



TENDER PART-A

(TECHNICAL BID)

STATE BANK OF INDIA

**ONLINE TENDER FOR INTERIOR & FURNISHING WORK
OF DOBI BARNCH AT DOBI**

REGIONAL BUSINESS OFFICE-5

STATE BANK OF INDIA,

Vakratund Complex, Opposite Bus Stand, Narmadapuram,
Madhya Pradesh, 461001.

Email: rm.rbonarmadapuram@sbi.co.in

TENDER SUBMITTED BY:

NAME:

ADDRESS:

GSTIN NO:

DATE:

ARCHITECTS

Minu & Sharat Associates

E8/19, Doorsanchar Nagar, Gulmohar Colony,

Bawadia Kalan, Bhopal-462039.

Ph: 09755945577, 0755- 4273906

Email: minusharat@gmail.com

NOTICE INVITING TENDERS

STATE BANK OF INDIA, RBO- NARMADAPURAM through its Architect **M/s. Minu & Sharat Associates, Bhopal** invites "online item rate E-tender" from the SBI Empaneled contractors under appropriate category for the captioned work.

The SBI Empaneled contractors who receive NIT from Architect are only entitled to quote for this tender.

The details of tender are as under:-

S. No.	Description	
1.	Name of work	Interior & Furnishing work of proposed DOBI BRANCH, (NARMADAPURAM Region).
2.	Nature of Work	Interior & Furnishing work.
3.	Estimated Cost	Rs. 13,42,910.50
4.	Time allowed for completion	45 Days from the date of Commencement
5.	Earnest Money Deposit	Rs. 13,500/- (Rupees Thirteen Thousand Five Hundred only) by means of Demand Draft / Banker's cheque (Valid for a period of 90 Days from the last date of submission of the tender) from any Nationalized Bank drawn in favour of R.M., State Bank of India, NARMADAPURAM
6.	Initial Security Deposit	The successful tenderer will have to submit a sum equivalent to 2% of accepted tender value less EMD by means of DD drawn in favour of R.M., State Bank of India, NARMADAPURAM within a period of 15 days of acceptance of tender.
7.	Date of issue of tender documents form Bank's website	From 20.09.2026 to 03.10.2026 https://www.etender.sbi/
8.	Last date & time for submission of Online Technical and Price bid, EMD and cost of tender document	Up to 3:00 P.M. On 03.10.2026 Note: It is sole responsibility of the bidder to ensure submission of their EMD and cost of tender document cum processing by stipulated date and time at specified address failing which they will not be allowed to participate in e-tendering
9.	Date & Time of opening of e-tenders	3:30 P.M. On 03.10.2026
10.	Address at which along with EMD & Cost of tender document proof has to be submitted.	The R.M., State Bank of India, RBO NARMADAPURAM. (M.P.) However Bids would be opened even in the absence of any or all the bidder's representatives.
11.	Place of opening tenders	The R.M., State Bank of India, RBO NARMADAPURAM. (M.P.) However Bids would be opened even in the absence of any or all the bidder's representatives.

12.	Liquidated Damages	0.50% of contract amount per weeks subject to max. 5% of contract value or final bill value.
13.	Defect's liability period	12 Months from the date of Virtual Completion
14.	Validity of offer	90 days from the date of opening of Price-bid
15.	Value of Interim Certificate	No Interim bill only Final Bill shall be paid
16.	Submission of Technical Bid (Hard Copy)	Contractors shall download the entire Technical Bid to get acquainted with terms and conditions and without fail in the e-tendering portal after putting the signature and seal. Failing to upload as stated above, the tender will be rejected. However, L1 Tenderer should submit the whole technical bid spirally bound securely and in serial order containing all pages duly signed with company seal and date to this office within 7 days of receipt of confirmation. Failure to submit the hardcopy of Technical Bid may render the bidder disqualified.
17.	Agency for arranging e-tender/online bidding	M/s. Antares Systems Limited, 24, Sudha Complex, 3rd Stage, 4thBlock, Bangalore – 560079, Karnataka. Ph.: 080-49352000 / 40482000 e-Mail: kushal.b@antaressystems.com ABHAY KUMAR SINGH: 09708966660 abhaykumar@antaressystems.com
18.	Corrigendum	The contractors have to visit the Bank's web site regularly for any corrigendum till the last date and time of opening of tender.

19. Tenders can be downloaded from the bank's website www.sbi.co.in (link) <Procurement News>. It shall be responsibility of the contractor to arrange and ensure that all pages of technical and financial bid are properly bound separately. Tenders in loose pages may be disqualified.

20. The contractor shall sign and stamp each page of the tender document thereby ensuring the number and sequence of all pages.

21. No conditions other than mentioned in the tender will be considered, and if given they will have to be withdrawn before opening of the price-bid.

22. The SBI reserve their rights to accept or reject any or all the tenders, either in whole or in part without assigning any reason(s) for doing so and no claim / correspondence shall be entertained in this regard.

23. Tenders received without EMD and Cost of Tender Documents shall be summarily rejected and such tenders shall not be allowed to participate in the online price bidding process.

24. In case the date of opening of tenders is declared as a holiday, the tenders will be opened on the next working day at the same time.

25. SBI has the right to accept / reject any / all tenders without assigning any reasons and no correspondence shall be entertained in this regard.

The R.M., State Bank of India, RBO NARMADAPURAM. (M.P.)

FORM OF TENDER

To,
 The R.M.,
 STATE BANK OF INDIA BANK,
 RBO NARMADAPURAM.

NAME OF WORK: Interior & Furnishing work for SBI DOBI BRANCH, NARMADAPURAM Region.

Sir,

3.1 Having visited the site and examined the drawings, conditions of contract, special conditions of contract, General specifications and detailed specifications, schedules and bill of quantities for the construction of the above named works, we offer to construct, complete and maintain the whole of the said works in conformity with the said drawings, conditions of contract, specifications, schedules and bill of quantities for the sum stated in bill of quantities of this Tender Document or such other sum as may be ascertained in accordance with the said conditions of contract.

3.2 We undertake to complete and deliver the whole of the works comprised in the contract within the time stated in the appendix hereto.

3.3 We have independently considered the amount of liquidated damages shown in the Appendix hereto and agree that it represents a fair estimate of the loss likely to be suffered, by you in the event of the works not being completed in time.

3.4 We agree to abide by this tender for the period of 90 days from opening of envelope 3 or extension thereof as required by the employer from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

3.5 We confirm that the period and rates as referred in the agreement or general conditions of contract are given or summarized in the appendix hereto, to which we give our consent and agree to abide by the same.

3.6 If this tender is accepted, we undertake to enter into and execute at our cost, when called upon by the employer to do so, a contract agreement in the prescribed form. Unless and until a formal agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding contract between us.

3.7 We understand that if our tender is accepted, we are to be jointly and severally responsible for the due performance of the contract.

3.8 We understand that you are not bound to accept the Lowest or any tender you may receive and may reject all or any tender, accept or entrust the entire work to the contractor or divide the work to more than one contractor without assigning any reason or giving any explanation whatsoever.

Dated this _____ day of _____ 2026 Signature
 _____ in the capacity of _____ duly
 authorized to sign tenders for and on behalf of

(IN BLOCK CAPITALS)

Witness :

Signature/ Address:

APPENDIX TO FORM OF TENDER**GENERAL CONDITIONS OF CONTRACT CLAUSE NO.**

Defects Liability period	12 Months (Clause No. 5.37)
Date of commencement	3 days from the date of acceptance letter is issued to contractor or day on which the contractor is instructed to take possession of the site whichever is later. (Clause No. 5.14)
Time of completion	45 Days from the date of commencement. (Clause No. 5.14)
Period of Final Measurement	One months from the date of virtual completion (Clause No. 5.31)
Liquidated damages	0.5% of the tendered amount shown in the tender per week subject to the ceiling of 5% of the accepted contracted sum. (Clause No. 5.15)
Minimum value of work for interim certificate	NIL (Clause No. 5.29)
Initial security deposit	2% of the accepted tender value including earnest money (Clause No. 5.12)
Retention percentage	10% of the accepted tender amount subject to maximum as per clause (Clause No. 5.12)
Refund of total security comprising of EMD, ISD and Retention	The initial security deposit comprising of EMD, shall be refunded to the ISD and retention contractor within 14 days of the issue of certificate of Virtual completion. The retention amount will be refunded to the contractor 14 days after the end of the defect liability period. (Clause No. 5.12)
Period of honoring Certificate	15 days from date of receipt of certificate from the Architect. (Clause No. 5.29)
GST	Contractor to Quote rates excluding GST, the same shall be paid separately by the Bank as applicable

SAMPLE BUISNESS RULE DOCUMENT

ONLINE E-TENDERING FOR PROPOSED INTERIOR & FURNISHING WORK OF DOBI BRANCH, NARMADAPURAM Region (M.P.)

(A) Business rules for E-tendering:

1. Only empaneled contractors with SBI under appropriate category who are invited by the project Architect/SBI shall only be eligible to participate.
2. SBI will engage the services of and E-tendering service provider who will provide necessary training and assistance before commencement of online bidding on Internet.
3. In case of e-tendering, SBI (RM, RBO NARMADAPURAM) will inform the vendor in writing, the details of service provider to enable them to contact and get trained.
4. Business rules like event date, closing and opening time etc. also will be communicated through service provider for compliance.
5. Contractors have to send by email, the compliance form in the prescribed format (provided by service provider), before start of E-tendering. Without this the vendor will not be eligible to participate in the event.
6. The Contractors will be required to submit the hard copy of EMD and proof of tender application copies in sealed Envelope to the office of State Bank of India at the address mentioned hereinbefore by the stipulated date and time. Contractors not submitting any one or more documents shall not be eligible to participate in the on line price bidding.
7. E-tendering will be conducted on schedule date & time.
8. **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:

SBI shall finalize the Tender through e-tendering mode for which **M/s Antares Systems Limited, Bangalore**, has been engaged by SBI an authorized service provider. 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 **M/s Antares Systems Limited, Bangalore** 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. In order to ward-off such contingent situation bidders are requested to make all the necessary arrangements/ alternatives such as back-up power supply whatever required so that they are able to circumvent such situation and still be able to

participate in the E-tendering successfully. 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 cannot be extended and SBI is not responsible for such eventualities.

2. **M/s Antares Systems Limited, Bangalore** 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.
3. BIDDING CURRENCY AND UNIT OF MEASUREMENT: Bidding will be conducted in Indian currency & Unit of Measurement will be displayed in Online E-tendering.
4. 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.
5. Procedure of E-tendering:

Online E-tendering :

- I. The hard copy of the Technical as well as Price Bid is available on the Bank's website during the period specified in the NIT.
- II. Online e-tendering is open to the empaneled bidders who receive NIT from the SBI and qualified for participating in the price bidding as provisions mentioned hereinabove through SBI approved Service Provider.
- III. The Price-Bid shall be made available online by the Service Provider wherein the contractors will be required to fill-in their Item-wise rates for each item.
- IV. 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.
- V. It is mandatory to all the bidders participating in the price bid to quote their rates for each and every item.
- VI. In case, contractor fails to quote their rates for any one or more tender items, their tender shall be treated as **"Incomplete Tender"** and shall be liable for rejection.
6. LOG IN NAME & PASSWORD: Each Bidder is assigned a Unique User Name & Password by **M/s Antares Systems Limited, Bangalore**. The Bidders are requested to change the Password after the receipt of initial Password from **M/s Antares Systems Limited, Bangalore**. All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.
7. 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 depaneling such contractors and forfeiting their EMD.
8. At the end of the E-tendering, SBI will decide upon the winner. SBI decision on award of Contract shall be final and binding on all the Bidder

9. SBI shall be at liberty to cancel the E-tendering process / tender at any time, before ordering, without assigning any reason.
10. SBI shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.
11. Other terms and conditions shall be as per your techno-commercial offers and other correspondences till date.

