name board of suitable size as directed by the Architect / PMC Consultant indicating therein the name of the project and other details as given

by the Architect / PMC Consultant at his own cost and remove the same on completion of work.

18.0 AS BUILT DRAWINGS

i. FOR THE DRAWINGS ISSUED TO THE CONTRACTOR BY ARCHITECT / CONSULTANT

The Architect / Consultant will issue two sets of drawings to the Contractor for the items for which some changes have been made from the approved drawings as instructed by the SBI / Architect / Consultant.

The Contractor will make the changes made on these copies and return these copies to the Architect/Consultant for their approval. In case any revision is required or the corrections are not properly marked, the Architect / Consultant will point out the discrepancies to the Contractor. The Contractor will have to incorporate these corrections and / or attend to discrepancies either on the copies as directed by the Architect / Consultant and resubmit to him for approval. The Architect / Consultant will return one copy duly approved by him.

ii. FOR THE DRAWINGS PREPARED BY THE CONTRACTOR

The Contractor will modify the drawing prepared by him wherever the changes are made by the SBI / Architect / Consultant and submit two copies of such modified drawings to the Architect / Consultant for approval. The Architect / Consultant will return one copy of the approved drawing to the Contractor. After completion of work the Contractor should prepare AS BUILT DRAWINGS after modifying the actual drawings issued by the Architect wherever the changes made by SBI / Architect / Consultant in the form of two sets of hard copy and one soft copy.

19.0 APPROVED MAKE

The Contractor shall provide all materials from the list of approved makes at his own cost and also appoint the specialized Agency for any other item as specified in the Tender. Before execution of the Work the Contractor get the Architect / PMC Consultant/ Engineer Approval for the materials. The Architect / PMC Consultant may approve any make / Agency within the approved list as given in the Tender after inspection of the sample / mockup.

20.0 PROCUREMENT OF MATERIALS

The Contractor shall make his own arrangements to procure all the required materials for the work. All wastages and losses in weight or length shall be to the Contractor's account. No deviation will be allowed in the material specified.

21.0 TAXES, LEVIES ETC:

The Contractor shall pay and be responsible for payment of all taxes, duties, levies, royalties, fees, cess or charges in respect of the works including but not limited to sales tax, tax on works Contract excise duty, and octroi, payable in respect of materials, equipment plant and other things required for the contract **except GST**. All of the aforesaid taxes, duties, levies, fees and charges shall be to the Contractor's account and the SBI shall not be required to pay any additional or extra amount on this account. Variation of taxes, duties, fees, levies etc: if any, till completion of work shall be deemed to be included in the quoted rates and no extra claim on this account will in any case be entertained. If a new tax or duty or levy or cess or royalty or octroi is imposed under as statute or law during the currency of Contract the same shall be borne by the Contractor.

22.0 ACCEPTANCE OF TENDER

The SBI shall have the right to reject any or all Tenders without assigning any reason. They are not to be bound to accept the lowest or any Tender and the Tenderer or Tenderers shall have no right to question the acts of the SBI. However adequate transparency would be maintained by the SBI.

23.0 The prices shall be Firm for the duration of Contract plus all authorized extensions of time plus three months period after completion of work. All rates will be including turnover tax, sales tax, works Contract tax and all other taxes etc. **except GST.**

24.0 SECURITY ARRANGEMENTS

- a) Proper arrangements shall be made to keep all records under lock and key.
- b) The Contractors should provide for adequate fences, watch and ward and security of all the construction materials.
- c) Movement of material, stores and plant, especially of those in which the Bank has got a financial interest or those which influence progress of work, shall be strictly controlled. Checks shall be exercised at gate (entrance and exit shall be preferably through one gate only).
- d) Bank's security guard will not be responsible for any theft or loss of the Contractor's belongings/equipment/materials.

25.0 Contractors are expected to strictly adhere to the labour laws in force from time to time by Central Government. The necessary records should be maintained at site and an amenity to the labours has to be made available at site as per law.

26.0 Contractors should ensure to make all the statutory taxes like service tax, work Contract / Sales Tax, etc. as per law in practice. Contractors are advised to quote the rates after considering the payment of such Taxes / liabilities and Bank will not make any reimbursement of such Taxes.

27.0 The successful Tenderer awarded with work assumes overall responsibilities and are solely responsible for co-ordination, execution of works by engaging the associate agencies and extracting the works from them as per specification within the time frame to the satisfaction of Bank / Architect / PMC Consultant as per Tender conditions. Any dispute if arise among them to be sorted out / settled at their level. The successful Tenderer is the sole representative for whole project and they / he is liable for any clauses of this Tender.

28.0 If the Contractor are under liquidity crisis or in unpredictable financial crunches or in any other problems and by which the works are stalled due to non-payment for the completed works to the Associate agencies engaged by them and the Contractor are not in a position to progress the work further, in the interest and earlier completion of the work Bank have every right to make direct payment to such already declared Associate agencies with written consent of the Contractor. In that event the amount paid to the Associate agencies shall be adjusted while making the actual payment as per the relevant clauses to the Contractors.

29.0 Necessary insurance policies such as CAR policy / Workmen's Compensation, Third Party liability to be taken before commencing the work and the original policies to be deposited with Bank. Contractor to indemnify the Bank against any form of statutory issues.

