STATE BANK OF INDIA

PREMISES & ESTATE DEPARTMENT
LOCAL HEAD OFFICE, KOLKATA
SAMRIDDHI BHAVAN, BLOCK B, 9TH FLOOR,
1, STRAND ROAD, KOLKATA – 700 001.

NOTICE INVITING TENDERS (NIT)

FOR

CIVIL / STRUCTURAL AND SANITARY & PLUMBING WORKS

PERTAINING TO

PROPOSED REPAIRING & RENOVATION OF BUILDING & SURROUNDING PREMISES ALONG WITH ROOF TREATMENT & WATERPROOFING WORKS

AT

SBI TRIBENI BRANCH PREMISES, BTPS TOWNSHIP, TRIBENI, DIST.: HOOGHLY (W.B.)

Tender ID: KOL-AS-2026-10-HOW-V-TRB **Date:** 22.10.2026

CIVIL / STRUCTURAL WORKS

The Bank's Empanelled Contractors under Categories CA, CB & CC (Civil / Structural Works – for work value above ₹50 Lakh up to ₹500 Lakh) only are eligible to apply.

Commencement Date & Time of Tender: 23.10.2026 from 10:00 AM

Last Date & Time for submission of Tender: 05.11.2026 till 11:00 AM

Opening of e-Tender: 11:30 AM on 05.11.2026

Tender Submitted By:

Name of the Bidder: ……

Address for Correspondence: ……

e-Mail: …… **GSTIN:** ……

Date: …… **Authorized Signatory:** ……

Note: The bidders must possess valid Digital Signature Certificate (DSC) to participate.

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SECTION – 1: NOTICE INVITING TENDERS

1.1 e-TENDER NOTICE:

State Bank of India invites electronically sealed **Item-rate e-Tenders** under two-bids system (online Technical and Price Bids) from the Bank's empanelled contractors for *Civil / Structural Works* under **Categories CA, CB & CC** (work value above ₹50 Lakh up to ₹500 Lakh) through the online e-Tendering System Portal ***https://www.tenderwizard.com/SBIETENDER*** as per the following details –

1	Name of the Work	:	**Civil / Structural and Sanitary & Plumbing Works pertaining to the proposed repairing & renovation along with roof treatment & waterproofing works at SBI Tribeni Branch Premises, BTPS Township, P.O.: Tribeni, P.S.: Mogra, Dist.: Hooghly, PIN – 712 503 (WB)**
2	Estimated Amount put to Tender	:	**₹62,10,598/- (Rupees Sixty Two Lakh Ten Thousand Five Hundred and Ninety Eight only)** ***[BOQ to be followed for details]*** This amount is exclusive of GST, which shall be paid extra as applicable from time-to-time on the certified bill amount (s) on reimbursement-basis upon production of payment receipts / challans.
3	Time Allowed for Completion	:	**90 days** (including Sundays and Holidays) from the Date of Issue of the Work Order or the Site Handover Date, whichever is later
4	Validity of Tenders	:	**90 days** from the date of opening of tenders
5	Earnest Money Deposit (EMD)	:	***NIL*** **Note:** The bidder shall have to **MANDATORILY** upload the digitally signed scanned copy of **Special Term Deposit Receipt (STDR)** submitted to the Bank for empanelment.
6	Initial Security Deposit (ISD)	:	2% of the Accepted Contract Price (Work Order Value), rounded up to nearest thousand rupees
7	Total Security Deposit (TSD) in the form of Retention Money (RM)	:	5% of the Accepted Contract Price (Work Order Value) including Initial Security Deposit (ISD)
8	Liquidated Damages (LD)	:	0.5% of the Accepted Contract Price (Work Order Value) per week of delay, subject to the maximum of 5% of the same
9	Defects Liability Period (DLP)	:	12 Months from the date of Virtual Completion

10	Availability of Tender Documents	:	● Bank's website: **www.sbi.co.in** **and / or,** ● Online e-Tendering System Portal: ***https://www.tenderwizard.com/SBIETENDER***.
11	Tender Documents Downloading Tenure	:	**(a) Start Date: From 10:00 AM on 23.10.2026** **(b) End Date: Up to 10:00 AM on 05.11.2026**
12	Last Date and Time of Submission of Tender *(both online Technical & Price Bids)*	:	**Up to 11:00 AM on 05.11.2026** **Note:** No bid in any form will be accepted after the said date & time. The e-Tendering System Portal will get locked thereafter. SBI shall not be liable for any communication / connection / system failure.
13	Date and Time of Opening of the Tender *(both online Technical & Price Bids)*	:	**05.11.2026 at 11:30 AM** In case the tender opening date is declared as a holiday / lock-down, the tender will be opened in the next working day at the same time.
14	For e-Tender related queries	:	**Service provider:** **M/s. Antares Systems Limited** ❑ **Registered Office:** Honganasu, #137/3, Bangalore-Mysore Road, Opp. to Metro Pillar #P-696, Kengeri, Bengaluru – 560 060, Karnataka. Phone No.: 080 – 4598 2100 ❑ **Branch Office:** Tenderwizard Helpdesk Centre, BD-52A, Rabindrapally, Kestopur, Kolkata – 700 101, West Bengal. Phone No.: 033 – 4604 6611 **Help Desk Contacts:** **9073677150 / 9073677151 / 9073677152 / 9674758723 / 9674758726 / 9674758506 / 9686449042 / 9708966660** **Contact Persons:** **1. Mr. Kushal Bose** Mobile No.: +91 96747 58719 e-Mail: kushal.b@antaressystems.com **2. Mr. Biswajit Chakraborty** Mobile No.: +91 96747 58723 e-Mail: biswajit.c@antaressystems.com *(To be contacted on working days between 9 AM & 6 PM)*

15	Documents required to be scanned and uploaded, *duly signed digitally by the bidder*, as **Technical Bid** in the e-Tendering System Portal	:	**1. NIT (Section 1)** *(each page duly signed by the authorized signatory with seal of the firm)* **2. Process Compliance Statement** under Annexure – I *(to be submitted on bidder's letter-head, duly signed by the authorized signatory with seal of the firm)* **3. Special Term Deposit Receipt (STDR)** submitted to the Bank for empanelment *(duly signed digitally by the bidder)*
16	Value of Interim Certificate	:	***NIL*** **Note:** No advance on materials / plant / machinery or mobilization advance shall be paid under any circumstances.

For any details, please contact the following official (s) –

1. The Assistant General Manager (Premises & Estate)
State Bank of India
Premises & Estate Department
Local Head Office, Kolkata
Samriddhi Bhavan, Block B, 9th Floor,
1, Strand Road, Kolkata – 700 001 (WB).
Contact No.: +91 96747 10034
e-Mail ID: agmpre.lhokol@sbi.co.in

❑ **Contact Person (s):** Manager (Civil Engg.), Mobile No.: +91 96747 10736

2. The Regional Manager
State Bank of India
RBO Chinsurah (HOW – V)
Rohara Plaza, 2nd Floor,
Municipal Bus Stand, Near Ghori More,
J. C. Ghosh Sarani, P.O. & P.S.: Chinsurah,
Dist.: Hooghly, PIN – 712 101 (WB).
Contact No.: +91 96747 25503
e-Mail ID: agmr5.zohow@sbi.co.in

Note:

1. Corrigenda, if any, is to be followed as published in the online e-Tendering System Portal ***https://www.tenderwizard.com/SBIETENDER*** only.

2. The contractor, who would come up as the Lowest Bidder (L-1) and whose tender would be considered for acceptance, shall have to submit all the documents as marked at **Sl. No. 15** in the above table ***(NIT Section 1 & Process Compliance Statement in Original, and, Photocopy of STDR)*** along with the General Conditions of Contract (GCC), Special Conditions of Contract (SCC), Technical Specification and Price Bid, *duly signed by the authorized signatory with seal of the firm,* while receiving the formal Work Order (WO) / Letter of Intent (LOI) / Letter of Acceptance (LOA) from the Bank / the Consultant. The aforesaid documents

altogether shall constitute the Tender Document. The contractor shall also have to submit any other document (s) as necessitated / advised by the Bank / the Consultant at any time during the contract period.

Sd/-
Assistant General Manager (Premises & Estate)
SBI, P&E Deptt., LHO Kolkata.

1.2 IMPORTANT NOTES:

(a)	All contractors who are empanelled with SBI Kolkata Circle in the specific category (s) are only eligible for the above-mentioned work.
(b)	Any abnormal increase from the quoted price / cost will not be accepted.
(c)	The Bank reserves the right to reject any or all the tenders without assigning any reason whatsoever.
(d)	Electronically Sealed Digitally Signed Tenders are invited from the Bank's Empanelled Contractors in **Categories CA, CB & CC** *(work value above ₹50 Lakh up to ₹500 Lakh for Civil / Structural Works)* in two parts including **Technical Bid** and **Price Bid,** to be submitted **online only** through the portal ***https://www.tenderwizard.com/SBIETENDER***. **(i) Technical Bid:** Technical Bid, comprising of the requisite documents / instruments as in **Sl. No. 15** in the above table, are to be scanned and uploaded online, duly signed digitally by the bidder. **No documents / instruments are to be submitted in hard copy, unless advised.** **(ii) Price Bid:** Price Bid shall contain the electronic format of Bill of Quantities (BOQ). No condition / stipulation in this part other than unconditional general rebate shall be accepted. **No documents / bids are to be submitted in hard copy, unless advised.** **# Price Bid of only those bidders will be opened, who would qualify in the Technical Bid. ★ No bid shall be accepted offline.** The contractors can view the Tender Opening Details through their respective log-in IDs on the above-mentioned e-Tendering Portal (Website).
(e)	The bidder is expected to examine all instructions, forms, terms and specifications in the bid documents. Failure to furnish all information required as per the bid documents or submission of bids not substantially responsive to the bid documents in every respect will be at the bidder's risk and shall result in rejection of the bid.
(f)	In case the date of opening of tenders is declared as a holiday / lock-down, the tenders will be opened on the next working day at the same time. Again, corrigenda, if any, are to be followed from ***https://www.tenderwizard.com/SBIETENDER***.
(g)	No conditions other than those mentioned in the tender will be considered, and, if given, they will have to be withdrawn before opening of the Price Bid.
(h)	Technical Bid without any or all the stipulated documents / instruments shall be summarily rejected, and, *Price Bid of such bidders shall not be opened in any case.*

(i)	The Bank has the right to accept / reject any / all tenders without assigning any reasons and no correspondence shall be entertained in this regard.
(j)	The intending bidders are to quote their rates / financial offers in terms of specific Item-rates (up to two decimal places) only for each item, excepting fixed price / lump sum item (s), if any, in the Online Price Bid. Otherwise, the tender may be rejected.
(k)	Rates furnished in the Online Price Bid shall include all costs towards materials, manpower, machinery, equipment, tools & tackles, carriages, water & electricity charges, installation, testing, commissioning & certification, sundries & allowances, taxes & levies, etc., *but exclude Goods & Services Tax (GST).* **GST shall be paid extra as applicable from time-to-time on the certified bill amount (s) on "Reimbursement"-basis on claim upon production of GST Registration document and payment receipts / challans / forms as per extant norms at prevailing rate.**
(l)	After opening of Price Bid, no reference shall be made to any tenderer other than the Lowest Bidder (L-1), whose tender would be considered for acceptance.
(m)	A sum calculated @ 5% of the Accepted Contract Price (Work Order Value) including ISD will be retained as **Total Security Deposit (TSD)** in the form of RM, which will be refunded on satisfactory completion of free maintenance period, i.e., Defects Liability Period (DLP) of 12 (twelve) months from the date of virtual / actual completion of work, as the case may be. *No interest shall be payable to this effect.*
(n)	The quantities and / or specification mentioned in the schedule of works have been worked out based on the requirements and condition of the premises at the time of preparation of drawing / estimates and / or approval thereof. The same are neither exclusive nor exhaustive and may differ during execution of works as per specific direction of the competent authority.
(o)	Rates offered against the items shall be inclusive of providing necessary arrangements for satisfactory protection of furniture / flooring / electrical fittings / Bank's any other property during execution of the work.
(p)	Rates offered against the items shall be inclusive of cost for disposing debris and any other unserviceable materials as per direction and in conformity with the local or any other authority (s) rules.
(q)	Rates offered against the items shall be inclusive of cleaning of floors, making good to damaged floor, ceiling, walls, etc., after completion of work.
(r)	In case of any poor quality of work or substandard materials used for the purpose, the same shall be replaced as per instructions without any extra cost.

Sd/-
Assistant General Manager (Premises & Estate)
SBI, P&E Deptt., LHO Kolkata.

1.3 TERMS & CONDITIONS OF e-TENDERING:

State Bank of India shall finalize the Tender through e-Tendering mode, for which **M/s. Antares Systems Limited,** having registered office at Honganasu, #137/3, Bangalore-Mysore Road, Opp. to Metro Pillar #P-696, Kengeri, Bengaluru – 560 060, Karnataka, *and,* Branch Office (Tenderwizard Helpdesk Centre) at BD-52A, Rabindrapally, Kestopur, Kolkata – 700 101, West Bengal, have been engaged as the Service Provider. Please go through the guidelines given below and submit your acceptance to the same along with your bids:

- e-Tendering shall be conducted by SBI through M/s. Antares Systems Limited on pre-specified date. While the participating contractors (bidders) shall be quoting from their own offices / place of their choice, internet connectivity and other paraphernalia requirements shall have to be ensured by the bidders themselves. In the event of failure of internet connectivity due to any reason whatsoever, it is the bidders' responsibility only.

- In order to ward off such contingent situation, the 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 the bidders 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.

- M/s. Antares Systems Limited shall arrange to provide adequate training to the bidders and their nominated person (s) without any cost to them. They shall also explain the former all the rules related to the e-Tendering. The bidders are required to give their compliance on it before start of the bidding / tendering process.

- BIDDING CURRENCY AND UNIT OF MEASUREMENT: Bidding will be conducted in Item-rate Tendering Process, the final amount will be in Indian Currency (INR : ₹) and Unit of Measurement, mostly in SI System, will be displayed item-wise in online price bid.

- BID PRICE: The bidders are to quote their rates / financial offers in terms of specific item-rates (up to two decimal places) only for each item, excepting fixed price / lump sum item (s), if any, in the Online Price Bid.

- VALIDITY OF BIDS: The quoted bid price shall be firm for a period specified in the tender document and shall not be subjected to any change whatsoever.

1.4 PROCEDURE OF e-TENDERING:

Online Tendering:

- The soft copy of the Notice Inviting Tenders (NIT), *or,* Technical Bid and / or Price Bid shall be made available in the Bank's website during the period of tendering as specified in NIT.

- Online e-Tendering Portal shall be open to the Bank's empanelled contractors (bidders) in the respective category (s) for participation up to the specified date & time. No bid in any form will be accepted after the said date & time. The e-Tendering System Portal will get locked thereafter.

- The bidders shall have to download the entire tender document including the Price Bid to get acquainted with the terms & conditions and upload compulsorily the required documents of the

bid in the e-Tendering System Portal without fail after putting the signature & seal. Failing to upload as stated above, the tender will be rejected.

- The Price Bid shall be made available online by the Service Provider wherein **the bidders will be required to fill-in their rates / financial offers in terms of specific item-rates (up to two decimal places) only for each item, excepting fixed price / lump sum item (s), if any.**

- The bidders are advised not to wait till the last minute to submit their online item-wise quote in the price bid to avoid complications related to internet connectivity, network problems, system crash down, power failure, etc.

It is mandatory for all the bidders participating in the bidding to quote their rates / financial offers in terms of specific item-rates (up to two decimal places) only for each item, excepting fixed price / lump sum item (s), if any. In case, any bidder / bidder (s) fails / fail to quote its / their item-rate against any or many item (s) of the Price Bid (excepting fixed price / lump sum items), not even zero (₹0.00), such tender shall be treated as "Incomplete Tender" and shall be liable for rejection.

- LOG-IN NAME & PASSWORD: Each bidder is assigned a Unique Username & Password by M/s. Antares Systems Limited. All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder itself.

- 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 successful bidder in the tendering shall be bound to execute the work at the quoted rates, if specification remains unchanged. **In case the successful bidder backs out or fail to complete the work as per the offer, the Bank shall be at liberty to take action as deemed necessary including de-paneling of such contractors.**

- At the end of e-Tendering, the Bank will decide upon the successful bidder. The decision of the Bank on Award of Contract shall be final and binding on all the bidders.

- The Bank shall be at liberty to cancel the e-Tendering process / tender at any time before placing the work order or the event of Award of Contract without assigning any reason whatsoever.

- The Bank shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.