12. OTHER TERMS & CONDITIONS:

- The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other suppliers / bidders.
- The Bidder shall not divulge either his Bids or any other exclusive details of SBI to any other party.
- SBI decision on award of Contract shall be final and binding on all the Bidders.
- SBI reserves their rights to extend, reschedule or cancel any E-tendering within its sole discretion.
- SBI or its authorized service provider **M/s Antares Systems Limited, Bangalore** shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
- SBI or its authorized service provider **M/s Antares Systems Limited, Bangalore** is not responsible for any damages, including damages that result from, but are not limited to negligence.
- SBI or its authorized service **M/s Antares Systems Limited, Bangalore** 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.

N.B.

- All the Bidders are required to submit the Process Compliance Statement (Annexure II) duly signed to M/s Antares Systems Limited, Bangalore.
- **All the bidders are requested to ensure that they have a valid digital signature certificate well in advance to participate in the online event.**

PROCESS COMPLIANCE STATEMENT (ANNEXURE II)

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

To,
M/s. Antares Systems Limited,
24, Sudha Complex,
3rd Stage, 4thBlock, Bangalore – 560079,
Karnataka. Ph.: 080-49352000 / 40482000
e-Mail: kushal.b@antaressystems.com

AGREEMENT TO THE PROCESS RELATED TERMS AND CONDITIONS FOR THE ON LINE E-TENDERING FOR PROPOSED INTERIOR & FURNISHING WORK OF DOBI BRANCH, RBO NARMADAPURAM.

Dear Sir,

This has reference to the Terms & Conditions for the E-tendering mentioned in the Tender document.

This letter is to confirm that:

- 1) The undersigned is authorized representative of the company.
- 2) We have studied the Commercial Terms and the Business rules governing the E-tendering as mentioned in RFP of SBI as well as this document and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the E-tendering tool and have understood the functionality of the same thoroughly.
- 4) We confirm that SBI and **M/s Antares Systems Limited, Bangalore** shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-E-tendering platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the E-tendering event.
- 5) We confirm that we have a valid digital signature certificate issued by a valid Certifying Authority.
- 6) We, hereby confirm that we will honor the Bids placed by us during the E-tendering process.

With regards,

Date:

Signature with company seal

Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

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

SECTION - II
INSTRUCTIONS TO THE TENDERER

2.0 The details of work to be carried out and its scope are given in the specifications and bill of Quantities of these documents which also indicate a brief description of the Project where work is to be executed.

The Tenderers are advised to study the same carefully before tendering and they shall be deemed to have fully acquainted themselves with the same.

2.1 The Tenderers, in their own interest, are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders, in respect of the site conditions including but not restricting to the following which may influence or effect the work or cost thereof under the contract.

a) Site conditions including access to the site, existing and required roads and other means of transport/communication for use by him in connection with the work.

b) Requirement and availability of land and other facilities for his enabling works, stores and workshops etc.

c) Ground condition including those bearing upon transportation, disposal, handling and storage of materials required for the work or obtained therefrom;

d) Source and extent of availability of suitable materials including water etc. and labour (skilled and unskilled) required for work and laws and Regulations governing their use and employment;

e) The type of equipment and facilities needed preliminary for and in the performance of the work and for successful completion of work.

f) All other information pertaining to and needed for the work including information as to the risks, contingencies and other circumstances which may influence or effect the work or the cost thereof under this contract.

2.2 The tenderers should note that the information, if any, in regard to the site and local conditions, as contained in these tender documents has been given merely to assist the tenderers and is not warranted to be complete.

2.3 The tenderers should note and bear in mind that the BANK shall bear no responsibility for the lack of acquaintance of the site and other conditions or any information relating thereto, on their part. The consequences of the lack of any knowledge as aforesaid on the part of the tenderers shall be at their risk and cost and no charges or claims whatsoever consequent upon the lack of any information, knowledge or understanding shall be entertained or payable by the BANK.

2.4 Immediately on receipt of the Tender Documents from the BANK but at least seven days prior to the date fixed for opening of Envelope No. 1 & 2 of Tender, the Tenderer may submit in writing any tender enquiry on matters where clarifications or additional information is desired.

If considered appropriate, the BANK reserves the right to issue addendum(s) or amendment(s) to any condition/specifications/schedules to all Tenderers before the date of submission. Tenders submitted by the tenderers shall be deemed to cover the effect of such addendum(s)/amendment(s) issued and such addendum(s)/amendment(s) duly signed by the tenderers shall be submitted along with the tenders.

2.5 The tender should be submitted in the prescribed form and the same should be signed as laid down here under;

- a) If the tender is submitted by an individual it shall be signed by the proprietor above his full name and full name of his firm with his current business address.
- b) If the tender is submitted by a proprietary firm, it shall be signed by the proprietor above his full name and full name of his firm with its name and current business address.
- c) If the tender is submitted by a firm in partnership, it shall be signed for and on behalf of the firm by all the partners of the firm above, their full names and current business address, or by a partner holding the power of attorney for the firm by signing the tender in which case a certified copy of the Power of Attorney shall accompany the tender. A certified copy of the partnership deed and current business address of all the partners of the firm shall also accompany the tender.
- d) If the tender is submitted by a Limited company, or a Limited corporation, it shall be signed by a duly authorized person holding the power of attorney for signing the tender in which case a certified copy of the Power of Attorney shall accompany the tender. Such Limited company or Corporation may be required to furnish satisfactory evidence of its existence before the contract is awarded.
- e) If the tender is submitted by a group of firms, the sponsoring firms shall submit complete information pertaining to each firm in the group and state along with the bid as to which of the firm shall have the responsibility for tendering and for completion of the contract document and furnish evidence admissible in law in respect of the authority assigned to such firm on behalf of the group of the firms for tendering and for completion of the contract of the contract document. The full information and satisfactory evidence pertaining to the participation of each members of the group of firm in the tender shall be furnished along with the tender.
- f) All witnesses and sureties (if any) shall be persons of status and their full names, occupations and address shall be stated below their signatures. All signatures affixed on each page in the tender will be dated.

2.6 The tenderer shall furnish with his tender :

- a) Construction schedule showing all activities of work in details and in the form of Bar Chart proposed to be completed within the stipulated period duly signed as token of acceptance.
- b) Details of plant, equipment and Machinery immediately available with the tenderer for deployment on the work.
- c) Detail of Technical and supervisory personnel already employed by tenderer which he proposes to utilize for this work and such other personnel which he proposes to employ further for this work.
- d) Relevant information on the capacity, financial resources and experience about himself.

2.7 The earnest money deposit without any interest will be returned to the unsuccessful tenderers only after validity period/award of work.

2.8 The BANK or its duly authorized representative will open the tenders in the presence of tenderers who may be present at the time. If any of the tenderer or his agent is not present at the time of opening of tender, the BANK or its duly authorized representative will, on opening of tenders of the absentee tenderer, prepare a statement of the attested and unattested corrections in the tender under his signatures. Such a statement shall then be binding on the absentee tenderer.

2.9 Tenders, which should always be placed in sealed covers, with the name of the project written on the envelopes will be received by R.M. DOBI STATE BANK OF INDIA upto 03:00 noon On 08/10/2026 and will be opened by him in his office after 03:30 PM.

2.10 The time allowed for the carrying out of the work will be **45 DAYS** from the date of written orders to commence the work.

2.11 The tenderers should quote for all the items of work as given in the bill of quantities. The rates shall be written in both the words and in figures. Tenderer shall also show cost of each item, total of each subhead and, the Grand total of the whole contract. Corrections, if any, shall be made by crossing out, initialing dating and rewriting.

2.12 While a contractor signs a tender in an Indian language the total amount tendered should also be written in the same language. In the case of illiterate contractors the rates and the amount tendered should be attested by a witness.

2.13 Issue of tender form will be stopped one days before the date fixed for the opening of tenders.

2.14 Earnest money amounting to (RS 13500/-) in the form of BANK Draft drawn in favour of " RM, RBO - NARMADAPURAM , a/c (*name of/Contractor's firm*) " must accompany each tender and each tender is to be in a sealed cover superscribed "Tender for Interior & Furnishing Works of DOBI BRANCH, RBO NARMADAPURAM at STATE BANK OF INDIA" and addressed to the office of R.M., RBO NARMADAPURAM.

2.15 The contractor whose tender is accepted will be required to furnish by way of security deposit 2% of the accepted tender amount (including earnest money) for the due fulfillment of his contract. The Security Deposit shall be collected as detailed in General conditions of contract clause no. 5.12.

2.16 The acceptance of a tender will rest with the STATE BANK OF INDIA, which does not bind itself to accept the lowest tender, and reserves to itself the authority to reject any or all of the tenders received without the assignment of any reasons. All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.

2.17 Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.

2.18 All item rates shall be quoted on the proper form of the tender alone.

2.19 An item rate tender containing percentage below/above will be summarily rejected. However, where a tenderer voluntarily offers a rebate for payment within a stipulated period. This may be considered.

2.20 On acceptance of tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Employer/Architect shall be communicated to the Employer/Architect.

2.21 Special care should be taken to write in figures as well as in words and the amounts in figure only, in such a way that interpretation is not possible. The total amount should be written both in figures and words. In case of figures, the word 'Rs' should be written before, the figure of Rupees and words 'p' after the decimal figures, e.g. Rs 2.15 p and in case words, the word 'Rupees' should precede and the word paise should be written at the end, unless the rate is in whole rupees and followed by the words 'only', it should invariably be upto two decimal places. While quoting the rates in the bill of quantities, the word 'only' should be written closely following the amount and it should not be written in the next line.

2.22 (a) The BANK does not bind itself to accept the lowest tender but it may accept any tender and reserves to itself the right of accepting the whole or any part of a tender and the tenderer shall be bound to perform the same at the rate quoted.

(b) The BANK reserves the right to accept the tender in full or in parts and that the tenderer shall have no claim for revision of rates or other conditions if the tender is accepted in parts.

2.23 The contractor shall give a list of his relatives working with the BANK along with their designations and addresses.

2.24 No employee of the BANK is allowed to work under or as a contractor for a period of two years after his retirement from BANK services, without the previous permission of the BANK. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be a such a person who had not obtained the permission of the BANK as aforesaid before submission of the tender or engagement in the contractor's service.

2.25 The tender for works shall remain open for acceptance for a period of 90 days from the date of opening of Envelope No. 3 of the tenders. If any tenderer withdraws his tender before the said period, then the BANK shall be at liberty to forfeit Earnest Money paid along with the tender.

The Earnest Money Deposit of the tenderer whose tender is accepted shall be forfeited in full in case he does not remit the initial security deposits within the stipulated period or start the work by the stipulated date mentioned in the award letter.

2.26 The tender for the work shall not be witnessed by a contractor or contractors who himself/themselves has/have tendered or who may and has/have tendered for the said work. Failure to observe this condition would render tenders of the contractors tendering as well as witnessing the tender liable to summary rejection.

2.27 It will be obligatory on the part of the tenderer to tender and sign the tender documents for all the component parts and that, after the work is awarded, he will have to enter in to an agreement, for each component with the competent authority in the BANK.

2.28 Sealed tenders are to be delivered in person to the officer nominated for the purpose or put in a sealed tender box kept in the office before the stipulated time.