30.0 Bank will not pay any mobilization advance / material advance and there will not be any escalation for the work.

31.0 The Contractor at site verify the dimensions shown in the drawings before he takes up actual manufacture of the several items, making allowances for the actual dimensions that prevail at site.

32.0 The drawings, specifications and the bills of quantities, forming part of the Contract are explanatory of and are complementary to one another, representing together the works / installations to be carried out.

33.0 If neither the drawings nor the specifications nor the accepted bills of quantities include any part / parts the intention to include which is nevertheless clearly to be inferred and which are obviously necessary for the proper completion of the works / installations, all such parts shall be supplied and executed by the Contractor at no extra charge.

34.0 Anything contained in one or another of (a) the drawings (b) the specifications and (c) the accepted bills of quantities and not found in the other will be equally binding as if contained in each of them.

35.0 The descriptions in the bills of quantities are brief and have been compiled as correctly as possible but are not meant to be exhaustive.

36.0 It may clearly be noted that the inspection and approval of the items of work at any stage shall not exonerate the Contractor of his responsibilities in respect of the quality of work, workmanship and quality of materials.

37.0 Rate should include cost of mobilization of men & materials, water & electricity, price escalation during the contract period, lead & lift, storing & safekeeping of materials, jungle clearance, setting out, curing, safe disposal of debris, clearing the site, providing necessary cutouts & holes for electrical conduits, switch boxes, plug points etc., wherever necessary and as shown in drawing along with the coordination of other agencies. The work should be completed as per the items specified elsewhere in the document and the rate quoted shall include for doing work round the clock. No extra is payable in this respect.

SAFETY CODE

The Contractor should strictly adhere to the following General safety Guidelines while executing the work:

1. Smoking is strictly prohibited at workplace.
2. No one is allowed to work at or more than three meters height without wearing safety belt and anchoring the lanyard of safety belt to firm support preferably at shoulder level. Chinstrap of safety helmet shall be always on and safety boot is worn.
3. Usage of eye protection equipment shall be ensured when workmen are engaged for grinding, chipping, welding and gas cutting. For other jobs eye protection has to be provided as per the need.
4. All safety appliances like Safety shoes, Safety gloves, Safety helmet, Safety belt, Safety goggles etc. shall be arranged before starting the job.
5. Excavated pits for earthing, cable laying shall be barricaded till the backfilling is done. Safe approach to be ensured into every excavation.
6. Preferably the work shall be carried out during the daytime. However, adequate illumination at workplace shall be ensured in case any work is carried out at night.
7. Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from the ground.
8. All the dangerous moving parts of the portable / fixed machinery being used shall be adequately guarded.
9. Ladders being used at site shall be adequately secured at bottom and top. Ladders shall not be used as work platforms.
10. Debris, scrap and other materials to be cleared from time to time from the workplace and at the time of closing of work everyday. Dismantled Material shall not be thrown from the height and shall be properly disposed off to prevent any injury to public/staff.
11. Other than electricians no one is allowed to carry out electrical connections, repairs on electrical equipment or other jobs related thereto.
12. All electrical connections shall be made using 3 or 5 core cables, having a earth wire.
13. Inserting of bare wires for tapping the power from electrical sockets is completely prohibited and plug tops of suitable capacity only shall be used.
14. All the unsafe conditions, unsafe acts identified by contractors, reported by SBI to be corrected on priority basis.
15. No children or physically challenged persons shall be allowed to enter the workplace and shall not be utilized for any service during execution of the work.
16. All the Gas cutting, sharp tools, flammable materials and tackles shall be stored properly and safely when not in use.
17. Clamps shall be used on Return cables to ensure proper earthing for welding works.
18. Return cables shall be used for earthing.

19. All the pressure gauges used in gas cutting apparatus shall be in good working condition and in case of any leakages, the same shall not be used.
20. Proper eye washing facilities shall be made in areas where chemicals are handled.
21. Connectors and hose clamps are used for making welding hose connections.
22. Tapping of power by cutting electric cables in between must be avoided.
23. Proper junction boxes must be used.
24. First aid appliances including adequate supply of sterilized dressing and cotton wool shall be kept in a readily accessible place. An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
25. No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30 cm. (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used an extra mazdoor shall be engaged for holding ladder.
26. The excavated material shall not be placed within 1.5 meters of the edge of the trench or half of the depth of trench whichever is more. All trenches and excavations shall be provided with necessary fencing and lighting.
27. Every opening in the floor of a building or in a working platform is provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one metre.
28. No floor, roof or other part of the structure shall be so overloaded with debris or materials as to render it unsafe.
29. Workers employed on mixing and handling material such as asphalt, cement mortar or concrete and lime mortar shall be provided with protective footwear and rubber hand-gloves.
30. No paint containing lead or lead products shall be used except in the form of paste or readymade paint. Suitable masks should be supplied for use by the workers when paint is applied in the form of spray or surface having lead paint is dry scrubbed
31. Hoisting machines and tackle used in the works, including their attachments, anchorage and supports shall be in perfect condition.
32. The ropes used in hoisting or lowering material or as a means of suspension shall be of durable quality and adequate strength and free from defects
33. The workers should not wear any rings, watches and carry keys or other materials, which are good conductors of electricity.

READ, UNDERSTOOD AND ACCEPTED