- OTHER TERMS & CONDITIONS:

  - The bidders shall not involve themselves or any of their representatives in price manipulation of any kind, directly or indirectly, by communicating with other suppliers / bidders.

  - The bidders shall not divulge either their bids or any other exclusive details of the Bank to any other party.

  - The Bank reserves the right to extend, re-schedule or cancel any e-Tendering at its sole discretion.

  - The decision of the Bank on Award of Contract shall be final and binding on all the bidders.

- The Bank or its authorized service provider shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.
- The Bank or its authorized service provider shall not be held responsible for any damages caused to the bidders including damages that result from their works, but are not limited to negligence.
- The Bank or its authorized service provider shall not be held responsible for consequential damages including but not limited to systems problems, inability to use the system, loss of electronic information, etc.

Note:

✓ All the bidders are required to submit the Process Compliance Statement **(Annexure – I),** duly signed by the authorized signatory with seal of the firm, to the Service Provider.

✓ All the bidders are requested to ensure that they have a valid Digital Signature Certificate (DSC) well in advance to participate in the online event.

1.5 PREAMBLE TO BILL OF QUANTITIES & RATES:

Bidders are advised to quote their rates / financial offers in terms of specific item-rates (up to two decimal places) only for each item, excepting fixed price / lump sum item (s), if any, after due consideration of the following pertinent points:

1. Actual site conditions including working time that would be available to them as per prevailing / standing / extant rules
2. Material access regulations of the building including permission of use of lifts and stairways, etc.
3. Temporary storage provision of disposable materials arising out of the work
4. Security measures and permissions required to be observed and obtained in consultation with the representatives of the owner and act strictly according to the same
5. Traffic Regulations of the local Police Authority in order to organize trouble-free access of materials, manpower, machinery, etc.
6. Execution of works in close and effective co-ordination with other executing agencies who shall be working simultaneously
7. Any other governing issue (s) likely to have impact on the execution and cost of work
8. TAXES AND DUTIES: The bidders must take a note of the fact that all the rates are inclusive of all costs towards materials, manpower, machinery, equipment, tools & tackles, carriages, water & electricity charges, installation, testing, commissioning & certification, sundries & allowances, taxes & levies viz. duties, royalties, cess (additional tax levied by Govt. on top of existing taxes to raise funds for specific public purposes), excise, sales tax, work contract tax or any other taxes such as income tax deducted to contractor or local charges as applicable, etc. No extra claim on this account will be entertained in any case. However, Goods & Services Tax (GST) as per relevant GST Act shall be paid extra as applicable from time-to-time on the certified bill

amount (s) on reimbursement-basis on claim upon production of GST Registration document and payment receipts / challans / forms as per extant norms at prevailing rate.

9. GOVERNMENT AND LOCAL RULES: The successful bidder shall conform to the provisions of all local by-laws and acts relating to the work and to the norms, regulations, etc., of the Government and local authorities at the State / Union Territory, as the case may be, and of any entity, private individual / commercial, with whose system the premises is / are proposed to be connected. The contractor shall give all notices required by the said acts, rules, norms, regulations and by-laws, etc., and pay all fees payable to such authority (s) for execution of the work involved. The cost, if any, shall be deemed to have been included in the quoted rates, taking into account all liabilities for licenses, fees for footpath encroachment and restorations, statutory clearance, etc., and shall defend all actions arising from such claims or liabilities.

10. COVID PROTOCOL: The successful bidder shall have to ensure, without any extra cost, meticulous compliance of protocols laid down by the Govt. with regard to COVID-19 during execution at site.

2.1 ASSERTION:

Except where provided for in the description of individual items in the Schedule of Works (SOW) / Bill of Quantities (BOQ) and in the specifications & conditions laid down hereinafter and, in the drawings, the work shall be carried out as per standard specifications and under the direction of the Bank / Consultant.

2.2 INTERPRETATION:

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

i) ***Client:*** The term *"Client"* shall denote **STATE BANK OF INDIA** with the **Corporate Centre** at State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai – 400 021, Maharashtra, **Local Head Office, Kolkata Circle (LHO Kolkata)** at Samriddhi Bhavan, Block B, 1, Strand Road, Kolkata – 700 001, West Bengal, **Administrative Office, Howrah Module (AO Howrah)** at Samriddhi Bhavan, Block E, 5th Floor, 1, Strand Road, Kolkata – 700 001, West Bengal, and, **Regional Business Office (RBO), Chinsurah (HOW – V)** at Rohara Plaza, 2nd Floor, Municipal Bus Stand, Near Ghori More, J. C. Ghosh Sarani, P.O. & P.S.: Chinsurah, Dist.: Hooghly, PIN – 712 101, West Bengal, and includes Client's representatives, successors and assigns.

ii) ***Consultant:*** The term *"Consultant"* shall mean the Project Architect, if any, engaged by the Client, or in the event of their ceasing to be the Consultant for the purpose of this contract, such other person (s) as the Client shall nominate for the purpose. In this project, no architectural firm has been appointed as consultant.

iii) ***Contractor:*** The term *"Contractor"* shall mean the successful bidder, who would come up as the Lowest Bidder (L-1) in the e-Tendering vide this office **Tender ID KOL-AS-2026-10-HOW-V-TRB dated 22.10.2026,** including their heirs, legal representatives, assigns and successors, and, whose tender would be considered for acceptance, subject to fulfilling all other criteria mentioned in the tender document.

iv) ***Site:*** The *"Site"* shall mean **SBI Tribeni Branch Premises, located at BTPS Township under WBPDCL's Bandel Thermal Power Station (BTPS), Gate No. 1, BTPS Township Road, P.O.: Tribeni, P.S.: Mogra, Dist.: Hooghly, PIN – 712 503, West Bengal,** where the work is to be executed as per the lay-out plan (s) and drawing (s) including any other building (s) thereat allotted by the Bank / Consultant for the Contractor's use.

v) ***Site Engineer / Project Management Consultant (PMC):*** The *"Site Engineer / Project Management Consultant"* shall be the person / organization appointed by the Bank / Consultant for administration of the proposed work / project.

vi) ***Drawing:*** The work is to be carried out in accordance with the drawings, specifications, the schedule of quantities and any further drawings or any other instruction, which may be given by the Bank / Consultant, during the execution of the work.

All drawings relating to work given to the Contractor together with a copy of schedule of works (SOW) / bill of quantities (BOQ) are to be kept at site and the Bank / Consultant shall be given access to such drawings or schedule of works (SOW) / bill of quantities (BOQ) whenever necessary. Detailed fabrication / erection / rebar drawings / bar bending schedule (BBS), etc., wherever required, are to be prepared by the Contractor and have these approved by the Bank / Consultant before taking up execution. The Contractor shall ask in writing for all clarifications on matters occurring anywhere in drawings, specifications and schedule of works (SOW) / bill of quantities (BOQ) or to additional instructions at least 15 days ahead from the time when it is required for implementation so that the Bank / Consultant may be able to give decision thereon.

★ *"The Work"* shall mean the work to be executed or done under this contract.

★ *"Act of Insolvency"* shall mean any act as defined by the Presidency-Towns Insolvency Act, 1909, or, in the Provincial Insolvency Act, 1920 (enactments), or, any amending statutes.

★ *"Schedule of Works"* shall mean the schedule of works (SOW) / bill of quantities (BOQ) forming part of the contract.

★ *"Priced Schedule of Quantities"* shall mean the schedule of works, duly priced with the quoted Item-rates for each item excepting fixed price / lump sum item (s), if any, by the Contractor against the Bank's approved specification, and, accepted by the Bank / the Consultant.

2.3 SCOPE OF WORKS:

The scope of work consists of **Civil / Strl. and Sanitary & Plumbing Works pertaining to the proposed extensive major repairing & renovation along with roof treatment & waterproofing works at the Site** in accordance with the Drawings and Schedule of Works. It includes providing all materials, labour, tools & tackles, equipment and management necessary for and incidental to the execution, construction and completion of the work in conformity with the designs, drawings, specifications, bill of quantities, etc. Should any detail, essential for efficient completion of the work, be omitted from the drawings / specification, it shall be the responsibility of the Contractor to inform the Bank / Consultant and to furnish and install such detail with Bank's / Consultant's concurrence, so that upon completion of the proposed work, the same becomes acceptable.

The Bank / Consultant may, in their absolute discretion, issue further drawings and / or written instructions, details, directions and explanations, which are hereafter collectively referred to as *"The Bank's / Consultant's Instructions"* with regard to the following –

(a) Variation or modification of the design, quality or quantity of work or the addition or omission or substitution of any work
(b) Any discrepancy in the drawing or between the schedule of quantities and / or drawing and / or specification
(c) Removal of any defective material brought thereon by the Contractor from the site and the substitution of any other material thereof
(d) Demolition, removal and re-execution of any work already executed by the Contractor
(e) Dismissal of any person from the work employed thereupon
(f) Opening up for inspection of any work covered up
(g) Rectification and making good of any defects under clauses hereinafter mentioned and those arising during the Defect Liability Period.

The Contractor shall forthwith comply with and duly execute any work comprised in such Bank's / Consultant's instruction provided always that verbal instruction, directions and explanations given to

the Contractor or his representative upon the work by the Bank / Consultant shall, if involving a variation, be confirmed in writing to the Contractors within seven days. No work, for which rates are not specifically mentioned in the priced schedule of quantities, shall be taken up without written permission of the Bank / Consultant. Rates of items not mentioned in the priced schedule of quantities shall be fixed by the Bank in consultation with the Consultant as provided in **"Variation / Deviation"** under **Clause 2.47.**

2.4 DETAILED DRAWINGS AND INSTRUCTIONS:

The Bank, through its Consultant, shall furnish with reasonable promptness additional instruction by means of drawings or otherwise necessary for proper execution of the work. All such drawings and instructions shall be consistent with contract documents, true documents thereof and reasonably inferable therefrom. The work shall be executed in conformity therewith and the Contractor shall not work without proper drawings and instructions. Immediately after receipt of the work order of the contract, the Contractor shall prepare a progress schedule and submit the same to the Bank through the Consultant for approval which shall indicate the dates for the starting and completion of the various stages of constructions.

2.5 COPIES FURNISHED:

The Contractor, on signing the contract and submission of undertaking **(Proforma – X),** shall be furnished by the Bank / through its Consultant free of charge with a copy of the priced schedule of quantities / rates, two copies of each of the said drawings and one copy of specification and two copies of all further drawings issued during the progress of the work. Any further copies of such drawings required by the Contractor shall be supplied on payment by the Contractor of the charges therefor.

2.6 OWNERSHIP OF DRAWING:

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

2.7 FAILURE BY CONTRACTORS TO COMPLY WITH INSTRUCTIONS OF THE BANK / CONSULTANT:

If the Contractor, after receipt of written notice from the Bank or the Consultant requiring compliance of any instructions within 10 (ten) days, fails to comply with such instructions, the Bank, through the Consultant, may employ other person (s) to carry out any such instructions whatsoever that may be necessary to give effect thereto and pay all cost in connection therewith. The Contractor shall either pay the Bank the cost incurred by the Bank in connection therewith or the Bank may release the cost from any money due or to become due to the Contractor.

❑ Owner's Right to Terminate the Contract:

If the Contractor, being an individual or a firm, commit any act of "Insolvency", or, shall be adjusted an insolvent, or, being an incorporated company, has an order for compulsory winding up voluntarily or subject to the supervision of Govt. and of the Official Assignee of the Liquidator in such acts of insolvency or winding up, and becomes unable within 7 days after notice to him to do so to show to the reasonable satisfaction of the Bank / Consultant that he is able to carry out and fulfil the contract and to give security therefore if so required by the Bank / 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,*

If the Contractor shall assign or sublet his contract without the Bank's consent in writing through the Consultant or shall charge or encumber this contract or any payment due to which may become due to the Contractor thereunder:

- has abandoned the contract, *OR,*

- has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for 15 days after receiving from SBI through the Architect / Consultant written notice to proceed, *OR,*

- 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 Bank through the Consultant that the said materials were condemned and rejected by the 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 instructions of the Bank / Consultant to the contrary subject any part of the contract,

THEN, and in any of the said cases, the Bank or the 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 Bank / Consultant or the obligation and liabilities of the Contractor, the whole of which shall continue in force as fully as if the contract had not been so determined and as if the works subsequently had been executed by or on behalf of the Contractor.

AND, further the Bank, through the 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 contractor (s) 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 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 Bank / Consultant shall give a notice in writing to the Contractor to remove his surplus materials and plants. Should the Contractor fail to do so within 15 days after receipt thereof by him, the Bank shall sell the same by public auction after due publication and adjust the amount realized by such auction. The Contractor shall have no right to question any of the act of the Bank incidental to the same of the materials, etc.

2.8 VISIT TO THE SITE:

Intending tenderers are advised to visit the site and make themselves thoroughly acquainted with the local site condition, nature and requirements of the work, facilities of transport condition, availability of labour and materials, access and storage for materials and removal of debris / rubbish.

The tenderer shall provide in the tender for cost of carriage, freight and other charges as also for any special difficulties and including local Police restriction for transport, etc., for proper execution of work as indicated in the drawings. The successful bidder will not be entitled to any claim or compensation for difficulties faced or losses incurred on account of any site condition which existed before the commencement of the work, or which, in the opinion of the Bank / Consultant, might be deemed to have reasonably been inferred as so existing before commencement of work.

2.9 TENDERS:

The entire tendering process will be conducted on an electronic platform through **M/s. Antares Systems Limited,** the Bank's approved e-Procurement Agency. The Bank reserves the right to reject the lowest or any tender and also to discharge any or all of the tenders for each section or to split up and distribute any item of work to any firm (s) without assigning any reason. The tenderers should note that the tender is strictly on the *Item-rate basis* and their attention is drawn to the fact that the rates for each and every item are to be quoted on the basis of the Bank's approved specification, which are workable and self-supporting, considering present standard practice for such works. *If called upon by the Bank, justification of the rates offered by the Contractor shall have to be submitted. The Bank shall not be bound to accept the said justification.* The work will be paid for as *"measured work"* on the basis of actual work done and not as *"lump sum"* contract, unless mentioned otherwise. All items of work described in the schedule of quantities are to be deemed and paid as complete work in all respects and details including preparatory and finishing work involved, directly related to and reasonably detectable from the drawings, specifications and schedule of quantities and no further extra charges will be allowed in this connection. The Bank has power to add / omit from any work as shown in drawings or described in specifications or included in schedule of quantities and intimate the same in writing, but no addition, omission or variation shall be made by the Contractor without authorization from the Bank.

★ *No variation shall vitiate the contract.*

❑ Validity of Tender:

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

❑ Important Note:

In case the Lowest Tendered Amount of two or more contractors is same, such lowest contractors will again be asked to submit sealed / online *"Revised ± Percentage (%) offers"* on the original estimated cost of tender, derived based on the Bank's approved rates for the items including all sub-sections / sub-heads, as the case may be. But the revised quoted amount shall in no case be higher than the amount quoted during their initial offer for the project. If any of such bidders is found to have quoted tendered amount (s) higher than their original item-rate tender (s) in the revised bid (s), their tender shall summarily be rejected. The lowest tender shall be decided on the basis of the revised offers. The process of online re-bidding amongst two or more contractors offering same rates / tendered amounts shall continue till L-1 bidder is discovered.

In case any of such contractor (s), who have quoted same tender amount during initial bidding or subsequent re-bidding, refuse (s) to submit revised offer, it shall be treated as *"withdrawal of tender"* by the contractor (s) before acceptance. The Bank shall be at liberty and on absolute discretion to take any action as deemed fit against such contractors in that case without making further reference to them.

In case all the lowest contractors, who have quoted same tendered amount, refuse to participate in online revised bidding process for the project, appropriate actions as deemed fit by the Bank may be initiated against them and the tenders shall be re-invited for the project.

The contractor (s), who is / are suspended / de-barred in accordance with the above provision because of non-submission of revised offer (s), shall not be allowed to participate in the re-tendering process for the said project.

2.10 TENDER DOCUMENTS:

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

❑ **Important Note:**

★ *Tender documents are not transferable.*

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

① Price Bid

② GCC of Contract

③ Instructions to Tenderers

④ Drawings

⑤ SCC of Contract

⑥ Technical specification.

2.11 AGREEMENT:

The successful bidder shall execute the Agreement as per the draft agreement **(Annexure – II)** within 15 days from the date of issue of formal work order and he shall pay for all stamps and legal expenses, incidental thereto. However, the written acceptance of the tender by the Bank / Consultant will constitute a binding contract between the Bank and the person so tendering, whether such formal agreement is subsequently executed or not.