2.29 The 'Notice Inviting Tender' and this 'Instructions for Tenderers' shall form part of the Tender Documents.

SIGNATURE OF THE COMPETENT AUTHORITY
STATE BANK OF INDIA

ARTICLES OF AGREEMENT

(On non-judicial Stamp Paper of Rs. 1000/- or as per latest Govt. Rules)

This agreement is made on _____ day of _____ 2026 between (STATE BANK OF INDIA RBO NARMADAPURAM, _____ (hereinafter called "The Employer") of the one part and _____ (hereinafter called "the Contractor") of the other part.

WHEREAS the Employer is desirous of certain works should be executed viz. Interior & Furnishing Works for STATE BANK OF INDIA, DOBI BRANCH, RBO NARMADAPURAM and has by letter of acceptance dated _____ accepted a tender by the contractor for the execution, completion, and maintenance of such works, now THIS AGREEMENT WITNESSES as follows :

4.1 In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the said conditions of contract hereinafter referred to :

4.2 The following documents shall be deemed to form and to read construed as part of this agreement, viz.

- i) Original tender document.
- ii) Relevant correspondence all letters/correspondence forming part of contract and referred to in acceptance letter.
- iii) Acceptance letter.
- iv) Bill of quantities.
- v) The drawings.
- vi) Time and progress chart.
- vii) Other additional documents as required,
 - a)
 - b)
 - c)
- viii) Article of Agreement.

4.3 The aforesaid documents shall be taken as complementary and mutually explanatory of one another, but in the case of ambiguities of discrepancies the latest documents issued by the BANK shall prevail over on earlier documents.

* Give the Name, Destination and Address of the Contractor.

- 4.4** In consideration of the payment to be made by the employer to the contractor as hereinafter mentioned, the contractor hereby covenants with the employer to perform execute, complete and maintain the work in conformity in all respects with the provision of the contract.
- 4.5** The employer hereby covenants to pay the contractor in consideration of the execution, completion and maintenance of the works such sums as shall become payable hereunder at the time(s) and in the manner prescribed in the said conditions and price schedule of quantities/bill of quantities prescribed in the contract.

IN WITNESS whereof the parties hereto have caused their respective common seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day, month and year first above written.

SIGNED AND SEALED AND DELIVERED BY THE

said _____

(Name _____)
_____)

on behalf of the contractor

In the presence of

Name: _____

Address: _____

said _____

(Name _____)

on behalf of the employer

In the presence of

Name: _____

Address: _____

- This form is included in the tender documents only for the information of the tenderers. Only the successful tenderer will be, in due course, required to complete the form.

INSTRUCTIONS TO THE TENDERERS**1.0 Scope of work**

RM, RBO, NARMADAPURAM, invites e-tender's for Proposed Interior & Furnishing work of DOBI Branch, RBO NARMADAPURAM.

Site and its location: The proposed work is to be carried out at DOBI BRANCH, DOBI.

2.0 Tender documents

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

- Instructions to tenderers
- General conditions of Contract
- Special conditions of Contract
- Additional specifications
- Drawings
- Priced bid

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

- Price Bid
- Additional Specifications
- Technical specifications
- Drawings
- Special conditions of contract
- General conditions of contract
- Instructions to Tenderers

2.3 Complete set of tender documents including relative drawings can be downloaded from the website www.sbi.co.in

2.4 The tender documents are not transferable.

3.0 Site Visit

3.1 The tenderer must obtain himself on his own responsibility and his own expenses all information and data that may be required for the purpose of filling this tender document and enter into a contract for the satisfactory performance of the work. The tenderer is requested satisfy himself regarding the availability of water, power, transport and

communication facilities, the character quality and quantity of the materials, labour, the law-and-order situation, climatic conditions local authorities requirement, traffic regulations etc;

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

4.0 **Earnest Money**

4.1 The tenderers are requested to submit the Earnest Money of **Rs. 13,500.00 (Rupees Thirteen Thousand Five Hundred only)** by means of Demand Draft / Pay Order (Valid for a period of 90 Days from the last date of submission of the tender) from any Nationalized Bank drawn in favour of R.M., State Bank of India, RBO NARMADAPURAM payable in DOBI . NO TDR / STDR SHALL BE ACCEPTED AS EMD

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

4.3 No interest will be paid on the EMD.

4.4 EMD of unsuccessful tenderer will be refunded within 45 DAYS of award of Contract.

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

5.0 **Initial/ Security Deposit**

The successful tenderer will have to submit a sum equivalent to 2% of accepted tender value less EMD by means of DD drawn in favour of R.M., State Bank of India, DOBI within a period of 15 days of acceptance of tender.

6.0 **Security Deposit**

6.1 Total security deposit shall be 5% of contract value. Out of this 2% of contract value is in the form of Initial Security Deposit (ISD) 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 Security Deposit (TSD) including ISD reaches to 5% of contract value. The 50% of the Total Security Deposit shall be paid to the contract on the basis of architect's certifying the virtual completion. The balance 50% would be paid to the contractors after the defects liability period as specified in the contract.

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

7.0 **Signing of contract Documents**

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

8.0 Completion Period

Time is essence of the contract. The work should be completed in all respect accordance with the terms of contract within a period of **45Days (Forty five days)** from the date of award of work.

9.0 Validity of tender

Tenders shall remain valid and open for acceptance for a period of 90 days from the date of opening price bid. If the tenderer withdraws his/her offer during the value period or makes modifications in his/her original offer which are not acceptable to Bank without prejudice to any other right or remedy the Bank shall be at liberty forfeit the EMD.

10.0 Liquidated Damages

The liquidated damages shall be 0.50% per week subject to a maximum of 5% of contract value.

11.0 Rate and prices:

11.1 The tenderers need not quote their rates for which no quantities have been given. In case the tenderers quote their rates for such items those rates will be ignored and will not be considered during execution.

11.2 The tenderers should not change the units as specified in the tender. If any unit is changed the tenders would be evaluated as per the original unit and the contractor would be paid accordingly.

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

11.3 Each page of the BOQ shall be signed by the authorized person and cutting or overwriting shall be duly attested by him.

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

11.5 The rate quoted shall be firm and shall include all costs, allowances, taxes, levies.

11.6 The SBI reserve their rights to accept any tenders, either in whole or in part or may entrust the work in phases or may drop the part scope of work at any stage of the project within its sole discretion without assigning any reason(s) for doing so and no claim / correspondence shall be entertained in this regard.

11.7 In case it is decided by the SBI to drop one or more buildings from the scope of work at any stage of the project, the contractor shall not be entitled to raise any claim / compensation for such deleted scope of work. Also, the SBI may consider issuing work order for various buildings in phases but within a reasonable time interval and the contractor shall be bound to execute the same within the stipulated time period and as per rates quoted by them in this tender without any claim for price escalation.

12. Restriction under Rule 144 9XI) of General Financial Rules 2017 of Ministry of Finance, India order no. F. No. 6/18/2019/PPD dated 23rd July 2020.

- Any bidder from a country which shares a land border with India will be eligible to bid in this tender ONLY if the bidder is registered with the Competent Authority (registration committee constituted by the Department for promotion of industry and internal Trade).
- 'Bidder' (including the terms 'tender' 'consultant or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial judicial person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- 'bidder from a country which shares land border with India (such a country); for this purpose means:
 - An entity incorporated, established or registered in such a country, or
 - A subsidiary of an entity incorporated, established or registered in such a country or
 - An entity substantially controlled through entities incorporated, established or registered in such a country, or
 - An entity whose beneficial owner is situated in such a country or
 - An Indian (or other) agent of such an entity or
 - A natural person who is a citizen of such a country or
 - A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- The beneficial owner for the purpose of (iii) above will be as under:
 - In case of A Company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more judicial person, has a controlling interest or who exercise control through other means.
 - Explanation-
 - "Controlling ownership interested" means ownership of or entitlement to more than twenty five percent of shares or capital or profits of the Company;
 - "Control" shall include right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

- In case of a partnership firm, the beneficial owner is the natural person(s), who whether acting alone or together, through one or more judicial person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who whether acting alone or together, through one or more judicial person, has ownership of or entitlement to more than fifteen percent of capital or profits of such association or body of individuals.
 - Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - In case of a trust, the trustiest, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- An Agent is a person to do any act for another, or to represent another in dealing with third person .
 - [To be inserted in tenders for Works contracts, including Turnkey contract]. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.
 - All bidders need to submit a declaration-cum-certificate (along with evidence) in this regards as per "Annexure-I" failure to submit such valid declaration-cum-Certificate will make the bid liable for rejection."

SIGNATURE OF THE CONTRACTOR

WITH SEAL

GENERAL CONDITIONS OF CONTRACT

5.2 SCOPE

The work consists of Interior & Furnishing Works of STATE BANK OF INDIA , DOBI BRANCH, DOBI , in accordance with the "Drawings" and "Schedule of Quantities". The Interior & Furnishing works etc. complete are within the scope of this tender. It includes furnishing all materials, labour, tools and equipment and management necessary for, and incidental to, the construction and completion of the work. All work, during its progress and upon completion shall confirm to the lines, elevations and grades as shown on the drawings furnished by the employer. Should any detail essential for efficient completion of the work be omitted from the drawings and specifications it shall be the responsibility of the contractor to inform the employer and to furnish and install such detail with employer's concurrence, so that upon completion of the proposed work the same will be acceptable and ready for use.

Employer may in their absolute discretion issue further drawings and/or written instructions, details, directions and explanations, which are, hereafter collectively, referred to as "the employer's instructions" in regard to :

- a) The variation or modification of the design quality or quantity of works or the addition or omission or substitution of any work.
- b) Any discrepancy in the drawing or between the schedule of quantities and/or drawings and/or specifications.
- c) The removal from the site of any defective materials brought thereon by the contractor and the substitution of any other material thereof.
- d) The demolition/removal and/or re-execution of any work executed by the contractors.
- e) The dismissal from the work of any persons employed thereupon.
- f) The opening up for inspection of any work covered up.
- g) The rectification and making good of any defects under clauses hereinafter mentioned and those arising during the maintenance period (retention period).

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

1. Definitions:

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

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

- 1.1.1 'SBI' shall mean State Bank of India (client) a body Corporate created under State Bank of India Act 1955, having its Corporate Centre at State Bank Bhavan, Madame Cama Road, Mumbai 400 021 and a LHO at Bhopal and includes the client's representatives, successors and assigns.

Architects/Consultants' shall mean **M/s. Minu & Sharat Associates**

- 1.1.2 Site Engineer' shall mean an Engineer appointed by the Bank as their representative to give instructions to the contractors.
- 1.1.3 The Contractor' shall mean the individual or firm or company whether incorporated or not, undertaking the works and shall include legal personal representative of such individual or the composing the firm or company and the permitted assignees of such individual or firms of company.

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

- 1.1.4 Engineer' shall mean the representative of the Architect/consultant.
- 1.1.5 Drawings shall mean the drawings prepared by the Architects and issued by the Engineer and referred to in the specifications and any modifications of such drawings as may be issued by the Engineer from time to time 'Contract value shall mean the value of the entire work as stipulated in the letter of acceptance of tender subject to such additions thereto or deductions there from as may be made under the provision herein after contained.
- 1.1.6 Specifications' shall mean the specifications referred to in the tender and any modifications thereof as may time to time be furnished or approved by the architect/ consultant "Month" means calendar month.
- 1.1.7 Week" means seven consecutive days.
- 1.1.8 Day" means a calendar day beginning and ending at 00 Hrs and 24 hrs respectively.