2.12 PERMITS AND LICENSES:

Permits and licenses for release of materials, which are under Government control, shall be arranged by the Contractor on behalf of the Bank. The Bank will sign any form or application that may be necessary for the purpose. It may be clearly understood that no compensation or additional charges can be claimed by the Contractor for non-receipt of any such controlled material in due time. The Contractor will, however, be eligible to a proportionate extension of time on this account, which, in the opinion of the Bank / Consultant, is reasonable. The Contractor shall, at his own cost, arrange for storage shed adequate for taking delivery and storing of the materials including any incidental

cost for obtaining permits and licenses, etc. The costs for storing, transporting, handling, etc., are to be included by the Contractor in his quoted offer.

2.13 GOVERNMENT AND LOCAL RULES:

The Contractor shall conform to the provisions of all local Bylaws and Act relating to the work and to the Regulations, etc., of the Government and Local Authorities (at the State / UT as the case may be) and of any entity, private individual / commercial, with whose system the premises is proposed to be connected. The Contractor shall give all notices required by the said Act, Rules, Regulations and By-laws, etc., and pay all fees payable to such authority / authorities for execution of the work involved. The cost, if any, shall be deemed to have been included in his quoted rates, taking into account all liabilities for licenses, fees for footpath encroachment and restorations, statutory clearance, etc., and shall defend all actions arising from such claims or liabilities.

2.14 COVID-19 PANDEMIC – PRECAUTIONS & MEASURES OF PREVENTION:

The Contractor shall, in addition to the above, ensure, without any extra cost, meticulous compliance of protocols laid down by the Govt. with regard to COVID-19 as well as proper sanitization of articles upon reaching at site and before handing over to the Bank. They will have to take all necessary precautions and measures of prevention from COVID-19 during the execution of job at all times without any exception involving the following –

- Wearing face masks, hand-gloves, etc., by the workers and supervisors
- Washing of hands with soap and water at regular intervals
- Proper sanitization of the premises frequently during the execution of work
- Ensure cleaning of ambience before and after a day's work

Apart from the aforesaid, any additional norm as prescribed by the Govt. as well as the Bank's authorized officials from time to time in this respect shall have to be meticulously complied with.

2.15 TAXES AND DUTIES:

The tenderer must take a note of the fact that all the rates offered in the Price Bid shall be inclusive of all duties, royalties, cess, excise, sales tax, work contract tax or any other taxes such as Income Tax deducted to contractor or local charges as applicable, etc. No extra claim on this account will in any case be entertained. However, Goods & Services Tax (GST) as per relevant GST act will be paid on production of GSTIN Registration Certificate and on claim.

2.16 WATER & ELECTRICITY:

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:

- Water used by the Contractor shall be fit for construction purposes to the satisfaction of the Bank or the Consultant.
- The Contractor shall make alternative arrangements for the supply of water if the arrangement made by the Contractor for procurement of water in the opinion of the Bank or the 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 Bank. The Contractor has to make his own arrangement for drawing and distributing the water at his own cost. He has to make necessary arrangements. To avoid any accidents or damages caused due to construction and subsequent maintenance of the wells. He has to obtain necessary approvals from local authorities, if required, at his own cost. He shall restore the ground to its original condition after wells are dismantled on completion of work or hand over the well to SBI without any compensation as directed by the Bank or the Consultant.

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

2.17 PROVISIONAL SUMS (P.S.):

All provisional sum described in the schedule of quantities as P.S. shall be exclusively allotted to the purchase of materials and not for any handling / fixing to be done by the Contractor, unless stated otherwise. Such costs of handling and fixing with profit (including transport charge if required) shall be separately included in the contract price as described in the schedule of quantities. The disposal of the amounts covered under this head will be absolutely at the discretion of the Bank. Contractor is to make payments for these materials to the suppliers on certificate or orders issued by the Bank / Consultant and realize the payment from the Bank thus made through his bills for work done. However, the Bank may allot any extra job pertaining to the works as deemed fit for smooth and better completion, which can be assessed within P.S. In those events, the contractor shall have to justify their claims against the works done.

2.18 QUANTITY OF WORK TO BE EXECUTED:

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

❑ Other Persons Engaged by the Bank:

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

2.19 STDR AND SECURITY DEPOSIT / RETENTION MONEY:

The intending tenderers will have to upload the scanned copy of **Special Term Deposit Receipt (STDR)** submitted for empanelment, duly stamped and signed by the bidders, at the time of submission of tender as Special Term Deposit Advice. The successful bidder, to whom the contract is awarded, shall have to deposit **an amount @ 2% of the Accepted Contract Price (Work Order Value),** *rounded up to the nearest thousand rupees,* as **Initial Security Deposit (ISD),** which may be submitted in the form of Demand Draft (DD), valid for a period of 90 days from the date of issue of work order to the successful bidder, drawn in favour of State Bank of India, payable at Kolkata. The Initial Security Deposit will have to be made within 14 days from the date of acceptance of tender, failing which, the Bank, at its discretion, may revoke the Letter of Intent / Acceptance and take any action as deemed fit against the contractor without making further reference.

Apart from the ISD as above, **Performance Security Amount, i.e., Total Security Deposit (TSD) in the form of Retention Money (RM)** shall be deducted from progressive running bills @ 10% of the gross value of work done by the Contractor and claimed in each bill, provided, **the Total Security Deposit (TSD) shall not exceed 5% of the Accepted Contract Price (Work Order Value).** The retention money will not be deducted if adequate Bank Guarantee from a Nationalized Bank other than SBI is submitted by the contractor.

An amount @ 50% of the TSD will be refunded to the contractor, subject to the issue of virtual completion certificate by the Bank / Consultant and contractor removing his materials, equipment, labour force, temporary shed / stores, etc., from the site. The balance 50% will be refunded to the contractor 30 (Thirty) days after the expiry of **Defect Liability Period (DLP),** provided he has satisfactorily carried out all the works, submitted all documents contractually called for and attended to all defects during DLP in accordance with the conditions of contract.

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

★ No interest on Security Deposit / Performance Guarantee / Retention Money shall be paid.

❑ Additional Security Deposit (ASD) / Additional Performance Guarantee (APG):

If the total quoted amount of the successful bidder is found to be below **10%** of the estimated amount put to tender, the Bank may, at its sole discretion, advise the contractor to submit *Additional Security Deposit / Additional Performance Guarantee* for **the differential amount between 90% of the Estimated Amount (E) put to tender and their Quoted Amount (Q), i.e., E X 90% – Q = ASD / APG** *(rounded up to the nearest thousand rupees),* which may be submitted in the form of either Demand Draft (DD), drawn in favour of State Bank of India and payable at Kolkata, or, Bank Guarantee, duly obtained from any nationalized bank other than State Bank of India, as per prescribed format that shall be provided at the material time.

ASD / APG shall be liable for verification, validation & sanctity and may be refunded back in case of DD, or, returned in case of BG on claim by the contractor **after the virtual completion of the works and issuance of Virtual Completion Certificate (VCC) by the Bank (Proforma – XI).** ***The Bank shall not be liable to pay any interest against the deposited ASD / APG.*** Nevertheless, ASD / APG shall be liable for forfeiture without assigning any reason whatsoever to the contractor, if any or some or all of the delinquencies under **Clause 2.59** would be imposed.

2.20 CONTRACTOR TO PROVIDE EVERYTHING NECESSARY:

The Contractor shall provide everything necessary for the proper execution of the work according to the intent and meaning of the drawing, schedule of quantities and specifications taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred therefrom and if the Contractor finds any discrepancies therein he shall immediately and in writing refer the same to the Bank / Consultant whose decision shall be final and binding. The Contractor shall provide himself for ground and fresh water for carrying out the work at his own cost. The Bank shall on no account be responsible for the expenses incurred by the Contractor for hired ground or fresh water obtained from elsewhere.

The rates against individual items will be inclusive of everything necessary to complete the said items of work within the contemplation of the contract, and beyond the unit price no extra payment will be allowed for incidental or contingent work, labour and / or materials inclusive of all taxes and duties whatsoever except for specific items, if any stipulated in the tender documents. The Contractor shall supply, fix and maintain at his own cost for the execution of any work, all tools, tackles, machineries and equipment's and all the necessary centering, scaffolding, staging, planking, timbering, strutting, shoring, pumping, fencing, boarding, watching and lighting by night as well as by day required not only for the proper execution and protection of the said work but also for the protection of the public and safety of any adjacent roads, streets, walls, houses, buildings, all other erections, matters and things and the Contractor shall take down and remove any or all such centering, scaffolding planking, timbering, strutting, shoring, etc., on occasions as required or when ordered so to do and shall fully reinstate and make good all matters and things disturbed during the execution of work to the satisfaction of the Bank / Consultant.

The Contractor, if required, shall also provide such road on site as may be necessary for the proper performance of the contract and for his own convenience but not otherwise. Upon completion, such road shall be broken up and levelled where so required unless the Bank shall otherwise direct. The Contractor shall at all times give access to workers employed by the Bank or any men employed on the building and to provide such parties with proper, sufficient and if required, special scaffolding, hoists and ladders and provide them with water and lighting and leave or make any holes, grooves, etc., in any work, where directed by the Bank / Consultant as may be required to enable such workman to lay or fix pipes, air-conditioning wiring, special fittings, etc. The quoted Item-rates of the tenderers shall accordingly include all these above-mentioned contingent works.

2.21 TIME OF COMPLETION / EXTENSION OF TIME AND PROGRESS CHARTS:

❑ Time of Completion:

The entire work is to be completed in all respects within the stipulated period of **90 (Ninety) days** *(including Sundays and Holidays)* from the Date of Issue of the Work Order or the Site Handover Date, whichever is later. The work shall be deemed to be commenced within 7 (seven) days from the issue of formal work order or the date on which the Contractor is instructed to take possession of the site, whichever is later. Time is the essence of the contract and shall be strictly observed by the Contractor. The work shall not be considered as complete until the Bank / Consultant have certified in writing that this has been completed and the Defects Liability Period shall commence from the date of such certificate.

❑ Extension of Time:

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

- delayed handing over of site
- by reason of any exceptionally inclement weather
- by reason of instructions from the Bank / Consultant in consequence of proceedings taken or threatened by or disputes, with adjoining or neighbouring owners
- by the work, or delay of other Contractors or tradesmen engaged or nominated by the Bank / Consultant and not referred to in the specification
- by reason of authorized extra and additions
- by reason of any combination of workman or strikes or lockout affecting any of the building trades
- from other causes which the Bank / Consultant may consider are beyond the control of the Contractor,

THEN, the Bank / Consultant, at the completion of the time allowed for the contract, shall make fair and reasonable extension of time **(Proforma – IX)** for completion in respect therefor. In case of such strikes or lock-outs, as are referred to above, the Contractor shall immediately give the Bank / Consultant written notice thereof **(Proforma – VII)**. Nevertheless, the Contractor shall use his best endeavours to prevent delay and shall do all that as may be reasonably required, to the satisfaction of the Bank / Consultant to proceed with the work and on his so doing it will be ground of consideration by the Bank / Consultant for an extension of time as above provided. The decision of the Bank as to the period to be allowed for an extension of time for completion hereunder shall be promulgated at the conclusion of such strike or lock-out and the Bank shall then, in the event of extension being granted, determine and declare the final completion date, which decision shall be final and binding on the Contractor.

The provision in **Clause 2.22** with respect to payment of liquidated damages shall, in such case, be read and construed as if the extended date fixed by the Bank / Consultant were substituted for and the damage shall be deducted accordingly.

❑ **Progress of work / work programme:**

During the period of construction, the Contractor shall maintain proportionate progress on the basis of a programme chart submitted by the Contractor immediately before commencement of work and agreed to by the Bank / Consultant.

The Contractor should also include planning for procurement of scarce material well in advance and reflect the same in the programme chart so that there is no delay in completion of the project.

2.22 LIQUIDATED DAMAGES (LD CLAUSE):

Should the work be not completed to the satisfaction of the Bank / Consultant within the stipulated period, the Contractor shall be bound to pay to the Bank **a sum calculated @ 0.5% of the Accepted Contract Price (Work Order Value) per week of delay, subject to a maximum of 5% of the Accepted Contract Price (Work Order Value) by way of Liquidated Damages** and not as penalty, during which the work remains uncommented or unfinished beyond the scheduled completion date, i.e., after the expiry of the stipulated completion period.

❑ **Addendum to Liquidated Damages Clause:**

The parties hereby agree that due to negligence of act of the Contractor, if the employer suffers losses, damages, the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and the Contractor agree to pay such liquidated damages, as defined hereunder as per the provisions of this Contract. The amount against liquidated damages under this Contract shall not exceed 5% of the total value of the contract. The liquidated damages shall be applicable under following circumstances:

- If the deliverables are not submitted as per schedule and time, the Contractor shall be liable to pay 1% of the total cost of the services for delay of each week or part thereof.

- If the deliverables are not acceptable to the Employer, and defects are not rectified to the satisfaction of the Employer within 30 days of the receipt of the notice, the Contractor shall be liable for Liquidated Damages for an amount equal to 0.5% of total cost of the services for every week or part thereof for the delay.

Any delay beyond this, the Bank shall be free to terminate the contract and get the work done from an alternate source at the risk of the Contractor, besides invoking Bid Security Declaration. The decision of the Bank as to the period of delay on the part of the Contractor and the quantum of compensation for such delay shall be final and binding on the Contractor. If the Contractor is unavoidably hindered in carrying out the work on account of delayed decision or the approval by the Bank, which are necessary to carry out further work, he shall be allowed suitable extension of time by concerned authority of the Project, whose decision shall be final and binding on the Contractor.

No claim of the Contractor shall be entertained against the Bank for such delayed approvals / decisions by the Govt. Authorities, excepting suitable extension of time.

2.23 ACTION WHEN WHOLE OF SECURITY DEPOSIT IS FORFEITED:

In any case, in which under any clause or clauses of this contract, the Contractor shall have rendered himself liable to pay liquidated damages amounting to the whole of his security deposit (whether paid in one sum or deducted by installments), the Bank / Consultant shall have power to adopt any of the following courses as they may deem best suited to the interest of the Bank:

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

- To employ labour paid by the Bank and supply materials to carry out the work, or any part of the work, debiting the Contractor with the cost of the labour and price of material (of the amount of which cost and price of a certificate of the 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 had been carried out by the Contractor under the terms of this contract. The certificate of the Consultant as to the value of the work done shall be final and conclusive against the Contractor;

- 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 Consultants shall be final and conclusive) shall be binding and paid by the original Contractor and may be deducted from any money due to him by the Bank under the contract or otherwise or from his security deposit or the proceeds of sale thereof, or a sufficient part thereof.

In the event of any the above courses being adopted by the Bank, the Contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or make any advances on account of or with a view to the execution of this work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid, the Contractor shall not be entitled to recover or be paid any sum for any work thereto actually performed under this contract, unless and until the Bank will have certified in writing the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

2.24 TOOLS, STORAGE OF MATERIALS, PROTECTIVE WORKS AND SITE OFFICE REQUIREMENTS:

The Contractor shall provide, fix up and maintain proper office accommodation at an approved position for the Contractor's representatives and staff, which offices shall be open at all reasonable hours to receive instruction notices or communications and clear away on completion of the work and make good all work disturbed. All drawings maintained at the site are to be carefully mounted on boards of appropriate size. They are to be protected from ravages of termites, ants and other insects. The Contractor, if called for, shall provide at his own cost all artificial light required for work and to enable other contractors and sub-contractors to complete the work within the specified time. The Contractor, if called for, shall provide a suitable temporary hut for the watchmen and clear away the same when no longer required and to provide all necessary attendance, lights, etc., required. The Contractor, if called for, shall arrange for temporary latrines for the use of workers and field staff and keep the same in a clean and sanitary condition to the satisfaction of the Public Health Authorities and shall cause such latrines and soil to be cleared away whenever necessary and shall make good all the work disturbed by these conveniences. Every precaution shall be taken by the Contractor to prevent the breeding of mosquitoes on the work during the construction and all receptacles, cisterns, water tanks, etc., used for storage of water must be suitably protected against, breeding of mosquitoes. The Contractor shall indemnify the Bank against any breach of rules in respect of anti-malarial measures. The Contractor shall not fix or place any placards or advertisement of any description or permit the same to be fixed or placed in or upon any boarding gantry, building structure other than those approved by the Bank.

❑ Protective Measures:

The Contractor from the time of being placed in possession of the site must make suitable arrangements for watching, lighting and protecting the work, the site and surrounding property by day, by night, on Sunday and other holidays. The Contractor shall indemnify the Bank against any possible damage to the building, roads or member of the public in courses of execution of the work. The Contractor shall provide necessary temporary enclosures, gates, entrances, etc., for the protection of the work and materials and for altering and adopting the same as may be required and removing on completion of the work and making good all work disturbed.