CLAUSE

1.0 Total Security Deposit

Total Security deposit comprise of:

- a) Earnest Money Deposit
- b) Initial Security Deposit
- c) Retention Money
- d) Additional Security Deposit

a) Earnest Money Deposit:

The tenderer shall furnish EMD in the form of Demand draft or bankers cheque drawn in favour of R.M., State Bank of India, NARMADAPURAM, on any Scheduled Bank. No tender shall be considered unless the EMD is so deposited in the required form. No interest shall be paid on this EMD. The EMD of the unsuccessful tenderer shall be refunded soon after the decision to award the contract is taken without interest. The EMD shall stand absolutely forfeited if the tenderer revokes his tender at any time during the period when he is required to keep his tender open acceptance by the SBI or after it is accepted by the SBI the contractor fails to enter into a formal agreement or fails to pay the initial security deposit as stipulated or fails to commence the work within the stipulated time.

b) Initial Security Deposit (ISD)

The amount of ISD shall be 2% of accepted value of tender including the EMD. Balance of ISD (i.e. excluding EMD) is to be submitted in the form of D/D drawn on any scheduled Bank and shall be deposited within 15 days from the date of letter of acceptance of tender.

c) Retention Money

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

2.0 Scope of Work

The contractor shall carry out, complete and maintain the said work in every respect strictly in accordance with this contract and with the directions of and to the satisfaction of the Bank to be communicated through the architect/consultant. The architect/consultant at the directions of the Bank from time-to-time issue further drawings and/or written instructions, details directions and explanations which are hereafter collectively referred to as Architect's/Consultant's instructions in regard to : the variation or modification of the design, quality or quantity of work or the addition or omission or substitution of any work, any discrepancy in the drawings or between the BOQ and/or drawings and/or specifications, the removal from the site of any material brought thereon by the contractor and the substitution of any other materials thereof, the demolition, removal and/or re-execution of any work executed by him, the dismissal from the work of any person employed/engaged thereupon.

3 (i) Letter of Acceptance

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

4 (ii) Contract Agreement

On receipt of intimation of the acceptance of tender from the SBI/Architect the successful tenderer shall be bound to implement the contract and within fifteen days thereof he shall sign an agreement in a non-judicial stamp paper of appropriate value.

5.0 Detailed drawings and instructions

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

The work shall be executed in conformity therewith and the contractor 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.

Copies of Agreement

Two copies of agreement/tender document duly signed by both the parties in a non-judicial stamp paper of ₹ 500/- with the drawings shall be handed over to the contractors.

6.0 Liquidated Damages

If the contractor fails to maintain the required progress in terms of GCC or to complete the work and clear the site including vacating their office on or before the contracted or extended date or completion without justification in support of the cause of delay, he may be called upon without prejudice to any other right of remedy available under the law to the SBI. In such cases of breach, the contractor will be liable to pay a liquidated damages at the rate of 0.5% of the contract value per week subject to a maximum of 5% of the contract value.

7.0 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 behaviour is found to be unsatisfactory by the SBI/Architect/Consultant he shall be removed from the site immediately.

8.0 Permits, Laws and Regulations

Permits and licences required for the execution of the work shall be obtained by the contractor at his own expenses. The contractor shall give notices and comply with the regulations, laws, and ordinances rules, applicable to the contractor. If the contractor observes any discrepancy between the drawings and specifications, he shall promptly notify the SBI in writing under intimation of the Architect/Consultant. If the contractor performs any act which is against the law, rules and regulations he shall meet all the costs arising there from and shall indemnify the SBI any legal actions arising there from.

9.0 Setting out Work

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

10.0 Protection of works and property

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

He shall take adequate care and steps for protection of the adjacent properties. The contractor shall take all precautions for safety and protection of his employees on the works and shall comply with all applicable provisions of Government and local bodies' safety laws and building codes to prevent accidents, or injuries to persons or property of about or adjacent to his place of work. The contractor shall take insurance covers as per **clause 22.7.1** at his own cost. The policy may be taken in joint names of the contractors and the SBI and the original policy may be lodged with the SBI.

11.0 Inspection of Work

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

11.0 Assignment and subletting

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

12.0 Quality of Materials, Workmanship & Test

- (i) All materials and workmanship shall be best of the respective kinds described in the contract and in accordance with Architect/Consultant instructions and shall be subject

from time to time to such tests as the architect/consultant may direct at the place of manufacture or fabrication or on the site or an approved testing laboratory. The contractor shall provide such assistance, instruments, machinery, labour and materials.

(ii) Samples

All samples of adequate numbers, size, shades & pattern as per specifications shall be supplied by the contractor without any extra charges. If certain items proposed to be used are of such nature that samples cannot be presented or prepared at the site detailed literature/test certificate of the same shall be provided to the satisfaction of the Architect/consultant. Before submitting the sample/literature the contractor shall satisfy himself that the material/equipment for which he is submitting the samples/literature meet with the requirement of tender specification. Only when the samples are approved in writing by the architect/consultant the contractor shall proceed with the procurement and installation of the particular material/equipment. The approved samples shall be signed by the Architect/Consultant for identification and shall be kept on record at site office until the completion of the work for inspection/comparison at any time. The Architect/Consultant shall take reasonable time to approve the sample. Any delay that might occur in approving the samples for reasons of its not meeting the specifications or other discrepancies inadequacy in furnishing samples of best qualities from various manufacturers and such other aspects causing delay on the approval of the materials / equipment etc shall be to the account of the contractor.

iii) Cost of tests

The cost of carrying out any test shall be borne by the contractor if such test is intended by or provided for in the specifications or BOQ.

(iv) Cost of test not provided for

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

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

13.0 Obtaining Information related to execution of work

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

14.0 Contractor's superintendence

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

15.0 Quantities

- i) The bill of quantities (BOQ) unless or otherwise stated shall be deemed to have been prepared in accordance with the Indian Standard Method of Measurements. The rate quoted shall remain valid for variation of quantity against individual item to any extent subject to maximum variation of the contract value by 25%. The entire amount paid under Clause 20 hereof as well as amounts of prime cost and provisional sums, if any, shall be excluded.
- ii) Variation exceeding 25%: The items of work executed in relation to variation exceeding 25% shall be paid on the basis of provisions of clause 21(c) hereof.

16.0 Works to be measured

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

17.0 Variations:

No alteration, omission or variation ordered in writing by the Architect/Consultant shall vitiate the contract. In case the SBI/Architect/Consultant thinks proper at any time during the progress of works to make any alteration in, or additions to or omission from the works or any alteration in the kind or quality of the materials to be used therein, the Architect/Consultant shall give notice thereof in writing to the contractor or shall confirm in writing within seven days of giving such oral instructions the contractor shall alter to, add to, or omit from as the case may be in accordance with such notice but the contractor shall not do any work extra to or make any alteration or additions to or omissions from the works or any deviation from any of the provisions of the contract, stipulations, specifications or contract drawings without previous consent in writing of the Architect/Consultant and the value of such extras, alterations, additions or omissions shall in all cases be determined by the Architect/Consultant and the same shall be added to or deducted from the contract value, as the case may be.

18.0 Valuation of Variations

No claim for an extra item shall be allowed unless it shall have been executed under the authority of the Architect/Consultant with the concurrence of the SBI as herein mentioned. Any

such extra item is herein referred to as authorized extra item and shall be made in accordance with the following provisions.

- a) 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. Rates for all items, wherever possible should be derived out of the rates given in the priced BOQ.
- b) The net prices of the original tender shall determine the value of the items omitted, provided if omissions do not vary the conditions under which any remaining items of works are carried out, otherwise the prices for the same shall be valued under sub clause (c) hereunder.
- c) Where the extra works are not of similar character and/or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items or works are carried out, then the contractor shall within 7 days of the receipt of the letter of acceptance inform the Architect/Consultant of the rate which he intends to charge for such items of work, duly supported by analysis of the rate or rates claimed and the Architect/Consultant shall fix such rate or prices as in the circumstances in his opinion are reasonable and proper, based on the market rate.
- d) It is clarified that for all authorized extra items where rates cannot be derived from the tender, the contractor shall submit rates duly supported by rate analysis worked on the "market rate basis" for material, labour, hire/running charges of equipment and wastages etc plus 15% towards establishment.

19.0 Final Measurement The measurement and valuation in respect of the contract shall be completed within six months of the virtual completion of the work.

20.0 Virtual Completion Certificate (VCC)

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

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

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

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

21.0 Work by other agencies

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

22.0 Insurance of Works

22.1 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 or damages from whatever cause arising other than the excepted risks, for which he is responsible under the terms of contract and in such a manner that the SBI and contractor are covered for the period stipulated in clause 25 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 affected 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.

22.2 Damage to persons and property

The contractor shall, except if and so far as the contract provides otherwise indemnify the SBI against all losses and claims in respect of injuries or damages to any person or material or

physical damage to any property whatsoever which may arise out of or in consequence of the execution and maintenance of the works and against all claims proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto except any compensation of damages for or with respect to :

- a) The permanent use or occupation of land by or any part thereof.
- b) The right of SBI to execute the works or any part thereof, on, over, under, in or through any lands.
- c) Injuries or damages to persons or properties which are unavoidable result of the execution or maintenance of the works in accordance with the contract.
- d) Injuries or damage to persons or property resulting from any act or neglect of the SBI, their agents, employees or other contractors not being employed by the contractor or in respect of any claims, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto or where the injury or damage was contributed to by the contractor, his servants or agents such part of the compensation as may be just and equitable having regard to the extent of the responsibility of the SBI, their employees, or agents or other employees, or agents or other contractors for the damage or injury.

22.3 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 22.7.2 of this clause.

22.4 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.

22.5 Third Party Insurance

22.5.1 Before commencing the execution of the work the contractor but without limiting his obligations and responsibilities under clause 26.0 of GCC shall insure against his liability for any material or physical damage, loss, or injury which may occur to any property including that of SBI, or to any person, including any employee of the SBI, by or arising out of the execution of the works or in the carrying out of the contract, otherwise than due to the matters referred to in the provision to clause 26.0 thereof

22.5.2 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.

- 22.6** The minimum insurance cover for physical property, injury, and death is ₹5.00 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.

22.7 Accident or Injury to Workmen

- 22.7.1** 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.

22.7.2 Insurance against accidents etc to workmen

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

22.7.3 Remedy on Contractor's failure to insure

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

- 22.7.4** Without prejudice to the other rights of the SBI against contractors, in respect of such default, the Bank 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.

23.0 Commencement of Works

The date of commencement of the work will be reckoned as the recorded date of handing over site by the SBI or 15 days from the date of issue of Letter of Acceptance of Bank, whichever is later.

24.0 Time for completion

Time is the essence of the contract and shall be strictly observed by the contractor. The entire work shall be completed within a period of 45 days from the date of commencement. If required in the contract or as directed by the Architect/Consultant, the contractor shall complete certain portions of work before completion of the entire work. However, the completion date shall be reckoned as the date by which the whole work is completed as per the terms of the contract.

25.0 Extension of Time

If, in the opinion of the Architect/Consultant, the work be delayed for reasons beyond the control of the contractor, the Architect/Consultant may submit a recommendation to the SBI to grant a fair and reasonable extension of time for completion of work as per the terms of contract. If the contractor needs an extension of time for the completion of work or if the completion of work is likely to be delayed for any reasons beyond the due date of completion as stipulated in the contract, the contractor shall apply to the SBI through the Architect/Consultant in writing at least 30 days before the expiry of the scheduled time and while applying for extension of time he shall furnish the reasons in detail and his justification if any, for the delays. The architect/consultant shall submit their recommendations to the SBI in the prescribed format for granting extension of time. While granting extension of time the contractor shall be informed the period extended time which will qualify for levy of liquidated damages. For the balance period in excess of original stipulated period and duly sanctioned extension of time by the SBI the provision of liquidated damages as stated under clause 8 of GCC shall become applicable. Further contract shall remain in force even for the period beyond the due date of completion irrespective whether the extension is granted or not.