❑ Storage of Materials:

The Contractor shall provide and maintain proper sheds for the proper storage **(Proforma – VIII)** and adequate protection of the materials etc. and other work that may be executed on the site

including the tools and materials of sub-contractors and remove the same on completion. Sheds for storage of cement are to have pucca floor raised above the ground. Cement godown shall be constructed for storing about six weeks requirements of cement and stored as per norms with a stack of 10 bags each, 2 ft. opening all around with 2 ft. passage between each stack. Structure shall be waterproof from all the sides and top. Cement should be stored one ft. above the ground level and have pucca raised floor. So also, reinforcement bars are to be stored above the ground level to prevent the same form getting rusted.

- **Tools:**

All tools, equipment's and instruments as instructed by the Bank / Consultant and considered necessary for the work shall be provided by the Contractor for the due performance of this contract. All measuring tapes shall be of steel and suitable scaffolding and ladders that may be required for safely taking measurement shall he supplied by the Contractor. The workmen and the supervisors on the work shall carry with them always a steel tape, a spirit level, a plumb bob and a square and shall check the work to see that the same is being done according to the drawing and specifications. The site Engineer will use any or all measuring instruments or tools belonging to the Contractor as he chooses for checking the work executed or being executed on the contract. The Contractor should cover in his rates for making provisions for all reasonable facilities for the use of his scaffolding, tools and plant, etc., by sub-contractors for their work.

2.25 NOTICE AND PATENTS OF APPROPRIATE AUTHORITY AND OWNERS:

The Contractor shall conform to the provisions of any Acts of the Legislature relating to the work and to the Regulations and Bylaws of any authorities, and / or any water, lighting and other companies, and / or authorities with whose system the structures were proposed to have connection and shall before making any variations from the drawings or specification that may be associated to so conform, give the Bank / Consultant written notices specifying the variations proposed to be made and the reasons for making them and apply for instruction thereon. The Bank / Consultant on receipt of such intimation shall give a decision within a reasonable time. The Contractor shall arrange to give all notices required for by the said acts, regulations or by-laws to be given to any authority and to pay to such authority or to any public officer all fees that may be properly chargeable in respect of the work and lodge the receipts with the Bank. The Contractor shall indemnify the Bank against all claims in respect of patent right, royalties, damages to buildings, roads or members of public in course of execution of work and shall defend all action arising from such claims and shall keep the Bank saved harmless and indemnified in all respects form such actions, costs and expenses.

2.26 SAFETY MEASURES AT SITE, CLEARING AND SETTING OUT WORKS:

The site shown on the plan shall be cleared of all obstruction, trees, bushes, shrubs, loose stone and rubbish materials of all kinds. All holes or hollows whether original, existing or produced by removal of loose stone or materials shall be carefully filled up with earth well rammed and levelled off as directed at his own cost. The Contractor shall set out the work and shall be responsible for the true and perfect setting out of the work and for the correctness of the position, levels, dimensions and alignment of all parts thereof. If at any time, any error shall appear during the progress of any part of the work, the Contractor shall at his own expenses rectify such error, if called upon to the satisfaction of the Bank / Consultant.

The Contractor shall further set out the work to the alternative positions at the site until one is finally approved and the Item-rate quoted in his tender should include for this and no extra on this account will be entertained.

❑ **Safety Measures at Site:**

- 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.

- First Aid Box should be kept at site with all requisite materials.

- No one should be allowed to inspect / work at a height without Safety Belt.

- Suitable scaffolds should be provided for workmen for all Works that cannot safely be done from the ground, or from solid construction except such short period Work as can be done safely from ladders. When a ladder is used an extra Mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well as suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than ¼ to 1 (¼ horizontal and 1 vertical).

- Scaffolding or staging more than 3.5 Metre 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.

- 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 Metre above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fenced, as described.

- 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.

- 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 Metre in length while the width between side rails in rung ladder shall in no case be less than 30 cm for ladder up to and including Metre in length. For longer ladders this width should be increased at least 6 mm for each additional 30 cm. Uniform step spacing shall not exceed 30 cm.

- Adequate precautions shall be taken to prevent danger from electrical equipment. For electrical on line works gloves, rubber mats, and rubber shoes shall be used.

- All trenches 1.2 Metre or more in depth shall at all times be supplied with at least one ladder for each 30 Metre length or fraction thereof. Ladder shall be extended from bottom of the trench to at least 1 Meter above the surface of the ground. The sides of the trenches, which are 1.5 Metre 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 Metre 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.

- Before any demolition work is commenced and also during the process of the work –

  - ✓ All roads and open areas adjacent to the Work Site shall either be closed or suitably protected;

  - ✓ 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.

  - ✓ 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.

  - ✓ All necessary personal safety equipment as considered adequate by the Site Engineer should be kept available for the use of the persons employed on the Site and maintained in a condition suitable for immediate use; and the Contractor should take adequate steps to ensure proper use of equipment by those concerned.

  - ✓ Workers employed on mixing Asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.

  - ✓ Those engaged in white washing and mixing or stacking of cement bags or any materials which is injurious to the eyes shall be provided with protective goggles.

  - ✓ Those engaged in welding works shall be provided with Welder's protective eye-shields.

  - ✓ Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.

  - ✓ When workers are employed in sewers and manholes, which are in use, the Contractor shall ensure that the manhole covers are opened and are ventilated at least for an hour before the workers are allowed to get into the manholes and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals and boards to prevent accident to the Public.

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

  - ✓ 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.

  - ✓ 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.

  - ✓ 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.

  - ✓ 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.

- ✓ 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.

- ✓ 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.

- ✓ 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.

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.

- ❑ **Safety Warnings at Site:**

The Contractor shall have to arrange necessary flex signages depicting statutory warnings viz. “RESTRICTED AREA : WORK IN PROGRESS”, “MEN AT WORK”, etc.

2.27 DATUM:

The average ground level will be considered as the crown of the nearest road, which should be taken as “Datum” which is however, subject to final confirmation by the Bank / Consultant. All levels shown in the drawings are to be strictly adhered to.

2.28 BENCHES:

The Contractor is to construct and maintain proper benches of all the main walls, in order that the lines and levels may be accurately checked at all times. These benches will consist of timber posts of adequate length and minimum diameter 75 mm to be driven in the ground at suitable distance as directed encased with brick work. The wire nails will be driven on the top of timber posts on the centre lines of columns, walls, inside and outside face of foundation trenches. Centre line of walls, columns, etc., may be clearly indicated and checked at any time if it is so required.

2.29 CONTRACTOR TO IMMEDIATELY REMOVE ALL OFFENSIVE MATTERS:

All soil, filth or other matters of any offensive nature taken out of any trench, sewer, drain, cesspool or other place shall not be deposited on the surface but shall be once be carted away by the Contractor to a safe place as per rules of the appropriate authorities. The Contractor shall keep the foundation and work free from water and shall provide and maintain at his own expenses electrically or other power-driven pumps and other plant to the satisfaction of the Bank for the purpose, until the building is handed over to the Bank. The Contractor shall arrange for the disposal of the water so accumulated to the satisfaction of the Bank and the local authority and no claims will be entertained afterwards if he does not include in his rates for the purpose.

2.30 ACCESS:

Any authorized representative of the Bank / Consultant shall at all reasonable times have free access to the work and / or to the workshops, factories or other places where materials are being prepared or constructed for the work and also to any place where the materials are lying or from where they are being obtained, and the Contractor shall give every facility to the Bank or their representatives necessary for inspection and examination and test of the materials and workmanship. Except the representatives of the Bank and Consultant no person shall be allowed at any time without the written permission of the Bank.

2.31 MATERIALS, WORKMANSHIP, SAMPLES, TESTING OF MATERIALS:

All the work specified and provided for in the specification or which may be required to be done in order to perform and complete any part thereof shall be executed in the best and most workman like manner with materials of the best and approved quality of the respective kinds in accordance with the particulars contained in and implied by the specifications and as represented by the drawings or according to such other additional particulars and instructions as may from time to time be given by the Bank / Consultant during the execution of the work, and to his entire satisfaction. If required by the Bank / Consultant, the Contractor shall have to carry out tests on materials and workmanship in approved materials testing laboratories or as prescribed by Bank / Consultant at his own cost to prove that the materials etc. under test conform to the relevant I.S. standards or as specified in the specification. No extra payment on this account should in any case be entertained. A list of Mandatory Tests is given in Technical Specification / BOQ / SOW which is only indicative and not exhaustive. Any other tests, special or routine, on any material or workmanship, advised to be done by the Bank / Consultant for any reason shall be done by the Contractor for which no additional payment will be made.

All the materials, stores & equipment's required for full performance of the work under the contract must be provided through normal channels and must include charge for sales tax, import duties and other charges as applicable and must be best of their kind available and the Contractor must be entirely responsible for the proper and efficient carrying out of the work. **The work must be done in the best workmanship manner.** Samples of all materials to be used shall be submitted to the Bank / Consultant and written approval from the Bank / Consultant shall be obtained prior to placement of order. A list of materials of approved make and brand is annexed in the tender. Materials mentioned in the said list shall be used. In case materials specified in the list are not available the Contractor/s may use the equivalent product with prior permission from the Bank / Consultant. As regards equivalent product / material the opinion of the Bank / Consultant shall be final and binding on the Contractor.

During the inclement weather conditions, the Contractor shall suspend concreting and plastering for such time as the Bank / Consultant may direct and shall protect from injury all work during its course of execution. Any damage to any part of the work during construction, for any reasons viz. due to rain, storm or neglect of Contractor, shall be rectified by the Contractor in an approved manner at no extra cost. Should the work be suspended by reason of rain, strike, lockouts or any other cause, the Contractor shall take all precaution necessary for the protection of work and at his own expenses shall make good any damage arising from any of these causes. The Contractor shall cover up and protect from damage, from any cause, all new work and supply all temporary doors, protection to windows, and any other requisite protection for the execution of the work whether by himself or special tradesman or sub-contractor and any damage caused must be made good by the Contractor at his own expenses.

2.32 REMOVAL OF IMPROPER WORK:

The Bank / Consultant shall during the progress of the work have power to order in writing from time to time the removal from the work within such reasonable time or times as may be specified in the order of any materials which in the opinion of the Bank / Consultant are not in accordance with specification or instruction, the substitutions or proper re-execution of any work executed with materials or workmanship not in accordance with the drawings and specifications or instruction. In case the Contractor refuses to comply with the order Bank / Consultant shall have the power to employ and pay other agencies to carry out the work and all expenses consequent thereon or incidental thereto as certified by the Consultant shall be borne by the Contractor or may be deducted from any money due to or that may become due to the Contractor. No certificate which may be given by the Consultant shall relieve the Contractor from his liability in respect of unsound work or bad materials.

2.33 SITE ENGINEER / PROJECT MANAGEMENT CONSULTANT (P. M. C.):

The term “Site Engineer” shall mean the person if, any, appointed and paid by the Bank to superintendent the work. The Contractor shall afford the Site Engineer every facility and assistance for examining the work and materials and for checking and measuring work and materials. The Site Engineer shall have no power to revoke, alter, enlarge or relax any requirements of the Contract or to sanction any day work, additions, alterations, deviations or omission or any extra work whatever, except in so far as such authority may be specially conferred by a written order of the Bank / Consultant. The Site Engineer shall have power to give notice to the Contractor or to his foreman, of non-approval of any work or materials and such work shall be suspended or the use of such materials shall be discontinued until the decision of the Bank / Consultant is obtained. The work will from time to time be examined by the Consultant / Bank or his authorized representative and the Site Engineer. But such examination shall not in any way exonerate the Contractor from the obligation to remedy any defects, which may be found to exist at any stage of work or after the same is complete. Subject to the limitations of this clause the Contractor shall take instructions only from the Consultant / Bank.

2.34 OFFICE ACCOMMODATION FOR THE SITE ENGINEER / P.M.C.:

The Contractor shall provide erect and maintain at his cost a separate simple watertight office accommodation for the Site Engineer / PMC in case it is not already available at site. This accommodation shall be well lighted and ventilated and provided with windows, door with a lock. The Sit Engineer’s / PMC’s office shall be minimum of 14.0 sqm (≈ 150 Sq. Ft.) and the Contractor shall provide a desk, chair, drawers for keeping drawings, a cupboard having proper lock and backboard for displaying drawings and lights and fans. The accommodation shall be demolished when directed.

2.35 CONTRACTOR’S EMPLOYEES:

The Contractor shall employ technically qualified and competent supervisors for the work who shall be available (by turn) throughout the working hours to receive and comply with instruction of the Bank / Consultant. The Contractor shall engage at least one experienced technical representative as Site-in-Charge for execution of the work. The Contractor shall employ in connection with the work persons having the appropriate skill or ability to perform their job efficiently. The Contractor may employ local labourers on the work as far possible. Any labourer supplied by the Contractor to be engaged on the work on day-work basis either wholly or partly under the direct order or control of the Bank or his representative shall be deemed to be a person employed by the Contractor. The

Contractor shall comply with the provisions of all labour legislation including the requirements of the following –

- ❖ Payment of Wages Act, 1936
- ❖ Bank's Liability Act
- ❖ Workmen Compensation Act, 1923
- ❖ Contract Labour (Regulation and Abolition) Act, 1970 and Central Rules 1971
- ❖ Apprentices Act, 1961
- ❖ Any other Act or enactment relating thereto, and rules framed there under from time to time.

The Contractor shall keep the Bank saved, harmless and indemnified against claims of any of the workmen and all costs and expenses as may be incurred by the Bank in connection with any claim that may be made by any workman are recoverable from the Contractor. The Contractor shall comply at his cost with order of requirement of any Health Officer of the State or any local authority or of the Bank regarding the maintenance of proper environmental sanitation of the area where the Contractor's labourers are housed or accommodated, for the prevention of small-pox, cholera, plague, typhoid, malaria and other contagious diseases. The Contractor shall provide, maintain and keep in good sanitary condition adequate sanitary accommodation and provide facilities for pure drinking water at all times for the use of men engaged on the work and shall remove and clear away the same on completion of work. Adequate precaution shall be taken by the Contractor or prevent nuisance of any kind on the work or on the lands adjoining the same. The Contractor shall arrange to provide first aid treatment to the labourers engaged on the work. He shall within 24 hours of occurrence of any accident at or about the site or in connection with execution of work, report such accident to the Bank and also to the competent authority where such report is required by law. In case of accidents depending on the seriousness of injury etc. in addition to the hospitalization / Treatment charges and Group insurance amount, compensation shall be paid by the Contractor to the affected person (s), his / their family members in presence of Engineer-in-Charge as per Workmen Compensation Act. The Contractor shall take appropriate insurance policy for the effective implementation of the above penalty provision.

★ *No person (s) below the age of 16 (sixteen) years and a non-Indian national shall be employed on the work.*

2.36 DISMISSAL OF WORKMEN:

The Contractor shall, on the request of the Bank / Consultant, immediately dismiss from work any person employed thereon by him, who may, in the opinion of the Bank / Consultant, be unsuitable or incompetent or who may misconduct himself. Such discharge shall not be the basis of any claim for compensation or damages against the Bank / Consultant or any of their officer / employee.

2.37 ASSIGNMENT:

The whole of the work included in the contract shall be executed by the Contractor and the Contractor shall not directly or indirectly transfer, assign or underlet or any part, share or interest therein nor, shall take a new partner, without written consent of the Bank and no subletting shall relieve the Contractor from the full and entire responsibility of the contract or from active superintendence of the work during their progress.

2.38 NOMINATED SUB-CONTRACTOR:

All specialists, Merchants, Tradesmen and others executing any work or supplying and fixing any goods for which prime cost prices or provisional sums are included in the Schedule of Quantities / Rates and / or specification who may be nominated or selected by the Consultant / Bank are hereby declared to be sub-contractors employed by the Contractor and are herein referred to as nominated sub-contractors. No nominated sub-contractor shall be employed on or in connection with the work against which Contractor shall make reasonable objection or save where the Bank and Consultant shall otherwise agree who will not enter into a contract provided that –

- The nominated sub-contractor shall indemnify the Contractor against the same obligation in respect of the sub-contract as the Contractor is under in respect of this contract.

- The nominated sub-contractor shall indemnify the Contractor against claims in respect of any negligence by the sub-contractor, his servants or agents or any misuse by him or them of any scaffolding or other plants and property of the Contractor or under any Workman's Compensation Act in force.

- Payment shall be made to the nominated sub-contractor within 14 days of his receipt of the Consultant's certificate provided that before any certificate is issued the Contractor shall upon request furnish to the Consultant proof that all nominated sub-contractors accounts included in previous certification have been duly discharged, in default thereof the Bank may pay the same upon a certificate of the Consultant and deduct the amount thereof from any sums due to the Contractor. The exercise of those powers shall not create probity of contract between the Bank and the Sub-Contractor.