26.0 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/Consultant. Should the rate of progress of the work or any part thereof be at any time be in the opinion of the Architect/ Consultant too slow to ensure the completion of the whole of the work by the prescribed time or extended time for completion the Architect/Consultant shall thereupon take such steps as considered necessary by the Architect/Consultant to expedite progress so as to complete the woks by the prescribed time or extended time. Such communications from the Architect/Consultant neither shall relieve the contractor from fulfilling obligations under the contract nor he shall be entitled to raise any claims arising out of such directions.

27.0 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/Consultant, save when the work is unavoidable or absolutely necessary for the

saving of life or property or for the safety of the work in which case the contractor shall immediately advise the Architect/Consultant. However, the provision of the clause shall not be applicable in the case of any work which becomes essential to carry by rotary or double shifts in order to achieve the progress and quality of the part of the works being technically required and continued with the prior approval of the Architect/consultant at no extra cost to the SBI.

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

28.0 No compensation for restrictions of work

If at any time after acceptance of the tender SBI shall decide to abandon or reduce the scope of work for any reason whatsoever and hence not require the whole or any part of the work to be carried out, the Architect / Consultant shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the work fully but which he did not derive in consequence of the foreclosure of the whole or part of the work.

Provided that the contractor shall be paid the charges on the cartage only of materials actually and 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/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/Consultant shall be final.

29.0 Suspension of work

The contractor shall, on receipt of the order in writing of the Architect/Consultant (whose decision shall be final and binding on the contractor) suspend the progress of works or any part thereof for such time and in such manner as Architect/ Consultant may consider necessary so as not 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) 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/Consultant.

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.

30.0 Action when the whole security deposit is forfeited

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

- a) To rescind the contract (of which rescission notice in writing to the contractor by the Architect/Consultant shall be conclusive evidence) and in which case the security deposit of the contractor shall be forfeited and be absolutely at the disposal of SBI.
- b) To employ labour paid by the SBI and to supply materials to carry out the work, or any part of the work, debiting the contractor with the cost of the labour and materials (the cost of such labour and materials as worked out by the Architect/ Consultant shall be final and conclusive against the contractor) and crediting him with the value of the work done, in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of this contract the certificate of Architect/Consultant as to the value of work done shall be final and conclusive against the contractor.
- c) To measure up the work of the contractor, and to take such part thereof as shall be unexecuted, out of his hands, and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him (of the amount of which excess the certificates in writing of the Architects/ Consultant shall be final and conclusive) shall be borne by original contractor and may be deducted from any money due to him by SBI under the contract or otherwise, or from his security deposit or the proceeds of sale thereof, or sufficient part thereof.

In the event of any of above courses being adopted by the SBI the contractor shall have no claim

to compensation for any loss sustained by him by reasons of his having purchased or procured any material or entered into any engagements or make any advances on account of, or with a view to the execution of the work or the performance of the contract and in case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or to be paid any sum or any work thereto for actually performed under this contract, unless, and until the Architect/Consultant 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.

31.0 Owner's Right to Terminate the Contract

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

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

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

- a) Has abandoned the contract; or
- b) Has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for 14 days after receiving from the SBI through the Architect/Consultant written notice to proceed, or
- c) Has failed to proceed with the works with such diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or has failed to remove the materials from the site or to pull down and replace work within seven days after written notice from the SBI through the Architect/ Consultant that the said materials were condemned and rejected by the Architect/ Consultant under these conditions; or has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this contract to be observed and performed by the contractor for seven days after written notice shall have been given to the contractor to observe or perform the same or has to the detriment of good workmanship or in defiance of the SBI's or Architect's/Consultant's instructions to the contrary subject any part of the contract.
- d) Then and in any of said cases the SBI and or the Architect/Consultant, may not withstanding any previous waiver, after giving seven days' notice in writing to the contractor, determine the contract, but without thereby affecting the powers of the SBI or the Architect/Consultant or the obligation and liabilities of the contractor the whole of which shall continue in force as fully as if the contract had not been so determined and as if the works subsequently had been executed by or on behalf of the contractor.
- e) And, further the SBI through the Architect/Consultant, their agents or employees may enter upon and take possession of the work and all plants, tools, scaffoldings, materials, sheds, machineries lying upon the premises or on the adjoining lands or roads, use the same by means of their own employees or workmen in carrying on and completing the work or by engaging any other contractors or persons to complete the work and the contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractor or other persons employed for completing and finishing or using the materials and plant for the works.

When the works shall be completed or as soon thereafter as convenient the SBI or the Architect/Consultant shall give a notice in writing to the contractor to remove his surplus materials and plants and should the contractor fail to do so within 14 days after receipt thereof by him the SBI sell the same by public auction after due publication and shall adjust the amount realized by such auction. The contractor shall have no right to question any of the act of the SBI incidental to the sale of the materials etc.

32.0 DEVIATION LIMIT FOR TENDER QUANTITIES BEYOND 25%

The tender rates shall hold good for any increase in the tendered quantities up to variation of 25%. In case tender quantities of an individual item exceeds the deviation limit of 25%, the

same item is to be got approved by submitting the **Market Rate Analysis** of the above item, negotiated, and got to be approved by the competent authority. Please note that in no case contractor should execute the deviated item without prior approval the rates for the excess quantities. Over and above the deviation limit shall be payable as per market rate analysis, sustained by purchase vouchers/bill using constant only of materials, labour, T & P etc. from all Indian Standard analysis of rates published by NBO/DAR with 15% contractor's profit and overheads. For non schedule items, constant of material, labour, T & P etc. shall be decided by the Engineer in-charge of Employer, and Architect based on the actual observation at site.

32.1 SUBSTITUTION Should the contractor desire to substitute any materials and workmanship, he/they must obtain the approval of the Architect/Employer in writing for any such substitution well in advance. Materials designated in this specification indefinitely by such terms as "Equal" or "other approved" etc., specific approval of the Employer/Architect has to be obtained in writing.

32.3 CLEARING SITE ON COMPLETION

On completion of the works, the contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and the works clean and in a workmanlike condition to the satisfaction of the Employer and Architects.

32.4 DEFECTS AFTER COMPLETION

The defects liability period (D.L.P.) shall commence from the certified date of virtual completion issued jointly by the BANK /Architects. The contractor shall make good at his own cost and to the satisfaction of the employer all defects, shrinkages or other faults which may appear within 12 months after completion of the work. In default, the employer may employ and pay other persons to amend and make good such damages, losses and expenses consequent thereon or incidental thereto shall be made good and borne by the contractor and such damages, losses and expenses shall be recoverable from him by the employer or may be deducted by the employer, in lieu of such amending and making good by the contractor, deduct from any money due to the contractor a sum equivalent to the cost of amending such work and in the event of the amount retained being insufficient, recover that balance from the contractor from the amount retained under clause No. 5.12 together with any expenses the Employer may have incurred in connection therewith.

32.5 CONCEALED WORK

The contractor shall give due notice to the Employer and Architects whenever any work is to be buried in the earth, concrete or in the bodies of walls or otherwise becoming inaccessible later on, in order that the work may be inspected and correct dimensions taken before such burial, in default whereof the same shall, at the option of the Employer/Architect be either opened up for measurement at the contractor's expense or no payment may be made for such materials. Should any dispute or differences arise after the execution of any work as to measurements etc., or other matters which cannot be conveniently tested or checked, the notes of the Employer shall be accepted as correct and binding on the contractor.

32.6 IDLE LABOUR: Whatever the reasons may be, no claim for idle labour, additional establishment cost of hire and labour charges of tools and plants would be entertained under any circumstances.

32.6 SUSPENSIONS

If the contractor, except on account of any legal restraint upon the Employer preventing the continuance of the work, abandons, suspends work or in the opinion of the Employer, the contractor neglects or fails to proceed with due diligence in the performance of his part of the contract, the Employer shall have the power to give notice in writing to the contractor requiring the work be proceeded within a reasonable manner and with reasonable dispatch, such notices purport to be a notice under this clause.

After such notice shall have been given the contractor shall not be at liberty to remove from the site of the works or from any ground contiguous thereto any plant or materials to subsist from the date of such notice being given until the notice shall have been complied with. If the contractor shall fail for 7 (seven) days after such notice has been given to proceed with the works as therein prescribed, the Employer may proceed as provided in clauses 5.41 (Termination of contract by Employer).

32.7 TERMINATION OF CONTRACT BY EMPLOYER

The contractor being a company go into liquidation whether voluntary or compulsory or being a firm shall be dissolved or being an individual shall be adjudicated insolvent or shall make an assignment or a composition for the benefit of the greater part, in numbers or amount of his creditors or shall enters into a Deed or arrangement with his creditors or if the official assignee in insolvency of the receiver of the contractor in insolvency, shall repudiate the contract, or if a receiver of the contractor's appointed by court shall be unable, within fourteen days after notice to him requiring him to do so, to show to the reasonable satisfaction of the Employer that he is able to carry out and fulfill the contract, and if so required by the employer to give reasonable security therefore, or if the contractor shall suffer execution to be issued, or shall suffer any payment under this contract to be attached by or on behalf of and the creditors of the contractor, or shall assign charge or encumber this contract or any payments due or which may become due to the contractor there under, or shall neglect or fail to observe and perform all or any of the acts matters of things by this contract to be observed and performed by the contractor within three clear days after the notice shall have been given to the contractor in manner hereinafter mentioned requiring the contractor to observe or perform the same or shall use improper materials or workmanship in carrying on the works, or shall in the opinion of the employer not exercised such due diligence and make such due progress as would enable the work to be completed within due time agreed upon, and shall fail to proceed to the satisfaction of the employer after three clear days notice requiring the contractor so to do shall have been given to the contractor as hereinafter mentioned, or shall abandon the contract, then and in any of the said cases, the BANK may notwithstanding previous waiver determine the contract by a notice in writing to the effect as hereinafter mentioned, but without thereby effecting the powers of the employer of the obligations 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 executed had been executed by or on behalf of the contractor (without thereby creating any trust in favour of the contractor). Further the employer or his agent, or servants, may enter upon and take possession of the work and all plants, tools, scaffolding, sheds, machinery, steam and other power utensils and materials lying upon premises or the adjoining lands or roads and sell the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other contractors or other persons or person to complete the works and the contractor shall not in any way interrupt or do any act, matter of thing to prevent or hinder such other contractors or other persons or person employed from completing and finishing or using the materials and plants for the works when the works shall be completed, or

as soon thereafter as conveniently may be, the employer shall give notice in writing to the contractor to remove his surplus materials and plants and should the contractor fail to do so within a period of fourteen days after receipt by him. The employer may sell the same by Public Auction and shall give credit to the contractor for the amount so released. Any expenses or losses incurred by the employer in getting the works carried out by other contractors shall be adjusted against the amount payable to the contractor by way of selling his tools and plants or due on account of work carried out by the contractor prior to engaging other contractors or against the Security Deposit.

33.0 ARBITRATION

Settlement of Disputes and Arbitration

Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions order 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 there of shall be dealt with as mentioned hereinafter.