2.39 DAMAGE TO PERSONS AND PROPERTY:

The Contractor shall be responsible for all injury to the work or workmen, to persons, animal or things and for all damages to the structural and / or decorative part of property which may arise from the operations or neglect of himself or of any sub-contractor or of any of his or a sub-contractor's employees, whether such injury or damage arise from carelessness, accident or any of his or a sub-contractor's employees, or any other cause whatsoever in any way connected with the carrying out of this contract. The clause shall be held to include, inter-alia, any damage to buildings whether immediately adjacent or otherwise and any damage to roads, streets, footpaths or ways as well as damage caused to the buildings and the work forming the subject of this contract by rain, wind or other inclemency of the weather.

The Contractor shall indemnify the Bank and hold harmless in respect of all and any expenses arising from any such injury or damages to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any acts of compensation or damage consequent upon such claim. The Contractor shall reinstate all damage of every sort mentioned in this clause, so as to deliver the whole of the contract work complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damages to the property or third parties.

2.40 INSURANCE:

2.40.1 Obligation:

Without limiting his obligations and responsibilities under the contract, the Contractor shall insure **(Proforma – VI)** in the joint names of the State Bank of India and the Contractor against all loss of

damages from whatever cause arising other than the excepted risk, for which he is responsible under the terms of contract and in such a manner that the State Bank of India and Contractor are covered for the period stipulated under **Clause 2.21** 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 contract in the course of any operations carried out by him for the purpose of complying with his obligations under clause –

- 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 work at their replacement value.

- 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.

- Such insurance shall be in effect with an insurer and in terms approve by the State bank of India which approval shall not be unreasonably withheld and the Contractor shall, whenever required, produce to the Architect / Consultant the policy if insurance and he receipts for payment of the current premiums.

2.40.2 Damage to persons & property:

The Contractor shall, except if and so far as the contract provides otherwise, indemnify the Bank 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 the following –

- The permanent use of occupation of land by or any part thereof

- The rights of the Bank execute the works or any part thereof on, over, under, in or through any lands

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

- Injuries or damage to persons or property resulting from any act or neglect of the Bank their agents, employees or other Contractors not being employed by the Contractor or for or in respect of any claims, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto or where the injury or damage was contributed to by the Contractor, his servants or agents such part of the compensation as may be just and equitable having regard to the extent of the responsibility of the State Bank of India, their employees, or agents or other Contractors for the damage or injury.

2.40.3 INDEMNITY CLAUSE – Contractor to Indemnify State Bank of India:

The Contractor shall indemnify the STATE BANK OF INDIA against all claims, proceedings, damages, costs, charges and expenses in respect of the matters referred to in the provision **Clause 2.38.**

2.40.4 Contractor's Superintendence:

The Contractor shall fully indemnify and keep indemnified the State Bank of India against any action, claim, or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable which may be payable in respect of any article or part thereof included in the contract.

In the event of any claim made under or action brought against STATE BANK OF INDIA in respect of such matters as aforesaid the Contractor shall be immediately notified thereof and the Contractor shall be liberty, at his own expenses to settle any dispute or to conduct any litigation that may arise there from, provided that the Contractor shall not be liable to indemnify the STATE BANK OF INDIA if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Consultant in this behalf.

2.40.5 Third-party Insurance:

2.40.5.1 Obligation:

Before commencing the execution of the work the Contractor but without limiting his obligations and responsibilities under **Clause 2.25 of GCC** shall insure against his liability for any material or physical damage, loss or injury which may occur to any property including that of STATE BANK OF INDIA, or to any person, including any employee of the STATE BANK OF INDIA, 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 2.38** thereof.

2.40.5.2 Minimum Amount of Third-party Insurance:

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

2.40.6 Minimum Insurance Cover:

The minimum insurance cover for physical property, injury, and death is **₹5.00 Lakh** per occurrence with the number of occurrences limited to four. After each occurrence Contractor will pay premium to make insurance valid for four occurrences always.

2.40.7 Accident or Injury to Workmen:

2.40.7.1 Obligation:

The Bank 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 State Bank of India or their agents, or employees. The Contractor shall indemnify and keep indemnify State Bank of India against all such damages and compensation, save and except as aforesaid, and against STATE BANK OF INDIA claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

2.40.7.2 Insurance against accidents, etc., to Workmen:

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

2.40.7.3 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 the terms of contract, then and in any such case the Bank may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and form time to time deduct the amount so paid by the State Bank of India as aforesaid from any amount due or which may become due to the Contractor, or recover the same as debt from the Contractor. In addition, an amount of penalty of **₹1.00 Lakh** will be imposed and to be recovered from the proceedings of any bill due to be paid to the Contractor.

2.40.7.4 Compulsion:

Without prejudice to others' rights of the State Bank of India against Contractors, in respect of such default, the employer shall be entitled to deduct from any sum payable to the Contractor the amount of any damages, costs, charges, and other expenses paid by the State Bank of India and which are payable by the Contractors under this sub-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.

2.41 ACCOUNT RECEIPTS AND VOUCHERS:

The Contractor shall, upon the request of the Bank / Consultant, furnish with all invoices, accounts, receipts and other vouchers that they may require in connection with the work under this contract. If the Contractor uses materials less than what he is required for under the contract, the value of the difference in the quantity of the materials he was required to use and that he actually used shall be deducted from his dues. The decision of the Bank shall be final and binding on the Contractor as to the quantum of materials the Contractor is required to use for any work under this contract.

2.42 MEASUREMENT OF WORK:

The Contractor will record and submit to the Project Management Consultant / Site Engineer / Consultant / Bank with the details of measurements for their scrutiny and signature. The Contractor should submit the bill with such endorsement of PMC / Site Engineer / Consultant / Bank. On receipt of the bill, the Consultant shall intimate the Contractor that he requires the work to be measured, and the Contractor shall forthwith attend or send a qualified agent to assist the Consultant or the Consultant's representative in taking such measurements and calculations and to furnish all particulars or to give all assistance required by them. The Contractor or his Agents may at the time

of measurements take such notes and measurements as he may require. All authorized extra work, omissions and all variations made without the Consultants knowledge, if subsequently sanctioned by him in writing, with the approval of the Bank shall be included in such measurements. The final measurement should be done within one month from the date of completion of work jointly by the Consultant and / or his representative, and, if the Contractor fails to comply, the measurements taken by the Consultant will be final and binding.

2.43 METHOD OF MEASUREMENT:

Unless otherwise mentioned elsewhere in the tender, measurement will be on the net quantities of work produced in accordance with up-to-date rules laid down by the Bureau of Indian Standards. In the event of any dispute with regard to the measurement of the work executed, the decision of the Bank / Consultant shall be final and binding on the Contractor.

2.44 ACTION WHERE NO SPECIFICATION:

In the case of any of work for which there is no such specification in Technical Specification such work shall be carried out in accordance with the I.S. Specification and in the event of there being no IS Specification, then in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Bank / Consultant.

2.45 CONTRACTOR NOT TO DEPOSIT MATERIALS IN A MANNER THAT MAY CAUSE INCONVENIENCE TO THE PUBLIC:

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

2.46 PAYMENTS:

All bills shall be prepared by the Contractor in the form prescribed by the Bank / Consultant **(Proforma – I).** Normally, one interim bill shall be prepared each month subject to minimum value for interim certificate as stated in these documents. The interim bill in proper forms must be duly accompanied by detailed measurements, duly endorsed by the Site Engineer / PMC in support of quantities of work done and must show deduction for all previous payments, retention money, etc. Advance / ad-hoc payments for work will not be normally made. However, ad-hoc payments may be made at the discretion of the Bank / Consultant in case of exigency. The Bank / Consultant shall issue certificate **(Proforma – III, IV & V)** after due scrutiny of the Contractor's bill stating the amount due to the Contractor from the Bank and the Contractor shall be entitled to payment thereof, by the Bank within the period of *"honouring certificates"* mentioned in these documents. The amount stated in an interim certificate shall be the total value of work properly executed and approximately 75% of invoiced value of material brought to site for permanent incorporation into the work up to the date of the bill less the amount to be retained by the Bank as the retention money and less installments previously paid under these conditions. The materials to be considered for secured advance **(Proforma – II)** shall be non-perishable in nature and only include the value of the said materials and goods as and from such time as they are reasonably, properly and not prematurely brought to or placed adjacent to the work and then only if adequately protected against weather or other casualties and considered acceptable by the Bank / Consultant. An indemnity bond is to be submitted in an appropriate format approved by the Bank, whenever Secured Advance against materials are prayed for. If the Bank has supplied any materials or goods to the Contractor, the cost of any such materials or goods will be progressively deducted from the amount due to Contractor in accordance

with the quantities consumed in the work. All the interim payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed and shall not preclude the requiring of bad unsound and imperfect or unskilled work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the due performance of the contract or any part thereof in any respect or the accruing of any claim, nor shall, it conclude determine or affect in any way the powers of the Bank under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract. The final bill shall be submitted by the Contractor to the Consultant within one month of the date of certificate of completion furnished by the Consultant and payment shall be made after the same is duly verified and certified by the Consultant.

❑ **Final Payment:**

The final bill shall be accompanied by a certificate of completion **(Proforma – XI & XII)** from the Bank / Consultant along with all other documents required to be submitted by the Contractor under these conditions. Payment of final bill shall be made after deduction of Retention Money as specified in these conditions which sum shall be refunded in the manner stated in these conditions. The acceptance of payment of the final bill by the Contractor would indicate that he would have no further claim in respect of the work executed.

❑ **Note:**

The contractors are advised to submit their final bill (s) within 30 days from the date of completion of works, duly certified / recommended by the user department and supported by the work completion certificate as per the prescribed format, failing which their bill (s) may not be considered for payment. One undertaking shall have to be submitted to the Bank while receiving the formal works order (s).

2.47 VARIATION / DEVIATION:

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

★ *No variation shall vitiate the contract.*

2.48 SUBSTITUTION:

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

2.49 PREPARATION OF BUILDING WORK FOR OCCUPATION AND SUBSEQUENTLY USE ON COMPLETION:

The whole of the work will be thoroughly inspected by the Contractor and deficiencies / defects put right, all windows and doors cleaned including cleaning and oiling, if necessary, of all hardware. All floors, staircases and every part of the building both inside & outside shall be left neat and clean as to ensure immediate occupation to the satisfaction of the Bank. On completion of above, the Contractor shall inform the Bank that he has completed the work and it is ready for inspection.

2.50 CLEARING OF SITE ON COMPLETION OF WORKS:

On completion of the work the Contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary work of every kind and leave the whole of the site and the work clean and in workman like condition to the satisfaction of the Bank / Consultant.

2.51 DEFECTS AFTER COMPLETION:

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

2.52 GUARANTEE FOR SPECIALIZED WORKS:

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

2.53 CONCEALED WORK:

The Contractor shall give due notice to the Bank / Consultant whenever any work is to be buried in the earth, concrete or in the bodies of walls or otherwise become 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 Bank / Consultant, be either opened up for measurements at the Contractor's expense or no payments may be made for such materials. Should any differences or dispute arise after execution of any work as to measurements etc. or other matters which cannot be conveniently tested or checked the records of the Bank / Consultant shall be accepted as correct and binding on the Contractor.

❑ **Treasure Trove:**

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.

2.54 ESCALATION:

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

2.55 IDLE LABOUR:

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

2.56 SUSPENSION:

If the Contractor, except on account of any legal restraint upon the Bank preventing the continuance of the work or in the opinion of the Bank shall neglect or fail to proceed with the due diligence in the performance of his part of the contract or if he shall more than once make default, the Bank shall have the power to give notice in writing to the Contractor requiring the work be proceeded within a reasonable manner and with reasonable dispatch, such notice purport to be a notice under this clause. After such notice shall have been given, the Contractor shall not be at liberty to remove from site of the work or from any ground contiguous thereto, any plant or materials to subsist from the date of such notice being given until the notice shall have been complied with. If the Contractor shall fail for 15 days after such notice has been given to proceed with the work as therein prescribed, the Bank may proceed as provided in **"Termination of Contract by the Bank"** under **Clause 2.57.**

2.57 TERMINATION OF CONTRACT BY BANK:

If the Contractor being a Bank go into liquidation whether voluntary or compulsory or being a firm shall be dissolved or being an individual shall be adjudicated insolvent or shall make an assignment or a compensation for the benefit of the greater part, in number of amount of his creditors or shall enter into a Deed or arrangement with his creditors, or if the Official Assignee in insolvency, or the Receiver of the Contractor in insolvency, shall repudiate the contract or if a Receiver of the Contractor's firm appointed by the court shall be unable, within fourteen days after notice to him requiring him to do so, to show to the reasonable satisfaction of the Bank that he is able to carry out and fulfil the contract and if so required by the Bank to give reasonable security there for, of if the Contractor shall suffer execution to be issued, or shall suffer any payment under this contract to be attached by or on behalf of and of the creditors of the Contractor or shall assign, charge or encumber this contract or any payments due or which may become due to the Contractor, thereunder, or shall neglect or fail to observe and perform all or any of the acts matters of things by this contract, to be observed and performed by the Contractor within three clear days after the notice shall have been given to the Contractor in manner hereinafter mentioned requiring the Contractor to observe or perform the same or shall use improper materials or workmanship in carrying on the work, or shall in the opinion of the Bank not exercise such due diligence and made such due progress as would enable the work to be completed within due time agreed upon and shall fail to proceed to the satisfaction of the Bank after three clear days' notice requiring the Contractor to do so shall have been given to the Contractor as hereinafter mentioned, or shall abandon the contract, then and in any of the said cases, the Bank may notwithstanding any previous waiver determine the contract by

a notice in writing to the effect as hereinafter mentioned, but without thereby affecting the powers of the Bank of the obligations and liabilities of the contract the whole of which shall continue in force as fully as if the contract had not been so determined and as if the work subsequently executed had been executed by or on behalf of the Contractor (without thereby creating any trust in favour of the Contractor). Further the Bank or his agent or servants may enter upon and take possession of the work and all plants, tools, scaffolding, sheds, machinery, steam and other power, utensils and materials being lying upon premises or the adjoining lands or road and sell the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the work or by employing any other Contractors or other person to complete, and the Contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other Contractors or other persons or person employed from completing and finishing or using the materials and plants for the work. When the work shall be completed or as soon as thereafter as conveniently may be, the Bank shall give notice in writing to the Contractor to remove his surplus materials and plants and should the Contractor fail to do so within a period of 14 days after receipt by him of the said notice, the Bank may sell the same by Public Auction and shall give credit to the Contractor for the amount so realized. Any expenses or losses by the Bank in getting the work carried out by other Contractors shall be adjusted against the amount payable to the Contractor by way of selling his tools and plants or due on account of work carried out by the Contractor prior to engaging other Contractors or against the Security Deposit.

2.58 ARBITRATION CLAUSE:

2.58.1 Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions orders or these conditions or otherwise concerning the work or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter. If the Contractor considers that he is entitled to any extra payment or compensation in respect of the works over and above the amount s admitted as payable by the Architect or in case the Contractor wants to dispute the validity of any deductions or recoveries made or proposed to be made from the contract or raise any dispute, the Contractor shall forthwith give notice in writing of his claim, or dispute to **The Assistant General Manager (Premises & Estate), LHO Kolkata / The Regional Manager, RBO _____** and endorse a copy of the same to the Architect, within 30 days from the date of disallowance thereof or the date of deduction or recovery. The said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount claimed and the Contractor shall not be entitled to raise any claim nor shall the Bank be in any way liable in respect of any claim by the Contractor unless notice of such claim shall have been given by the Contractor to the Assistant General Manager (Premises & Estate), LHO Kolkata / Regional Manager, RBO _____ in the manner and within the time as aforesaid. The Contractor shall be deemed to have waived and extinguished all his rights in respect of any claim not notified to the Assistant General Manager (Premises & Estate), LHO Kolkata / Regional Manager, RBO _____ in writing in the manner and within the time aforesaid.

2.58.2 The Assistant General Manager (Premises & Estate), LHO Kolkata / Regional Manager, RBO _____ shall give his decision in writing on the claims notified by the Contractor. The Contractor may within 30 days of the receipt of the decision of the Assistant

General Manager (Premises & Estate), LHO Kolkata / Regional Manager, RBO _____ submit his claims to the conciliating authority namely **The Dy. General Manager & Circle Development Officer, LHO Kolkata / The Dy. General Manager (Business & Operations), AO _____** for conciliation along with all details and copies of correspondence exchanged between him and the Assistant General Manager (Premises & Estate), LHO Kolkata / Regional Manager, RBO _____.

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

2.58.4 Except where the decision has become final, binding and conclusive in terms of the contract, all disputes or differences arising out of the notified, claims of the Contractor as aforesaid and all claims of the Bank shall be referred for adjudication through arbitration by the **Sole Arbitrator appointed by the Chief General Manager.** It will also be no objection to any such appointment that the Arbitrator so appointed is a Bank Officer and that he had to deal with the matters to which the Contractor relates in the course of his duties as Bank Officer. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid by the said Chief General Manager. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

2.58.5 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.

2.58.6 It is also a term of this contract that no person other than a person appointed by such Chief General Manager as aforesaid should act as arbitrator. The conciliation and arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996 or any statutory modification or reenactment thereof and the rules made thereunder.

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

2.58.8 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.

2.59 DELINQUENCIES:

The undernoted delinquencies / defaults / misconducts / misdemeanours on the part of the tenderer (s) or the empanelled contractors will attract disqualification action:

- ❖ Incorrect information about credentials, performance, equipment, resources, technical staff, etc.
- ❖ Non-submission of fresh / latest Income Tax clearance certificate
- ❖ Irregular tendering practices
- ❖ Submission of tenders containing far too many arithmetical errors and freak rates
- ❖ Revoking of tenders without any valid reason
- ❖ Tardiness in commencing works
- ❖ Poor organization at site and lack of competent supervision
- ❖ Ignoring the Bank's notices for replacement / rectification of rejected materials, improper workmanship, etc.
- ❖ Violating any of the conditions of the contract viz. site facilities, insurance, labour laws, prohibition on subletting, etc., without any valid reason
- ❖ Lack of promptitude and co-operation in measurement of work and settling final account
- ❖ Non-submission of bills, proof of purchases, etc.
- ❖ Tendency towards putting up false and untenable claims
- ❖ Tendency towards suspension of works for frivolous reasons
- ❖ Treatment of workmen injured at site
- ❖ Ill treatment of sub-contractors (piece workers) and unprofessional dealings with suppliers of materials, which might affect progress of works at site
- ❖ Lack of co-ordination as well as co-operation with other contractors / vendors / agencies duly appointed by the Bank
- ❖ Contractors becoming insolvent / bankrupt
- ❖ Contractor's conviction by a Court of Law
- ❖ Failure to satisfactorily rectify defects during Defects Liability Period (DLP) and discovery of latent defects in works after expiry of DLP under the contract.

❑ **Disqualification Action against Contractors on account of Delinquencies:**

The award of the undernoted disciplinary action shall be considered –

- ➢ Placing embargo on issuance of tenders for upcoming works or temporary suspension for a period as decided by the Bank at its absolute discretion from the approved list of empanelment;

- ➢ Permanent ban on issuance of tenders and REMOVAL from the Bank's approved list of empanelment.

2.60 FORCE MAJEURE:

Neither the Bank nor the contractor shall be considered in default in performance of their obligations, if such performance is prevented or delayed by events under Force Majeure (war, hostilities, revolution, riots, civil commotion, strikes, lock-outs, conflagrations, epidemics, pandemics, storms, floods, droughts, earthquakes or any kind of natural calamities or act of God).

SECTION – 3: SPECIAL CONDITIONS OF CONTRACT

3.1 ASSERTION:

The Special Conditions of Contract contain the special requirement of the job and indicate the scope of the work, scope of supply of material, the method of inspection of work, the method of the measurement of the work, the terms of payment, evaluation criteria, taxes and duties, safety, health and environment requirements, completion documents and other special formalities required to be complied with by the contractors after the work is awarded. The method of measurement given in the SCC provides clarifications so as to avoid any ambiguity in recording of measurements.

The document titled **"SPECIAL CONDITIONS OF CONTRACT" (SCC)** delineates the various contractual conditions specific to the project. All clauses present in the SCC will be applicable in the contract. The SCC, however, should be considered to be applicable in conjunction with GCC. Nevertheless, the provisions of SCC will be applicable if there is any conflict between SCC & GCC.

3.2 SITE PARTICULARS:

The site is **SBI Tribeni Branch Premises, located at BTPS Township under WBPDCL's Bandel Thermal Power Station (BTPS), Gate No. 1, BTPS Township Road, P.O.: Tribeni, P.S.: Mogra, Dist.: Hooghly, PIN – 712 503, West Bengal.**

The intending tenderers may contact **the Branch / Office Head** *(in case of a branch / office functioning from a rented premises and / or the Bank's own premises), OR,* **the Owner / Owner's representative (s)** at their office / at the job site *(in case of a branch / office proposed to be opened / relocated at a rented premises),* as the case may be, for the site inspection.

3.3 SITE CLEANING:

The Contractor shall clean and keep clean the work site from time to time to the satisfaction of the Engineer-in-Charge for easy access to work site and to ensure safe passage, movement and working. If the work involves dismantling of any existing structure in whole or part, care shall be taken to limit the dismantling up to the exact point and / or lined as directed by the Engineer-in-Charge and any damage caused to the existing structure beyond the said line or point shall be repaired and restored to the original at the Contractor's cost and the risks to the satisfaction of the Engineer-in-Charge, whose decision shall be final and binding upon the Contractor.

3.4 UNDERGROUND AND OVERHEAD STRUCTURES:

The Contractor will familiarize himself with and obtain information and details from the Client in respect of all existing structures, overhead lines existing pipelines and utilities existing at the job site before commencing work. The Contractor shall execute the work in such a manner that the said structures, utilities, pipelines, etc., are not distributed or damaged, and shall indemnify and keep the owner indemnified from and against any destruction thereof or damages thereto.

3.5 CO-ORDINATION WITH OTHER AGENCIES:

The work shall be carried out in such a manner that the work of other agencies operating at the site is not hampered due to any action of the Contractor. The Contractor will be responsible for ensuring proper coordination with other agencies. In the event of any dispute between the Contractor and any other agency employed at or about the job site arising out of or related to the performance of the

work, the decision of the Bank shall be final and binding on the Contractor.

3.6 ENVIRONMENTAL OPERATIONAL PROCEDURES:

Following environmental procedures are required to be adopted during the execution of work:

(a) Compliance with environmental regulations. Any deviations observed shall be informed to Engineer-in-Charge and corrective measures shall be taken thereof.
(b) All material handling should be carried out in such a manner / kept at a location, that it does not cause pollution.
(c) The vehicles used for transportation of material used / disposal off should be pollution-free and road worthy as per law.
(d) During transportation of material, it should be protected so that there is no spillage.
(e) The labour employed for contract should be made aware of environmental requirements of company, i.e., no smoking except at designated area, wearing of helmets and safety shoes wherever stipulated, no spillage of material in drains, etc. Wherever such deviations occur, they should inform Engineer-in-Charge.
(f) Emergency plans shall be available with Engineer-in-Charge which can be read/collected by contractors/their representatives. Contractors/their representatives are advised to intimate the plan to all their contract workers.
(g) For Electrical works either the Tenderer should possess valid Electrical Supervisory License or submit an Undertaking to line up a subcontractor possessing such a license.

3.7 SITE ORGANIZATION CHART:

The Contractor shall, at his cost, provide and ensure continued effective supervision of the work with the help of his site staff & the contractor shall provide the following staffs permanently at site form starting of work to completion of the work complete in all respect. The contractor shall submit the detail organization chart along with biodata of each staff at the time of start of work and the minimum team of contractor is as under –

- Project Manager
- Site Engineer (Civil)
- Quality Engineer
- Safety Supervisor
- Billing Engineer
- Quantity Surveyor
- Supervisor for documentation for labour and other statutory records.

3.8 STORAGE OF MATERIALS AT SITE:

The material storage godown is to be constructed at no extra cost payable to contractors for storing in an appropriate way as per standard practices of all materials and consumables registered for construction of building.

3.9 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 month 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 each Running Bill for the project clearing showing major progress of work measured and claimed therein failing which the Architect / SBI may consider returning the Bill to the contractor and no claim for delay on this account will be entertained.

3.10 FATE OF TEMPORARY STRUCTURES:

All constructions of temporary nature or permanent nature whatsoever required for facilitation of construction of the Project (not the actual project) have to be removed in all aspects from the site before raising the final bill by the contractor at the stake risk and cost of the contractor.

3.11 MAINTENANCE OF DECORUM AT SITE:

As the site of action is at a heavily congested area with neighbouring activities, maintaining law and order, peace and harmony in the area is a pre-requisite of working at the site by the Contractor. The Engineer-in-Charge or his representatives may at any point ask the Contractor to stop any work at site or such activities which are in defiance with the peace and harmony in the area.

3.12 APPROVAL OF MATERIALS / FITTINGS / FIXTURES TO BE USED:

The materials and works to be supplied and performed by the Contractor respectively are to be pre-approved on time by the E-I-C / Consultant along with testing reports approved by Organization or Authorities as would be applicable. If this procedure is not complied with by the Contractor, the materials so brought, and the works so performed at site would be deemed to have been inappropriately procured & would be subjected to rejection by E-I-C / Consultant.

3.13 QUALIFICATION OF SITE PERSONNEL:

The technical personnel including site engineer / site supervisor / safety supervisor should be appropriately qualified in their respective trades, with academic diplomas / degrees or certificates and suitable years of experience in their respective resume. Documentary proof has to be submitted to the E-I-C for his approval regarding deployment of such personnel.

3.14 SUPPLY OF WATER AND ELECTRICITY:

- *Water:* Contractor shall make his own arrangements for the water supply. The contractor has to make his own arrangement for transportation and storage of the water (including laying pipelines, tanks, pumps, etc., all complete) from source at site of work at his own cost and expenses. Any delay due to non-availability of water shall be attributable to contractor.

- *Power:* Contractor shall make his own arrangements for the power supply. Contractor has to make his own arrangement for taking the power from source at his own cost and expenses including all safety, security and statutory measures. Contractor shall install approved electric meter for establishing the usage of power at his own cost and expenses. Any delay due to non-availability of power shall be attributable to contractor. Contractor shall ensure that the generation and distribution of power shall be as per laid down procedures and codes of statutory authorities including all safety and security measures as per the extant norms of the Bank.

4.1 GENERAL SPECIFICATIONS:

This specification is for work to be done, item to be supplied and materials to be used in the works as shown and defined on the drawings and described herein, all under the supervision and to the satisfaction of the Competent Authority. The *"Competent Authority"* means the Bank's Engineer (s) in-charge of the project. The workmanship is to be the best and of high standard, use must be made of special trades men in all respects of the work and allowances must be made in the rates for doing so. The materials and items to be provided by the contractor shall be approved by the Competent Authority in accordance with any samples which will be submitted for approval by Contractor and generally in accordance with the Specifications Also if products are specified in the catalogue reference, the contractor will be required to obtain the approval of the Competent Authority before using a material. The Contractor shall produce all invoices, vouchers or receipts for any material if called upon to do so by the Competent Authority. Samples of all materials are to be submitted to the Competent Authority for approval before the Contractor orders or delivers the materials at site. Samples together with their packing are to be provided free of charge by the Contractor and, should any materials be rejected, they will be removed from the site at the Contractor's expense. All samples will be retained by the Competent Authority for comparison with materials, which will be delivered at the site. Also, the Contractor will be required to submit specimen finishes of colours, fabrics etc. for the approval of the Competent Authority before proceeding with the work. The contractor shall be responsible for providing and maintaining and boxing or other temporary coverage required for the protection of dresses or finished work if left unprotected. He is also to clean out all shelving's, out ends and other waste from all parts of the works before coverings or in-fillings are constructed. Templates, boxes and moulds shall be accurately set out and rigidly constructed so as to remain accurate during they are in use. All unexposed surface of timber, e.g., false ceiling, backing fillets, backs of door frames, cupboard framing, grounds, etc. are to be treated with two coats of approved timber preservative before fixing or converging. Only first-class workmanship will be accepted. Contractor shall maintain uniform quality and consistency in workmanship throughout.

4.2 JOINERY:

Joinery is to be prepared immediately after the placing of the contract, framed up, bonded and waged up. Any portions that are wrapped or found with other defects are to be replaced before wedging up. The whole of the work is to be framed and finished in a workmen-like manner in accordance with the detailed drawings wrought and wherever required, fitted with all necessary metal ties, straps, belts, screws, glue, etc. Running beaded joints are to be cross tongued with teak wherever 1½" (≈ 37.5 mm) thick double cross tongued. Joiners work generally to be finished with fine sand / glass paper.

- ❑ *Joints:* All joints shall be standard mortise and tenon, dowel, dovetail, and cross-halved. Nailed or glued butt joints will not be permitted, screws, nails etc. will be standard iron or wire of oxidized nettle fold tenon should fit the mortises exactly. Nailed or glued butt joints will not be permitted except in exceptional cases with approval of Competent Authority. Where screws shown on a finished surface, those will be sunk and the whole plugged with a wood plug of the same wood and grain of the finished surfaces will be neatly punched and the hole filled with wood filler to match the colour. Should joints in joiner's work open, or other defects arise within the period stated for defect liability in the contract and the clause thereof, be deemed by the Competent Authority to be due such defective joinery shall be taken down, and refilled, redecorated and/or replaced if necessary and any work disturbed shall be made good at the Contractor's expense.

Nails, spikes and bolts shall be of lengths and weights approved by the Competent Authority. Nails shall comply with BIS 1959-1960 or equivalent approved quality sample. Brass-headed nails are to comply with BIS 1210. Wire staples shall comply with BIS 1494 or equivalent. The contact surface of dowels, tenons, wedges, etc., shall be glued with an approved adhesive. Where glued, joinery and carpentry work are likely to come into contact with moisture, the glue shall be waterproof.

4.3 HARDWARE AND METALS:

The hardware throughout shall be of approved manufacture or supplier well-made and equal to in every respect to the samples to be deposited with the Competent Authority. The contractor may be required to produce and provide samples from many different sources before the Competent Authority takes decision and he should allow his rates for doing so. Fittings generally shall be brass oxidized, unless otherwise specified and shall be suitable for their intended purpose. In any case, it will have to be approved by Competent Authority before the Contractor procures it at site of work. Screws are to match the finish of the article to be fixed, and to be round or flat headed or counter sunk as required. The contractor should cover up and protect the brass and bronze surfaces with a thick grease or other suitable productive material, renew as necessary and subsequently clean off away on connection. Aluminium and stainless steel shall be of approved manufacture and suitable for its particular application. Generally, the surface of Aluminium shall have an anodized finish, and both shall comply with the samples approved by the Competent Authority. All stainless steel (SS) sheets shall be 304 Grade or equivalent with gauge as specified but not thinner than 16G. All steel, brass, bronze, Aluminium and SS articles shall be subjected to a reasonable test at the Contractor's expense. All brazing and welds are to be executed in a clean and smooth manner rubbed down and left in the flattest and tidiest way, particularly where exposed. Chromium plating shall be in accordance with I.S. Standard or as per approved specification for normal outdoor conditions and shall be on a base material of copper or brass.

4.4 GLAZIER:

All glass to be of approved manufacturer complying with IS 3548-1966 as per approved quality and sample to be of the selective qualities specified and free from bubbles, smoke, air holes and other defects. Polished plate glass shall be *"glazing glass" (GG)* quality and that for mirrors shall be *"silvering quality" (SG)* conforming to IS 3438-1965 or as per approved sample and quality. The compound for glazing to metal is to be a special non-hardening compound manufactured for the purpose and of a brand and quality approved by the Competent Authority. While cutting glass, proper allowance be made for expansion. Each square of glazing to be in one whole sheet. On completion of work clean all glass inside and cut, replace all cracked scratched and broken panes and leave in good condition.

4.5 PAINT AND POLISHES:

All material required for the works shall be of specified and approved manufacturer, delivered to the site in the manufacturer's container's name or trademark with a description of the contents and colour. All materials are to be stored on the site. Spray painting with approved machines will be permitted only if written approval has been obtained from the Competent Authority prior to painting. No spraying will be permitted in the case of priming costs nor where the soiling of adjacent surfaces is likely to occur. The buzzle and pressure to be so operated as to give an even coating throughout to the satisfaction of the Competent Authority. The paint used for spraying is to comply generally with the specification concerned and is to be specially prepared by the manufacturer for spraying. Thinning of paint made for brushing will not be allowed. Wood preservative shall be "Solignum" *(a*

clear wood preservative fluid with micro emulsion technology which penetrates into the wood and remains there as an active barrier against termites) or other equal and approved impregnating wood preservative and all concealed woodwork shall be treated with wood preservative.