- i) If the contractor considers that he is entitled to any extra payment or compensation in respect of the works over and above the amounts admitted as payable by the Architect or in case the contractor wants to dispute the validity of any deductions or recoveries made or proposed to the made from contract or raise any dispute, the contractor shall forthwith give notice in writing of his claim or dispute to the **Regional Manager** and endorse a copy of the same to the Architect, within 30 Days from the date of disallowance there of or the date of deduction or recovery. The said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount claimed and the contractor shall not be entitled to raise any claim nor shall the Bank be in any way liable in respect of any claim by the contractor unless notice of such claim shall have been given by the contractor to the **Regional Manager** in the manner and within the time as aforesaid. The contractor shall be deemed to have waived and extinguished all his right in respect of any claim not notified to the **Regional Manager** in writing in the manner and within the time aforesaid.
- ii) The Dy. General Manager (B&O) shall give his decision in writing on the claims notified by the contractor. The contractor may within 60 Days of the receipt of the decision of the Dy. General Manager (B&O) submit his claims to the conciliating authority.
- iii) If the conciliation proceedings are terminated without settlement of the disputes, the contractor shall, within a period of 30 DAYS of termination there of shall give a notice to the concerned Dy. General Manager (B&O) 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.
- iv) Except where the decision has become final, binding and conclusive in terms of the contract, all disputes of 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 Dy. General Manager (B&O). 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 act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall

be appointed in the manner aforesaid by the said Dy. General Manager (B&O). Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

- v) 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.
- vi) 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.
- vii) The conciliation and arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made there under.
- viii) It is also a term of the contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties.

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

34.0 Power Supply

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

35.0 Water supply

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

- a) That the water used by the Contractor shall be fit for construction purpose to the satisfaction of the Architect/Consultant.
- b) The Contractor shall make alternative arrangements for the supply of water if the arrangements made by the Contractor for procurement of water in the opinion of the Architect/Consultant is unsatisfactory.

The Contractor shall construct temporary well/tube well in SBI land for taking water for construction purposes only after obtaining permission in writing from the SBI. The contractor has to make his own arrangements for drawing and distributing the water at his own cost. He has to make necessary arrangements. To avoid any accidents or damages caused due to construction and subsequent maintenance of the wells. He has to obtain necessary approvals from the local

authorities, if required, at his own cost. He shall restore the ground to its original condition after wells are dismantled on completion of work or hand over the well to the SBI without any compensation as directed by the Architect/Consultant.

36.0 Treasure Trove etc.

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

37.0 Method of Measurement

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

38.0 Maintenance of Registers

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

- i) Register for secured advance
- ii) Register for hindrance to work
- iii) Register for running account bill
- iv) Register for labour

39.0 Force Majeure

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

39.2 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.

39.3 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.

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

40.0 Local Laws, Acts, Regulations

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

- (i) Minimum Wages Act, 1948 (Amended)
- (ii) Payment of Wages Act 1936 (Amended)
- ii) Workmen's Compensation Act 1923 (Amended)
- iii) Contract Labour Regulation and Abolition Act 1970 and Central Rules 1971 (Amended)
- iv) Apprentice Act 1961 (Amended)
- v) Industrial Employment (Standing Order) Act 1946 (Amended)
- vi) Personal Injuries (Compensation Insurance) Act 1963 and any other modifications
- vii) Employees' Provident Fund and Miscellaneous Provisions Act 1952 and amendment thereof
- viii) Shop and Establishment Act
- ix) Any other Act or enactment relating thereto and rules framed there under from time to time.

45.0 SAFETY CODE:

SAFETY MEASURES AT SITE:

1. All personnel at site should be provided with Helmets and Safety Boots with some Identification Mark. Visitors also should be provided with Helmets. It should be ensured that these are used properly.
2. First Aid Box should be kept at site with all requisite materials.
3. No one should be allowed to inspect / work at a height without Safety Belt (including a full body harness).
4. Suitable scaffolds should be provided for workmen for all Works that cannot safely be done from the ground, or from solid construction except such short period Work as can be done safely from ladders. When a ladder is used an extra worker shall be engaged for holding the ladder and if the ladder is used for carrying materials as well as suitable footholds and handholds shall be provided on the ladder, and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ to 1 ($\frac{1}{4}$ horizontal and 1 vertical).
5. Scaffolding or staging more than 3.5 metres above the ground or floors, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached, bolted, braced and otherwise secured at least 1 Metre high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials.

Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.

6. Working platforms, gangways, and stairways should be so constructed that they do not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3-5 Metres above ground level or floor level they should be closely boarded, should have adequate width and should be suitably fenced, as described.
7. Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 1 Metre.
8. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 Metres in length while the width between side rails in rung ladder shall in no case be less than 30cms for ladder up to and including Metres in length. For longer ladders this width should be increased at least 6mm for each additional 30 cms. Uniform step spacing shall not exceed 30 cms.
9. Adequate precautions shall be taken to prevent danger from electrical equipment's. For electrical online works gloves, rubber mats, and rubber shoes shall be used.
10. All trenches 1.2 Metres or more in depth shall always be supplied with at least one ladder for each 30 Metres length or fraction thereof. Ladder shall be extended from bottom of the trench to at least 1 Metre above the surface of the ground. The sides of the trenches, which are 1.5 Metres or more in depth shall be stepped back to give suitable slope, or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 Metres of the edge of the trench or half of the depth of the trench whichever is more cuttings shall be done from top to bottom. Under no circumstances undermining or under cutting shall be done.
11. Before any demolition work is commenced and during the process of the work: -
 - a) All roads and open areas adjacent to the Work Site shall either be closed or suitably barricaded.
 - b) No electrical cable or apparatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically charged.
 - c) All practical steps shall be taken to prevent danger to persons employed from risk or fire or explosion or flooding. No floor, roof or other part of the building shall be so over-loaded with debris or materials as to render it unsafe.
 - d) All necessary personal safety equipment as considered adequate by the Site Engineer / Safety Engineer / Officer should be kept available for the use of the persons employed on the Site and maintained in a condition suitable for immediate use; and the Contractor should take adequate steps to ensure proper use of equipment by those concerned.
 - e) Workers employed on mixing Asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
 - f) Those engaged in whitewashing and mixing or stacking of cement bags or any materials which is injurious to the eyes shall be provided with protective goggles.
 - g) Those engaged in welding works shall be provided with Welder's protective eye-shields.
 - h) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
 - i) When workers are employed in sewers and manholes, which are in use, the Contractor shall ensure that the manhole covers are opened and are ventilated (to ensure safe CO /

CO2 limits) at least for an hour before the workers are allowed to get into the manholes and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals and boards to prevent accident to the Public.

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

- a) These shall be of good mechanical construction, sound material and adequate strength and free from patent defect and shall be kept in good repairs and in good working order.
- b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
- c) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in-charge of any hoisting machine including any scaffold, winch or give signals to the operator.
- d) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or lowering or as means of suspension the safe working load shall be ascertained by adequate means.
- e) Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of hoisting machine having a variable safe working load, each safe working load of the conditions under which it is applicable shall be clearly indicated. No part of any machine or of any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
- f) Motor, Gearing, Transmission, Electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards, hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load, adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced.
- g) When workers are employed on electrical installation, which are already energized, insulating mats, wearing apparel such as gloves, sleeves, and boots as may be necessary should be provided. The workers should not wear any rings, watches and carry keys or other materials, which are good conductors of electricity.

13. All scaffolds, ladders and other safety devices, mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities shall be provided at or near places of work.

46.0 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.

46.0 SPECIALISTS WORKS

The Contractor must associate himself with the specialist firm to be approved by the BANK,/ Architect in writing for wooden flooring for Interior & Furnishing works are to be executed by specialist firms.

46.1 CONTRACT DRAWINGS GENERAL

Two copies of each of the drawings and one copy of each of the condition of contract specification tender preamble and bill of quantities will be provided for the use of the contractor who must satisfy himself as to the accuracy of the said copies in every detail, and make all other copies necessary for the conduct of the work. Any comments on drawings to be given by the contractor within 7 days from receiving of drawings.

One copy of each drawing or sketch furnished to the contractor shall be kept in an office at the works and the Engineer or any person authorized by the Employer shall have free access to the drawings and sketches whenever they desire.

46.2 RIGHTS OF TECHNICAL SCRUTINY BY CHIEF TECHNICAL EXAMINER

The work is liable to be technically audited by the Chief Technical Examiner of the Central Vigilance Commission 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 will 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 over paid 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 shall be lawful for the employer to recover the same from him from any sum or sums 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 it, 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 of the payment of a sum of money arising out of or under any other contract made by the contractor with employer.

46.3 WATCHING AND LIGHTING

The contractor shall provide and maintain at his own expense all lights, guards, fencing and watching when and where necessary or required by the Architects and Employer for the protection of the works or for the safety and convenience of those employed on the works or the public.

46.4 CONTROL RECORDS

The under-noted records books at the site of work shall be maintained in addition to normal routine requirements by the contractor.

- a) Daily progress record.
- b) Work site order book.
- c) Instruction by BANK's Officers.
- d) Test registers of other materials/fittings fixtures equipments as stipulated in the tender.
- e) Register of drawings and working details.
- f) Log book of defects.
- g) Hindrance registers giving details of commencement and removal of each hindrance.
- h) Dismantled materials account register.

- i) Supply and consumption register of scarce / costly materials like laminates special paints white cement, or any material as directed by Architect / Employer.
- j) Specifications C.P.W.D. & I.S.I. as applicable to the contract.
- k) IS : 1200 relating to measurements.
- l) Conversion Table IS 786.

These registers are to be got signed by the Bank's Engineer/ Architect on their visits.

46.5 SECURITY ARRANGEMENT

- (a) Proper arrangements shall be made to keep all records under lock and key.
- (b) It shall be ensured that the contractor provides for adequate fences, watch and ward and security of basic materials such as cement and steel etc.
- (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) When the work is completed and handed over to the user, the responsibility of proper security arrangement shall rest with the users.

46.6 WORKING HOURS

Site officers working hours shall normally be fixed as may be prevailing in the locality.

Normally no construction work of important structural nature shall be carried out on Sundays, Holidays and during nights. In exceptional circumstances, however, the work may be carried out with proper approval of the Site Engineer who shall depute supervision staff to be present on the occasion.

46.7 LABOUR RECORD

The contractor shall maintain relevant records and fulfill all conditions and requirements in accordance with the following Act and Rules made hereunder.

- (a) The Payment of Wages Act.
- (b) Employer's Liability Act.
- (c) Workmen's Compensation Act.
- (d) Contract Labour (Regulation & Abolition) Act, 1970 and Central Rules 1971.
- (e) Apprentices Act 1961.
- (f) Minimum wages Act 1948.
- (g) Industrial Disputes Act 1947.
- (h) Maternity benefit Act 1961.
- (i) ESI Act.
- (j) Payment of Bonus Act.
- (k) Payment of Gratuity Act.
- (l) Any other Act or enactment relating thereto and rules framed thereunder from time to time.

46.8 HANDING OVER BUILDING/PROJECT WORK TO THE BANK

Handing and taking over report and inventories/statement (in quadruplicate) at the time of handing over shall be prepared. The reports and inventories shall be signed by :

- (a) The contractor (Only the relevant papers).
- (b) The Site Engineer, and

(c) Competent authority in the BANK.

The following inventories/statements shall be prepared :

- i. Inventory of furniture (Table, Chairs, Almirah etc.).
- ii.. Inventories of builders hardwares etc.) locks (Riim mortice and cylindrical) and night latches all with duplicate keys.
- iii. Inventory of fixtures & fittings of installations (Interior & Furnishing light fittings, fans, bells, air-conditioning, lifts pumps and the like).