All brushes, tools, pots kettles etc. used in carrying out the work shall be clean and free from foreign matter and are to be thoroughly cleaned out before being used with a different type of class of materials. All iron or steel surfaces shall be thoroughly scraped and rubbed with wire brushes and shall be entirely free from rust, mill scale, etc., before applying the priming coat. Surfaces of now woodwork which to be painted are to be rubbed down, cleaned, down to the approval of the Competent Authority. Surfaces of previously painted woodwork which are to be painted are to be cleaned down with soap and water, detergent solution or approved solvent to remove dirt, grease, etc. Whilst wet the surfaces shall be flatted down with a suitable abrasive and then rinsed down and allowed to dry. Minor areas of defective paint shall be removed by scraping back to a firm edge and the exposed surface touched in with primer as described and soaked with putty. Where woodwork has been previously painted or polished and it is to be newly polished, with scrapping, burning off or rubbing down and making surface properly. Surfaces of previously painted metal which shall be painted are to be cleaned down and flattened down as described in surfaces of any rust and loose scale shall be removed completely by chipping, scrapping and wire brushing back to the bare metal and touched in with primer as described.

4.6 UPHOLSTERY:

This will be of first-class standard workmanship with webbing, no-sag springs, coiled springs, padding and filling as specified on drawing. Covering fabrics will be seen, tufted, and corded as shown on the drawing and as approved by the Competent Authority. Brass Cushion Vents should be installed at the back or under side or seat cushions, especially those covered in leather vinyl plastic or very tightly woven fabric, to allow air to escape easily and to prevent torn seems. Finished timber shall be of the type specified. Furnishing fabrics, colour, pattern, substance to be as specified, no variations of this will be permitted unless with prior approval of the Competent Authority.

4.7 POLISH:

- **French Polish:** The basic material shall be shellac dissolved in mentholated spirit.

- *Preparation:* The timber must be well sanded and cleaned and the grain filled with grain filler. Any staining must be done before applying the polish.

- *Equipment:* The polishing rubber the most important implement in French polish shall consist of a pad of cotton wool, which acts as a reservoir for the polish, and a cover of soft white linen of cotton fabric, similar to a well-worn handkerchief which acts as a fitter. The rubber must never be dipped into the polish; it should be charged by pouring the polish on to the pad with the cover removed.

- *Application:* Work evenly over the surface with a slow figure-of-eight motion until the timber is coated with a thin layer of polish. The object is to apply a series of thin coats, allowing only a few minutes for drying between the coats. When a level and even-bodied surface is obtained the work is ready for the second stage, i.e., spiriting off. Allow the work to stand for at least eight hours, then take a fresh rubber with a double thickness of cover material and charge it with mentholated spirit. The object of spiriting off into and remove the rubber marks and to give the brilliance of finish. Finally, work in the direction of the grain and continue until the surface is free from smears and rubber marks then leave to harden off.

- **Wax polish:** Wax polish shall contain silicones and driers. A good silicon wax is to be used not a creamy or spray. The timber shall be sealed first with another finish such as Ron seal, before applying wax.

- *Application:* Apply coat of the sealer by brush or cloth direct to the unfilled timber, working it well in and finishing evenly with the grain. Allow to dry thoroughly then sand lightly with fine abrasive paper. Apply a heavy coat of wax by cloth on flat surfaces, with a stiff brush. Work it well into the timber and finish off by stroking with the grain before leaving to harden. Leave for four hours before rubbing up with a soft brush. Finally, buff the grain with a soft cloth.

- **Transparent Coloured Polyurethane (Melamine):** This shall be applied where natural grain of the wood is required to show. Polyurethane gives tough surface which resist chipping, scratching and boiling water.

- *Application:* Clean off all grease and wax with an abrasive and white spirit, this should not be applied in humid conditions. Apply the first coat, preferably of clear hard glaze with a cloth pad. Leave this to dry for at least six hours, then apply further coats with a paintbrush. If you wait for longer than 24 hours between coats, rub down the previous coat with fine glass paper or a medium grade of steel wool. Obtain a matt finish, if required, by giving a final coat of clear Reseal Matt coat.

4.8 TIMBER:

Only seasoned Teakwood to be used. Use of Rose wood wherever specified. All the wood shall be properly seasoned, natural growth and shall be free from worm holes, loose or dead knots or other defects, saw die square and shall not suffer warping, splitting or other defects. The moisture content shall not exceed 12%. All internal framework shall be treated with approved wood preservative. All wood brought to site should be clean shall not have any preservative or other coating / covering. All rejected decayed, bad quality wood shall be immediately removed from site. All wood brought to site must be stacked-stored properly as per instructions.

4.9 PLYWOOD:

Plywood / medium density fibre board / teak particle board / Veneer shall be as specified in the approved list of manufacturers shall be used. BWP / BWR grade plywood of approved make. Marine plywood should generally be avoided, unless otherwise instructed. Particle board shall be phenol formaldehyde bonded. Only 3 mm to 4 mm thick straight-grained groups matching approved veneers shall be used. No extra claim will be entertained for veneer if found of extra thickness.

4.10 DETAILED SPECIFICATION OF WORKS:

4.10.1 Providing and fixing Metallic Grid Based False Ceiling, to be laid on a 6 mm black reveal grid of 600 mm X 600 mm size:

The grid is to be made with a framework of powder coated GI tee sections of 0.35 mm thickness (Gypsteel Ultra make or approved equivalent) in a standard 15 mm silhouette profile. The silhouette framework shall have main runners at 1200 mm c/c and cross tees at 600 mm c/c, all of 42 mm size. The grid system is to be suspended securely from true ceiling surface by 4 mm dia. GI hangers and fitted with all necessary arrangements like wall angle, rawl plug, soffit cleat, etc. MicroLook mineral fibre board acoustical rectangular ceiling tiles, preferably Armstrong RH-99 or equivalent of approved make, shade & thickness are to be laid over the grid. The work is to be completed with all materials,

accessories, labour, tools & tackles, and in strict conformity with manufacturer's specification & recommendations. Rate is to include cost of making openings for ceiling mounted electrical & air-conditioning accessories. All materials should be approved by the Bank.

Plan area is to be measured for finished work.

4.10.2 Providing and fixing fine line Metallic Grid Based False Ceiling, to be laid on a standard white reveal grid of 600 mm X 600 mm size:

The grid is to be made with a framework of powder coated heavy duty GI tee sections of 0.35 mm thickness (Gypsteel Ultra make or approved equivalent) in a standard 24 mm prelude profile. The prelude framework shall have 38 mm main runners at 1200 mm c/c and 28 mm cross tees at 600 mm c/c. The grid system is to be suspended securely from true ceiling surface by 4 mm dia. GI hangers and fitted with all necessary arrangements like wall angle, rawl plug, soffit cleat, etc. MicroLook mineral fibre board acoustical tegular ceiling tiles, preferably Armstrong RH-99 or equivalent of approved make, shade & thickness are to be laid over the grid. The work is to be completed with all materials, accessories, labour, tools & tackles, and in strict conformity with manufacturer's specification & recommendations. Rate is to include cost of making openings for ceiling mounted electrical & air-conditioning accessories. All materials should be approved by the Bank.

Plan area is to be measured for finished work.

4.10.3 Providing and fixing in position Seamless Gypsum Board Plain False Ceiling in one or more levels as directed including vertical surfaces between different levels:

The ceiling including vertical surfaces is to be done with 12.5 mm thick plain Gypsum boards of approved make, duly finished with recommended fillers, tapes, etc. to have a seamless flush look. The ceiling system is to be fixed to a concealed GI framework (Gypsteel Ultra make or approved equivalent) by 25 mm long GI drywall screws at 250 mm intervals along both ways. The framework shall be suspended securely from MS angle hangers fixed to true ceiling surface by dash fasteners. The whole system is to be fitted with all necessary arrangements like perimeter channels, intermediate channels, ceiling sections, ceiling suspension angles, rawl plug, soffit cleat, etc. The work includes applying two coats of approved primer suitable for Gypsum boards after necessary surface preparation and final painting with approved acrylic emulsion paint on the surface. Provisions for openable-type lids for facilitating arrangements for rolling shutters are to be made as required. Lids shall be made out of 9 mm thick BWR plywood, duly painted to match the ceiling surface, and provided with 2 no. 75 mm SS butt hinges & 1 no. 100 mm SS tower bolt along the surface. The work is to be completed with all materials, accessories, labour, tools & tackles, and in strict conformity with manufacturer's specification & recommendations. Rate is to include the cost of making openings for ceiling mounted electrical & air-conditioning accessories. All materials should be approved by the Bank.

Plan area is to be measured for finished work.

Nevertheless, if the drop between two or more different levels of the ceiling surfaces is more than 150 mm as per the approved design or the Bank’s instruction, then the area corresponding only to the vertical drop beyond 150 mm shall be taken into consideration for measurement of finished work.

4.10.4 Providing and fixing Ceiling Highlighter Panel as per design:

The Ceiling Highlighter Panel is a recessed continuous strip with Blue high gloss Polyurethane coating on its surface and is provided to accentuate the Bank's blue colour. The panel shall be made with 12.5 mm thick plain Gypsum board of approved make, duly finished with recommended fillers, tapes, etc. to have a seamless flush look. A cut-out, 600 mm wide with desired length, is to be made on the false ceiling as directed with GI intermediate channels, ceiling sections, ceiling suspension angles, etc. fitted to it as required. The cut-out is to be surrounded by 25 mm wide plain Gypsum sections, fixed above & around its periphery by GI screws. The panel board is then to be placed on the Gypsum sections surrounding the cut-out, and, shall be fixed on it by 25 mm long GI drywall screws at 250 mm intervals along the perimeter. The panel board shall have a projection of at least 25 mm beyond the perimeter of the cut-out. The panel board is to be finished with blue paint and high gloss Polyurethane coating of approved shade & make on its surface. Provisions are to be made for fixing LED strips. The work is to be completed with all materials, accessories, labour, tools & tackles, and in strict conformity with manufacturer's specification & recommendations. All materials should be approved by the Bank.

Visible plan area is to be measured for finished work.

4.10.5 Providing and erecting Partly Glazed Full Height Double Skin Partition in metal stud (GI / Aluminium) framework as per drawing / direction:

The framework is to be done by fixing metal studs to floor & ceiling channels, and intermediate channels with suitable fixtures. The sections are to be placed at 600 mm c/c both vertically & horizontally except for the glazed portion.

Vertical Metal Studs shall be 48 mm GI sections (Gypsteel Ultra make) of 0.55 mm thickness with flanges of 32 mm & 34 mm. Horizontal Channels shall be 50 mm GI sections (Gypsteel Ultra make) of 0.55 mm thickness with equal flanges of 32 mm.

In case of Aluminium framework, 1.5 mm thick hollow Aluminium sections, 50 mm square or 50 mm X 25 mm rectangular, are to be used as studs, and the framework is to be fixed by means of Aluminium angles of appropriate size for proper fixity.

The framework is to be covered by 9 mm thick BWP plywood on both sides with suitable fixtures. The surface is to be finished with 1 mm thick laminate, *or,* 4 mm thick teak wood veneer (with high gloss Polyurethane coating) of approved shade & make. The partition shall be made solid up to a height of 900 mm from FFL, and thereafter, glazed up to a height of 2000 mm. The glazing is to be done with machine polished 8 mm thick clear float glass without any bubbles as per standard specification. The glass is to be fixed with continuous polished teak wood glazing beads of approved shape & shade. The work is to include all necessary materials, accessories, labour, tools & tackles, and also allow provisions for electrical, computer & telephone wiring conduits, switch boxes, etc. All materials should be approved by the Bank.

Executed elevation area is to be measured for finished work.

4.10.6 Providing and erecting Full Height Double Skin Opaque Partition in metal stud (GI / Aluminium) framework as per drawing / direction:

Specification for fabrication, erection & finishing of the partitions shall be same as *No. 4.10.5,* but without any glazing.

Executed elevation area is to be measured for finished work.

4.10.7 Providing and erecting Double Skin Opaque Partition, max. 1200 mm high or as directed, in metal stud (GI / Aluminium) framework as per drawing / direction:

Specification for fabrication, erection & finishing of the partitions shall be same as *No. 4.10.6* including partition top, but without any glazing.

Executed elevation area is to be measured for finished work.

4.10.8 Providing and erecting Full Height Double Skin Opaque Partition in Aluminium framework as per drawing:

The framework shall be made out of 50 mm X 50 mm Aluminium hollow square sections of 2 mm thickness, placed at 600 mm c/c both vertically & horizontally. The framework is to be fixed by means of Aluminium angles of appropriate size for proper fixity. The framework is to be covered by 9 mm thick BWP plywood on both sides with suitable fixtures. The surface is to be finished with 3 mm thick interior grade Aluminium Composite Panel (ACP) cladding of approved shade & make with grooves duly treated with silicon sealant. The work is to include all necessary materials, accessories, labour, tools & tackles, and also allow provisions for electrical, computer & telephone wiring conduits, switch boxes, etc. All materials should be approved by the Bank.

Executed elevation area is to be measured for finished work.

4.10.9 Providing and erecting Full Height Double Skin Fire-Resistant Opaque Partition in metal stud (GI / Aluminium) framework as per drawing:

Specification for fabrication, erection & finishing of the partitions shall be same as *No. 4.10.6,* but without any glazing and excepting the skinning.

The framework is to be covered by 8 mm / 9 mm thick fire-rated cement boards as directed on both sides with 25 mm thick fully threaded self-tapping screws at 300 mm c/c along the framework. The boards shall be high pressure steam cured non-asbestos Fibre Cement heavy duty Wall Boards, conforming to IS 14862 : 2000, with Density not less than 1500 kg/cum. The boards are to be fixed horizontally in a staggered manner to avoid through joints. All joints are to be duly finished with recommended fillers, tapes, etc. to have a seamless flush look.

The work includes applying two coats of approved primer suitable for cement boards after necessary surface preparation and final painting with approved acrylic emulsion / synthetic enamel paint on the surface as well as fixing of 200 mm wide PVC ventilation louvre at 300 mm from top of the partition all along its length. The work is to include all necessary materials, accessories, labour, tools & tackles, and also allow provisions for electrical, computer & telephone wiring conduits, switch boxes, etc. All materials should be approved by the Bank.

Executed elevation area is to be measured for finished work.

4.10.10 Providing and erecting Openable-type Frameless Glass Partition as per drawing / direction:

The glazing shall be done with 12 mm thick machine polished toughened glass. The partition is to be fixed with patch fittings, heavy duty floor springs & locking up arrangements as required. A pair of 300 mm SS handles of approved design are to be fixed properly on both sides near the free edge

of the glass. All edges of the glass are to be finished with mirror polishing. The work is to include all necessary materials, accessories, labour, tools & tackles. All materials should be approved by the Bank.

Executed elevation area is to be measured for finished work.

4.10.11 Providing and erecting Fixed-type Frameless Glass Partition as per drawing / direction:

The glazing shall be done with 12 mm thick machine polished toughened glass. The partition is to be fixed with patch fittings, *and / or,* continuous polished teak wood glazing beads of approved shape & shade, as directed. All edges of the glass are to be finished with mirror polishing. The work is to include all necessary materials, accessories, labour, tools & tackles. All materials should be approved by the Bank.

Executed elevation area is to be measured for finished work.

4.10.12 Providing and erecting Glazed Separators as per drawing and design:

The glazing shall be done with 12 mm thick machine polished toughened glass. The separators shall be around 1500 mm X 1500 mm in size or as per design. The separators are to be fixed with patch fittings welded to posts (tubular vertical sections) or modified “A” sections as directed. The posts or modified "A" sections shall be made out of stainless steel and grouted to the floor. All edges of the glass are to be finished with mirror polishing. The work is to include all necessary materials, accessories, labour, tools & tackles. All materials should be approved by the Bank.

Executed elevation area is to be measured for finished work.

4.10.13 Providing and fixing Partly Glazed Solid Core Door Shutter, 2100 mm high, Single or Double-Leaf as per drawing / direction:

The core of the shutter is to be made out of 35 mm thick phenol-bonded best quality flush door of approved make. The surface is to be finished with 1 mm thick laminate, *or,* 4 mm thick teak wood veneer (with high gloss Polyurethane coating) of approved shade & make. All exposed sides & edges of the shutter are to be finished with appropriate wood preservatives & melamine polish. The door shall be made solid up to a height of 900 mm from FFL, and thereafter, glazed up to a height of 2000 mm. The glazing is to be done with machine polished 8 mm thick clear float glass without any bubbles as per standard specification. The glass is to be fixed with continuous polished teak wood glazing beads of approved shape & shade.