46.9 DELINQUENCIES OF CONTRACTORS

Procedures for dealing with Delinquencies/ Defaults/ Misconduct/ Misdemeanors of tenderers/ Contractors.

i) The undernoted delinquencies/defaults/misconduct/misdemeanors on the part of tenderer or enlisted contract will attract disciplinary action.

a) Incorrect information about credentials, about his performance, equipment, resources, technical staff etc.

b) Non-submission of the fresh/latest Income tax clearance certificate.

c) Irregular tendering practice.

d) Submission of tender containing for too many arithmetical errors and freak rates.

e) Revoking a tender without any valid reasons.

f) Tardiness in commencing work.

g) Poor Organisation at site & lack of his personal supervision.

h) Ignoring BANK's notices for replacement/rectification of rejected materials, workmanship etc.

i) Violating any of the important conditions of contract, i.e. site facilities, insurance, labour laws, ban on subletting etc.

j) Lack of promptitude and cooperation in measurement of work and settlement of final account.

k) Non-submission of vouchers and proofs of purchase etc.

l) Tendency towards putting up false and untenable claims.

m) Tendency towards suspension of work for frivolous reasons.

n) Bad treatment of labour.

o) Bad treatment of subcontractors (piece workers) and un-business like dealings with suppliers of materials.

p) Lack of cooperation with nominated contractors or BANK's labour.

q) Contractor becoming BANK rupt or insolvent.

r) Contractor's conviction by a court of law.

s) Failure to satisfactorily rectify defects during Defects Liability Period (DLP) and discovery of latent defects in contractor's work after the expiry of DLP of his contract.

5.54. Disciplinary action against (Delinquencies of) contractor.

ii) Action

The award of the undernoted disciplinary action shall be considered.

a) Placing embargo on issue of tenders of temporary suspension from the BANK's approved list.

- b) Permanent ban on issue of tenders & removal from the BANK's approved list.
- c) Circulation of the contractor's name to other Public Under taking or Government Department for non-entertainment of this publication for contract work.

SPECIAL CONDITION OF CONTRACT

Scope of work

- 1.0 The scope of work is to carry out for the Interior & Furnishing work of DOBI BRANCH, DOBI, for State Bank of India

2.0 Address of site

The site is located at SBI DOBI BRANCH, DOBI.

3.0 Dimensions and levels

All dimensions and levels shown on the drawings shall be verified by the contractor at the site and he will be held responsible for the accuracy. Figured dimensions are in all cases

to be accepted and dimension shall not 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 / consultant before proceeding with the work.

04 **Notice of operation**

The contractor shall not carry out any important operation without the Consent in with from the Bank's Engineer/Architect / Consultant:

5.0 **Construction records**

The contractor shall keep and provide to the Architect / 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 construction.

6.0 **Safety of adjacent structures and trees**

The contractor shall provide and erect to the approval of the Architect / consultant supports as may be required to protect effectively all structures and protective give to trees, which may be endangered by the execution of the works or otherwise such permanent measures as may be required by the Architect to protect the tree structures. .

7.0 **Temporary works.**

Before any temporary works are commenced the contractor shall submit at least in advance to the architect / 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 / 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.

8.0 **Water power and other facilities**

- a) The rate quoted by the contractor shall include all expenses that are required for providing all the water required for the work and the contractor shall make his own arrangements for the supply of good quality water suitable for the construction and good quality drinking water for their workers If necessary the contractor has to sink a tube well / open well and bring water by means of tankers at his own cost for the purpose The SBI will not be liable to pay any charges in connection with the above
- b) The rate quoted in the tender shall include the expenses for obtaining and maintaining power connections and shall pay for the consumption charges
- c) The contractors for other trades directly appointed by the SBI shall be entitled to take power and water connections from the temporary water and power supply obtained by the contractor However, the concerned contractor shall make their own arrangements to draw the supply and pay directly the actual consumption charges at mutually agreed rates between them. All municipal charges for drainage and water connection for

Construction purposes shall be borne by the contractor and charges payable for permanent connections, if any, shall be initially paid by the contractor and the SBI will reimburse the amount on production of receipts

- d) The SBI as well as the Architect / consultant shall give all possible assistance to the Contractor's to obtain the requisite Permission from the various authorities, but the responsibility for obtaining the same in time shall be of the contractor

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 Firefighting arrangements

- i) The contractor shall provide suitable arrangement for firefighting at his own cost. 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 these equipment's shall be provided at suitable prominent and easily accessible place 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 make the following arrangements at his own cost but not limited 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's.
 - 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 tire fighting equipment.
 - f) General house keeping

12.0 Site order book

A site order book shall be maintained at site for the purpose of quick communication between the Architect / Consultant. Any communication relating to the work may be conveyed through records in 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 carefully maintained and preserved by the contractor and shall be made available to the architect / consultant as and when demanded- Any instruction which the architect /consultant may like to issue to the contractor or the contractor may like to bring to the architect /

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 / 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 and other staff of approved sub-contractors and suppliers as required to the site meetings and ensure all follow up actions. Any additional review meetings shall be held if required by the architect/ 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 / 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 other specialists contractors or other sub-contractors to enable them to prepare the own shop drawing and pass on the information with sufficient promptness as will 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/ consultant indicating there in the name of the project and other details as given by the architect/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 the Architect / Consultant. The architect Consultant will issue two sets of drawings to the Contractor for the items for 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 cases 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 incorporated these corrections and / or attend to discrepancies either on 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 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.

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 the waterproofing anti-termite, aluminium doors and windows and any other item as specified in the tender. The architect/consultant may approve any make / agency within the approved list as given in the tender after inspection of the sample/mock up.

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 shall be to the contractors account

21.0 Excise duty, taxes, levies etc;

The contractor shall pay and be responsible for payment of all taxes, duties, levies, royalties, fees, cess or charges except GST in respect of the works including but not limited to sales tax, tax on works contract excise duty, and octroi, except GST payable in respect of materials, equipment plant and other things required for the contract. All of the aforesaid taxes, duties, levies, fees and charges except GST 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 except GST, till completion of work shall be deemed to be included in the quoted rates and no extra amount on this account. Variation of taxes, duties, fees, levies etc if any excluding GST, 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 statutory 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 bind 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 Photographs:

- The Contractor shall at his own expense supply to the Architects with duplicate hard copies of large photographs not less than 25 cm. x 20 cm. (10" x 8") of the works, taken from two approved portions of each building, at intervals of not more

than one months during the progress of the work or at every important stage of construction.

- In addition to above, the contractor shall be bound to submit adequate no. of site photographs along with their each Running Bill for the project clearing showing major progress of work measured and claimed therein failing which the Architect/Bank may consider returning the Bill to the contractor and no claim for delay on this account will be entertained.

FORMAT OF SITE ORDER BOOK

Name of the work:

Date of Commencement:

Sr.No	Remarks/ Instructions of the Engineer/ Architect	Dated Initials of site Engineer/ Architect	Initials of the Contractor for having received the instructions	Action taken with date	Dated initials of the site Engineer	Remarks of the Architects/ Bank's Officials

FORMAT OF HINDRANCE REGISTER

Name of Work	:	Date of state of work	:
--------------	---	-----------------------	---

Name of Contractor	:	Period of completion	:
Agreement No.	:	Date of completion	:
Name of Work	:	Date of state of work	:
Name of Contractor	:	Period of completion	:

Sr. No.	Nature of Hindrance	Date of occurrence of hindrance	Date of which hindrance was removed	Period of hindrance	Signature Site Engineer/ Project Engineer	Remarks
1	2	3	4	5	6	7

FORMAT OF MONTHLY PROGRESS REPORT

Name of work:

Progress report for the week:

Report No.:

Sr No.	Description	Details of work location where work is done	Approximate quantity executed

PROFORMA FOR RUNNING A/C BILL

- i. Name of Contractor / Agency :
- ii. Name of Work :
- iii. Sl.No. of this Bill :
- iv. No. & Date of previous Bill :
- v. Reference to Agreement No. :
- vi. Date of Written order to commence :
- vii. Date of Completion as per Agreement :

S.No.	Item Description	Unit	Rate (Rs.)	As per Tender	
				Quantity	Amount (Rs.)
1	2	3	4	5	

Upto Previous R.A. Bill		Up Date (Gross		Present Bill		Remarks
Quantity	Amount (Rs.)	Quantity	Amount (Rs.)	Quantity	Amount (Rs.)	
6		7		8		9

- Note :
1. If part rate is allowed for any items, it should be indicated with reasons for allowing such a rate.
 2. If ad-hoc payment is made, it should be mentioned specifically.

 Net Value since previous bill

CERTIFICATE

The measurements on the basis of which the above entries for the Running Bill No. -----
----- were made have been taken jointly on ----- and are recorded at
pages ----- to ----- of measurement book No. -----
.

Signature and
date of Contractor

Signature and
date of Architects
Representative (Seal)

Signature and
date of Site Engineer

The work recorded in the above mentioned measurements has been done at the site
satisfactorily as per tender drawings, conditions and specifications.

Architect

Signature and
date of Site Engineer

TABLE

**ACCOUNT OF SECURED ADVANCE, IF ADMISSIBLE ON
MATERIALS HELD AT SITE BY THE CONTRACTOR**

S.No.	Item	Quantity	Unit	Amount	Remarks
1	2	3	4	5	6

Total value of materials at Site.

Secured Advance @ ----- of above value - B

CERTIFIED:

- (i) That the materials mentioned above have actually been brought by the Contractor to the site of the work and on advance on any quantity of any of this item is outstanding on their security.
- (ii) That the materials (are of imperishable nature) and are all required by the Contractor for use in the work in connection with the items for which rates of finished work have been agreed upon.

Dated Signature of
Site Engineer
Preparing the bill
Rank -----

Date signature of
Banks Architects-----
(Name of the Architects)

Dated Signature of
the Contractor

TABLE

MEMORANDUM FOR PAYMENT

R/A BILL NO.

1.	Total value of work done since previous bill (A)	Rs. -----
2.	Total amount of secured advance due since Previous Bill (B)	Rs. -----
3.	Total amount due since Previous Bill (C) (A+B)	Rs. -----
4.	PVA on account of declaration in price of Steel, Cement and other materials and labour as detailed in separate statements enclosed.	Rs. -----
5.	Total amount due to the Contractor	Rs. -----

OBJECTIONS:

i)	Secured Advance paid in the previous R/A	Rs. -----
ii)	Retention money on value of works as per accepted tenders upto date amount Rs.	Rs. -----
	Less already recovered	Rs. -----
	Balance to be recovered	Rs. -----
iii)	Mobilization Advance, if any	
(a)	Outstanding amount (principal + interest) as on date	Rs. -----
(b)	To be recovered in this bill	Rs. -----
iii.	Any other Departmental materials cost to be recovered as per contract, if any	Rs. -----

- iv. Any other Departmental service charges to be recovered if any, as per contract (water, power etc.) enclose statement. Rs. -----

Total Deduction as per contract (F) Rs. -----

Adjustments, if any ----- Rs. -----
Amount less received by Contractor in ----- R/A Bill (as per statement of Contractor)

P.V.A. Rs. -----

Total amount payable as per contract (E+F+G) Rs. -----

(Rupees ----- in words)

The bill amount to Rs. ----- (both figures and words) has been scrutinized by us after due checking of the measurements of work as required and is recommended for payment.

Date: -----

Signature of Architect
with Seal

The bill amount to Rs. ----- certified by Consultants has been scrutinized by me after due test checking of measurements of works as required and is recommended for payment for an amount of Rs.

Date : -----

Signature of Owners
Engineer

STATUTORY DEDUCTION:

- | | |
|-------------------------|-----------|
| i) Total Amount due (E) | Rs. ----- |
| ii) Less I.T. Payable | Rs. ----- |
| iii) Less S.T. Payable | Rs. ----- |
| Net Payable | Rs. ----- |

This figures given in the Memorandum for payable has been verified and bill passed for payment ----- (in words and figures)

Date: -----

Signature of the AGM
(Premises)

P R E A M B L E T O B I L L O F Q U A N T I T I E S

RATES TO INCLUDE :

Rates quoted shall be for the items completed in all respect at all floors/heights/levels including all taxes, and the cost of all materials, fittings, fixtures, all labour and for all the operations as detailed in the specifications and contract conditions. Apart from other factors mentioned in the specifications and contract conditions, rates quoted for the items in this schedule shall also include the following :

10.1. GENERAL:

- .1. Whether mentioned or not in the Bill of Quantities, all works are to be carried out as per the drawings, designs, catalogues and or instructions of the Architects/ BANK. Nothing extra shall be paid over the quoted rates for not understanding the designs etc. before hand.
- .2. Sample of all works/items shall be got approved from the Architects/ BANK before taking the mass production in hand and nothing shall be paid for the cost of samples.
- .3. Any incidental work required to complete the item and not specifically covered in the item as mentioned in Bill of Quantities shall be completed at no extra cost.
- .4. Unless otherwise specified all exposed surfaces of wood/wooden mouldings and plywood of loose furniture/items tops shall be finished in at least two coats of melamine polish, including staining to match the shades of laminates etc.
- .5. Rates for carpeting shall include for fixing of Aluminium grippers over the junction of carpet and/or marble stone flooring.
- .6. **All laminates for furniture items shall be 1.0 mm thick in Satin finish,& Veneer 4.0 mm colour texture and shade as per the schemes given by the Architects.**
- .7. Unless otherwise specified, all inner surfaces, sides and under sides of furniture items, drawers/cabinets shall be polished/Painted flat oil painted as directed by Architects.
- .8. All exposed edges of plywood/block boards shall be finished with teak wood lippings 5 mm thick of profile as per detail and Melamine polished unless otherwise specified and no extra cost shall be paid.
- .9. All furniture items shall be delivered at site packed in polythene sheets.

• WOOD WORKS:

- a.a) Wherever ply is mentioned it will mean ply wood.
- a.b) All Board/Ply will be of BWP Type.
- a.c) All teak wood will mean CP teak.

a.d) All prelaminated Boards shall be Novapan, Kitlam, Archidlam.

10.3. HARDWARE:

- a.i. Necessary handles, tower bolts, ball catchers, stoppers, hinges, brass/GI screws, nails, locks, sliding rails, nut and bolts etc. shall be provided by the Contractor which shall be out of the approved make of these materials annexed in the technical specifications/approved by Architects / BANK.

10.4. PAINTING AND POLISHING:

- a.i. All finishes, shade of colours, texture of fabrics including all surfaces of finishes like POP, painting, lamination, paneling, stitching joints in upholstery, all polishing shall be as per the satisfaction of the Architects/BANK.
- a.ii. Thoroughly brushing the surface to be finished, free from mortar dropping and other foreign matter including preparing the surface and sand papering to give an even surface.
- a.iii. For painting and polishing items – on all kinds of wood and wood based surfaces.
- a.iv. All painting work to be completed with at least one coat of the primer along with two coats of the paint as per the Technical Specification, Manufacturer's specification and to the satisfaction of the Architects/ BANK.
- a.v. All the polishing works to be completed with at least two coats of the polish of the approved make as per the list of approved manufacturers and to the full satisfaction of the Architects/ BANK.

10.5. GLASS WORKS:

- a.i. The edges of glass tops for tables wherever shown shall be beveled as per approval of the Architects.

4.5.1 Rates shall include Aluminium grippers as directed. Rates shall include laying of carpet to required shape with piles in one direction including all wastage, Rate quoted shall be applicable to skirting and steps and net area of laid carpet only shall be measured and paid.

4.6 FALSE CEILING:

10.7.1 Rates should include labour/materials required to suspend the false ceiling with dash fasteners from the reinforcement of the slab and repairing the portion without affecting the structural strength of the slab, also with provision of strip hangers/MS flats and hinged through nuts and bolts of adequate size (Rawl plug shall not be applied). The channels and hangers shall be as per the instructions of the Architects/BANK.

- i) Cutouts and openings as required by Architects for provision of lights, switches, AC grills and diffusers, sprinklers and providing of trap doors etc. and other fittings in false ceilings and holes and cutouts as required for running conduits in frame work of paneling including cutouts for switches and fittings in the paneling will be made by the Contractor. He will also provide necessary frame work support for fixing of lights AC diffusers grills and fixtures etc. All these above will be made/provided by him at no extra cost and will be deemed to be included in the rates of the items quoted by him.

10.8 PARTITIONS AND PANELLING

1. Quoted rate shall include labour/materials required to fix the sub-frame to the wall with MS flats ('L' 'U') shape clamp with adequate screws and repairing the portion damaged while putting the gutties. etc. and making good the same.

2. Quoted rate shall be inclusive of making provisions for electrical conduits and switch boxes and time required while coordinating with other Contractors for the final finishing of the work.
3. The partition frame work shall be provided upto the RCC slabs at top but measurement for payment shall be of partition upto false ceiling and frame /support of partition above false ceiling shall be carried out within the quoted rate for which no extra shall be paid.
4. All electrical works shall be got carried out through licensed "A" class Electrical Contractor having experience of similar work and duly approved by Architects/ BANK. The work shall be executed as per specifications and strictly in keeping with relevant IS code and rules and regulations of authorities.
5. All work/materials will be as per good engineering practice.
6. Wherever glass is mentioned it will be clear float glass.

11.2 WOOD WORK AND JOINERY:

11.2.1 PLY WOOD: Ply wood shall be BWP quality phenol bonded as per relevant Indian Standard Specifications with commercial or decorative facing as required. These shall be obtained from approved sources and thickness shall be as shown in drawings & in specifications.

11.2.2 BLOCK BOARDS:

Block board shall be Grade-I exterior grade bonded with BWP type synthetic phenol bonded adhesives. These shall be of the required thickness and type and obtained from approved sources.

11.2.3 LAMINATE:

Laminates where specified shall be of approved brand type, texture and thickness and manufacturer as per IS:2046-1969.

Fixing of laminates shall be done as per best trade practices and strictly as per printed instructions of the manufacturers using phenol Formaldehyde Synthetic Resin adhesive of approved make. Unless otherwise indicated laminated shall be 1.5 mm thick of approved make.

11.2.4 JOINERY:

All details shall conform to the drawings, but all measurements shall be checked at site. The scantlings shall be accurately planned and finished smooth to hold full dimensions shown in the drawings after finishing and rebates, roundings and mouldings made before they are framed. No patching or plugging of any kind shall be prepared and got approved by the Engineer before proceeding with bulk manufacture.

11.3 IRONMONGERY:

11.3.1 This section shall cover all finish hardware, latches, locks and other fittings and fixtures etc., used in wood doors. All finish hardware shall be well made, reasonably smooth, and free sharp edges and corners flaws and other defects and shall be as per relevant Indian Standard Code. Unless otherwise required all finish hardware shall be polished brass.

11.3.2 All hardware shall be of approved make and shall be specifically got approved by the Engineer before ordering. No fittings and fixtures shall be fixed before all major work is over. While fixing correct handling of fixtures shall be ensured.

11.3.3 All finish hardware shall be fixed by skilled carpenters experienced in this work. Work shall be done as per manufacturer's printed instructions and to the satisfaction of the Engineer.

11.3.4 All hardware fixed to respective locations shall be adequately protected from damage and splashes of mortars and paints by covering suitably with Jute clothes/Black PVC sheet till handing over of the work to the Engineer/Owner to his satisfaction. The finished hardware shall be absolutely clean without any foreign materials and fully showing original finish in its best condition.

- **HORIZONTAL/VERTICAL BLINDS:**

11.4.1 Vertical blinds shall be 100mm wide scotch guard cloth of approved shade & colour Pull cords shall be 1.7 mm dia braided nylon with a core of rayon threads.

4.2. The Blinds shall be operable in any direction with a tilt upto 180 degrees and can slide to one side for opening purposes. All metal parts shall be corrosion-resistant and rotating parts shall be self-lubricating. The fixing of the top rail shall be with special GI brackets at approx. 1 mt.

11.4.3 The installation shall be done by expert workmen approved by the suppliers, strictly as per manufacturer's printed instructions. The installed blinds shall stay flat and in plum in one line and shall operate smoothly to the approval of the Consultant/ BANK.

SECTION VII
LIST OF APPROVED MAKE OF MATERIAL
LIST OF MATERIALS ACCEPTABLE

Sr. No	Particulars and Specification	Approved makes/ model
1	Commercial ply (IS-303)/ waterproof ply (IS-710)/Block board (IS-1659)/Flush door (IS-2202)	Green Ply, Kitply, Century, Ecotech/Archidply
2	Veneers (IS-1328:1996)	Greenlam, Centurply, Duroply
3	Beading Teak Wood or as specified	Beading Teak Wood or as specified
4	Laminates (IS-2046)	Greenlam, Merino, Century
5	Polish	Melamine/ as specified
6	Gypsum Board Framing with complete system	Gyproc (Saint Gobain)/ India Gypsum including their suspensions and all fittings. Gyp steel ultra (Saint Gobin)
7	Mineral Fibre Tile Ceiling with complete system	Armstrong/ Saint Gobain including their suspensions and all fittings.
8	Locks with CP brass	Godrej/Ozone/Hettich/Harison
9	Multipurpose lock for drawers	Godrej/Ozone/Hettich/Harison
1 0	Hinges and hardware	Hettich, Oswal, suzu, Flora or eq. Approved:- HINGES:- 3"/4"/6" 1.78mm th. SS matt finish Handles 'D' or 'C' type:- 3"/4"/6" 10mm dia. SS 202 matt finish. TOWER BOLT:- 3"/4"/6" brass extruded SS matt finish
1 1	Telescopic Channel	Godrej/Ozone/Harison
1 2	Paints	Asian, Berger, Nerolac
1 3	Surface texture wall coating	Heritage, Spectrum / Asian
1 4	Glass	Modi / Asahi / Saint Gobain
1 5	Vertical/ Venetian Blinds	Vista/MAC/DecoWindow
1 6	Screw	GKM/ CIEF/ Shalimar/ Everite
1 7	Aluminum sections	Jindal/Hindalco/Mahaveer
1 8	ACP Panel	Alstrong/ Alcobond/ Euro bond/ flexi bond
1 9	Glue	Fevicol, Kitcol, Blucote Marine, Euro
2 0	Prelaminated particle board	Novapan., Archid, Bhutan
2 1	Rubber	MM Foam, Modi Foam
2 2	Carpet	Transasia, Marwar. Maharaja
2 3	Wooden flooring	Century ply, Greenlam Industries, Action

		Tesa, Pergo, Vista
2 4	Enamel Paint	Asian Paints, Berger and Nerolac.
2 5	Emulsion paint	Asian Paints, Berger and Nerolac.
2 6	CPVC pipe (IS-15778) and fittings (IS-17546) and PVC pipes	Supeme industries, Ashirvad pipe and Finolex Industries.