Each door shutter is to be provided with following accessories, all of approved make –

(i) 4 No. 125 mm heavy duty SS butt hinges
(ii) 1 No. door stopper
(iii) 1 No. SS handle
(iv) 1 No. SS tower bolt

SS Barrel Door-necked Hasp Bolt Latch of approved make is to be fixed to the door shutters for Double-Leaf Door, if directed so. The fixing of Hasp Bolt Latch to Double-Leaf Door as per direction shall be a separate item. Also, a pair of 600 mm SS handle is to be fixed to double-leaf door shutter with 1 No. SS tower bolt for each door shutter. The work is to include all necessary materials,

accessories, labour, tools & tackles, and also allow provisions for fitting & fixing of door closer & mortise lock as directed. All materials should be approved by the Bank.

Executed elevation area is to be measured for finished work.

4.10.14 Providing and fixing Solid Core Opaque Door Shutter, 2100 mm high, as per drawing / direction:

Specification for fitting, fixing & finishing of the door shutters shall be same as *No. 4.10.13,* but without any glazing.

Executed elevation area is to be measured for finished work.

4.10.15 Providing and fixing Solid Core Opaque Door Shutter, 1200 mm high, as per drawing / direction:

Specification for fitting, fixing & finishing of the door shutters shall be same as *No. 4.10.14,* including door top but without any glazing & other accessories.

Each door shutter is to be provided with following accessories, all of approved make –

(i) 3 No. soft-close door hinges / spring hinges / hydraulic capsule door closers
(ii) 1 No. door stopper
(iii) 1 No. SS tower bolt

Executed elevation area is to be measured for finished work.

4.10.16 Providing and fixing openable-type or manually sliding-type Solid Core Opaque Door Shutter, 2100 mm high, as per drawing:

The core of the shutter is to be made out of 35 mm thick phenol-bonded best quality flush door of approved make. The surface is to be finished with 3 mm thick interior grade Aluminium Composite Panel (ACP) cladding of approved shade & make with grooves duly treated with silicon sealant. The door, if made openable-type, is to be provided with 125 mm heavy duty SS butt hinges @ 3 no. per door shutter, 1 no. door stopper, etc., all of approved make. Again, if the door is made sliding-type, sliding mechanism with slide channels is to be installed in place of hinges & door stopper. Also, powder coated "D" handle is to be provided for operating the door manually in case of sliding-type one. The work is to include all necessary materials, accessories, labour, tools & tackles. All materials should be approved by the Bank.

Executed elevation area is to be measured for finished work.

4.10.17 Providing and fixing Solid Core Fire-Resistant Opaque Door Shutter, 2100 mm high, as per drawing / direction:

Specification for fitting, fixing & finishing (excepting the skinning) of the door shutters shall be same as *No. 4.10.14,* but without any glazing, or, with minimum glazing with 8 mm thick machine polished bubble-free clear Float Glass, having panel size of 150 mm X 150 mm & centrally located, fitted with polished wooden beading at a height of 1500 mm from FFL or as per approved design for the glazed portion.

The skinning is to be done by 6 mm thick fire-rated cement boards as directed on both sides with 25 mm thick fully threaded self-tapping screws at 300 mm c/c along the surface. The boards shall be high pressure steam cured non-asbestos Fibre Cement heavy duty Wall Boards, conforming to IS 14862 : 2000, with Density not less than 1500 kg/cum. The boards are to be fixed horizontally in a staggered manner to avoid through joints. All joints are to be duly finished with recommended fillers, tapes, etc. to have a seamless flush look.

The work includes applying two coats of approved primer suitable for cement boards after necessary surface preparation and final painting with approved acrylic emulsion / synthetic enamel paint on the surface as well as fixing of PVC ventilation louvre of size 600 mm (L) X 200 mm (W) at 300 mm from bottom of the door shutter. The work is to include all necessary materials, accessories, labour, tools & tackles, and also allow provisions for electrical, computer & telephone wiring conduits, switch boxes, etc. All materials should be approved by the Bank.

Executed elevation area is to be measured for finished work.

4.10.18 Providing and fixing openable-type or automatic sliding-type Fully Glazed Door, 2100 mm high or more, with / without Wooden Stiles at top & bottom as per drawing / direction:

The glazing shall be done with 12 mm thick machine polished toughened glass. The door is to be fixed with patch fittings, heavy-duty floor springs & locking up arrangements as required. The stiles *(if to be provided)* shall be made out of 100 mm X 40 mm sections of well-seasoned teak wood and finished with melamine polish. Again, if the door is made sliding-type, sliding mechanism with slide channels is to be installed in place of floor springs. A pair of 300 mm SS handles of approved design are to be fixed properly on both sides near the free edge of the glass. All edges of the glass are to be finished with mirror polishing. The work is to include all necessary materials, accessories, labour, tools & tackles except for automatic sliding mechanism. All materials should be approved by the Bank.

Installation of motion sensors for automatic sliding mechanism as also heavy-duty floor spring assembly do not fall under the scope of this work.

Executed elevation area is to be measured for finished work.

4.10.19 Providing and fixing 32 mm thick pre-fabricated Fibre-glass Reinforced Polymer (FRP) Door Shutter with Frame as directed:

The core of the shutter & frame is to be made of best quality FRP material. The door with frame is to be fixed in proper position by means of GI screws embedded properly to side walls or concrete. The job shall include taking out old door with frame and thereafter mending good damages. Each door shutter is to be provided with following accessories, all of approved make –

(i) 3 No. 125 mm heavy duty SS butt hinges
(ii) 1 No. SS handle
(iii) 1 No. SS tower bolt

The work is to include all necessary materials, accessories, labour, tools & tackles. All materials should be approved by the Bank.

Executed elevation area is to be measured for finished work.

4.10.20 Providing and fixing Door Frames to walls as per drawing:

The frames shall be of size 100 mm X 75 mm, made out of clear steam beech wood or well-seasoned teak wood, free of knots. Proper rivets & grooves for fixing of door shutters & locks are to be made before fixing to the walls. The job is to be finished with melamine polish and other accessories like clamp, screw, etc. as required complete. Necessary approved MS holdfast with split ends are to be fixed to the frames by means of GI screws. The work shall include insertion of the frames with 1 : 2 : 4 cement concrete in brick work, & / or, with rawl plug in RCC, and properly screwed & fixed in partitions as directed, etc. complete. The work is to include all necessary materials, accessories, labour, tools & tackles. All materials should be approved by the Bank.

Executed volume of finished woodwork is to be measured for complete work.

4.10.21 Providing and fixing Door Frames to partitions as per drawing:

The frame shall be of size 75 mm X 50 mm, made out of clear steam beech wood or well-seasoned teak wood, free of knots. Proper rivets & grooves for fixing of door shutters & locks are to be made before fixing to the partitions. The job is to be finished with melamine polish and other accessories like clamp, screw, etc. as required complete. The work is to include all necessary materials, accessories, labour, tools & tackles. All materials should be approved by the Bank.

Executed volume of finished woodwork is to be measured for complete work.

4.10.22 Supplying, fitting and fixing of Door Accessories as under:

(a) Heavy Duty Hydraulic Door Closer to door shutters of 2100 mm height
(b) Heavy Duty Double-action Hydraulic Floor Spring with Double Spring Mechanism to glazed doors, *or,* flush door shutters of 2100 mm height
(c) SS Barrel Door-necked Hasp Bolt Latch to Double-Leaf door of 2100 mm height
(d) Inside-opening Rim-mounted 7-lever Night Latch to door shutters of 1200 mm height
(e) Mortise Dead Lock to door shutters of 1200 mm height
(f) Mortise Lock to Single-Leaf doors of 2100 mm height
(g) Cylindrical Lock (premium quality) to door shutters of 2100 mm height

All accessories shall be of approved make & model. The above jobs will include fitting & fixing of the accessories with all necessary hardware items of ISI marked.

4.10.23 Providing and fixing Single Window Counters (SWC) as per drawing & design:

The work top shall be 1500 mm long, 900 mm deep & 750 mm high from FFL. The work top is to be fabricated out of 19 mm thick BWP block board up to 700 mm depth towards the front. Thereafter, a double layer of flexi-ply (12 mm + 6 mm thick) is to be fixed with necessary fittings to the block board. The flexi-ply is to be curved downwards at a distance of 200 mm with a turning radius of 75 mm and stiffened properly to the front modesty panel with appropriate wooden sections. The bottom edge of the flexi-ply is to come up to a height of 375 mm from FFL. The front modesty panel is to be made out of 19 mm thick BWP block board and fixed to the bottom of the front edge of work top block board. A 10 mm wide groove with polished finishing at a height of 375 mm from FFL along the length of the front modesty panel is to be made for fixing LED strips.

Each counter is to be provided with a 500 mm wide drawer unit, made out of 19 mm thick BWP block board. The drawer unit shall consist of one tea tray & three drawers, the top two of which shall be of

150 mm depth each & the other of remaining depth. All drawers are to be fitted with sliding telescopic channels, where the slides are to be fitted with multi-latch of approved make.

Each drawer is to be provided with Auto-Locks of approved make & powder-coated “D” handles. The bottom of the drawer unit is to be fixed to a 75 mm X 37.5 mm teak wood framework with polished finishing. Inside surface of the drawers is to be painted with synthetic enamel paint of approved make up to matt finishing.

All exposed surfaces are to be finished with 1 mm thick Laminates of different shades with horizontal / vertical grooves as per design on exposed surface, and, concealed surfaces with 0.8 mm thick Laminate of single shade without grooves / painting / melamine polish. A 12 mm thick lacquered glass with Aqua Blue shade is to be fixed on exposed portion of modesty panel with SS stud fittings. All free edges of block board & plywood are to be finished with white beech wood beading or lipping. The work is to be completed with providing of 1 No. CRCA steel CPU Trolley (adjustable width of 115 mm to 250 mm X 300 mm depth) having swivel & lockable castors, 1 No. powder-coated metal under-desk Keyboard Tray (510 mm width X 200 mm depth) having sliding mechanism with high-performance slides, a cushioned mouse pad & separate mouse tray, to be fixed with GI screws, &, 1 No. 60 mm dia. PVC Circular Wire Manager (Desk Grommets), etc. as directed. The work is to include all necessary materials, accessories, labour, tools & tackles, except for only solid surface material on work top, if provided. The job shall also include provisions for electrical, computer & telephone wiring conduits, switch boxes, etc. All materials should be approved by the Bank.

The fixing of solid surface material on work top only as above shall be a separate item.

Executed running length is to be measured for finished work.

4.10.24 Providing and fixing Front Glass at the Single Window Counter fascia as per drawing:

The glazing shall be done with 12 mm thick machine polished transparent toughened glass. The glass is to be fixed at a distance of 200 mm from the edge of the counter-top on customer side. The glass shall be fixed by means of patch fittings to adjacent partitions as well as to the counter-top as per design. The glass, rectangular in shape on elevation, is to have a height of 500 mm from counter-top. Also, a rectangular / half-circular cut-out of 200 mm size / diameter is to be provided at the bottom level of the glass on counter-top to facilitate transactions. The glass shall have a blue shade with high gloss Polyurethane coating on the surface. All edges of the glass are to be finished with mirror polishing. The work is to include all necessary materials, accessories, labour, tools & tackles. All materials should be approved by the Bank.

Executed elevation area is to be measured for finished work.

4.10.25 Providing and fixing Side Glasses on both sides of the Single Window Counter as per drawing:

The glazing shall be done with 12 mm thick machine polished transparent toughened glass. The glass is to be fixed by means of patch fittings to the free edge of solid partition of SWC as per design. Each of the glasses shall be trapezoidal in shape with its partition edge vertical. The glass is to have a width of 450 mm at top & 150 mm at bottom on FFL, and the radius of curvature at top notch is 75 mm. The glasses shall have a light blue shade with high gloss Polyurethane coating on the surface. All edges of the glass are to be finished with mirror polishing. The work is to include all necessary materials, accessories, labour, tools & tackles. All materials should be approved by the Bank.

Executed elevation area is to be measured for finished work.

4.10.26 Providing and fixing Free-standing Table / Workstation as per drawing & design:

Table shall be fabricated out of 19 mm BWP thick block board for work-top, sides & front modesty panel, fitted & fixed by dove-tail jointed junctions. The modesty panel is to be fixed to the bottom of work top block board 150 mm behind the front edge.

The table is to be provided with a 500 mm wide drawer unit, made out of 19 mm thick BWP block board. The drawer unit shall consist of one tea tray & three drawers, the top two of which shall be of 150 mm depth each & the other of remaining depth. All drawers are to be fitted with sliding telescopic channels, where the slides are to be fitted with multi-latch of approved make. The drawers are to be provided with Cylinder Cam Cabinet Drawer Locks of approved make & powder-coated “D” handles. Also, the bottom of the drawer unit is to be fixed to a 75 mm X 37.5 mm teak wood framework with polished finishing. Inside surface of the drawers is to be painted with synthetic enamel paint of approved make up to matt finishing.

All exposed surfaces are to be finished with 1 mm thick Laminates of different shades with horizontal / vertical grooves as per design on exposed surface, and, concealed surfaces with 0.8 mm thick Laminate of single shade without grooves / painting / melamine polish. All free edges of block board and plywood are to be finished with white beech wood beading or lipping. The work is to be completed with providing of 1 No. CRCA steel CPU Trolley (adjustable width of 115 mm to 250 mm X 300 mm depth) having swivel & lockable castors, 1 No. powder-coated metal under-desk Keyboard Tray (510 mm width X 200 mm depth) having sliding mechanism with high-performance slides, a cushioned mouse pad & separate mouse tray, to be fixed with GI screws, &, 1 No. 60 mm dia. PVC Circular Wire Manager (Desk Grommets), etc. as directed. The work is to include all necessary materials, accessories, labour, tools & tackles, except for only solid surface material on work top, if provided. The job shall also include provisions for electrical, computer & telephone wiring conduits, switch boxes, etc. All materials should be approved by the Bank.

The following are the different types of the items under reference –

(a) Office Head Table – 2100 mm long, 900 mm wide & 750 mm high from FFL
(b) Branch Head Table – 1800 mm long, 900 mm wide & 750 mm high from FFL
(c) Officer's Table – 1500 mm long, 750 mm wide & 750 mm high from FFL
(d) Assistant's Table – 1350 mm long, 750 mm wide & 750 mm high from FFL

The fixing of solid surface material on work top only as above shall be a separate item.

Payment shall be made for finished work.

4.10.27 Providing and fixing Cock-pit Type Free-standing Table / Workstation as per drawing & design:

Table shall be fabricated out of 19 mm thick BWP block board for sides, top & front modesty panel with dove-tail jointed junctions. The work top block board shall be made with three pieces having sizes of 900 mm X 900 mm for the middle part and 600 mm X 500 mm for other two parts. The middle part shall have chamfering of 400 mm each from one corner on both directions in plan as per drawing / design. The two parts of the work top block board shall be fixed with the middle part on the 500 mm sides by dove-tail jointed junctions. All three parts of the work top block board shall be supported with proper wooden batten sections to hold those in position. The modesty panel is to be

fixed to the bottom of work top block board 150 mm behind the front edge. The table is to be provided with a 500 mm wide drawer unit, made out of 19 mm thick BWP block board. The drawer unit shall consist of one tea tray & three drawers, the top two of which shall be of 150 mm depth each & the other of remaining depth. All drawers are to be fitted with sliding telescopic channels, where the slides are to be fitted with multi-latch of approved make. The drawers are to be provided with Cylinder Cam Cabinet Drawer Locks of approved make & powder-coated “D” handles. Also, the bottom of the drawer unit is to be fixed to a 75 mm X 37.5 mm teak wood framework with polished finishing.

All exposed surfaces are to be finished with 1 mm thick Laminates of different shades with horizontal / vertical grooves as per design on exposed surface, and, concealed surfaces with 0.8 mm thick Laminate of single shade without grooves / painting / melamine polish. All free edges of block board and plywood are to be finished with white beech wood beading or lipping. The work is to be completed with providing of PVC keyboard tray, CRCA CPU trolley of approved make & 75 mm dia. PVC wire manager, etc. as directed. The work is to include all necessary materials, accessories, labour, tools & tackles, except for only solid surface material on work top, if provided. The job shall also include provisions for electrical, computer & telephone wiring conduits, switch boxes, etc. All materials should be approved by the Bank.

The following are the different types of the items under reference –

(a) Officer's Table – 1500 mm long on both directions, 500 mm wide & 750 mm high from FFL
(b) Assistant's Table – 1350 mm long & 600 mm wide on front, 1500 mm long & 500 mm wide on side, and 750 mm high from FFL with same specification except for chamfering.

The fixing of solid surface material on work top only as above shall be a separate item.

Payment shall be made for finished work.

4.10.28 Providing and placing in position Help Desks (Grahak Mitra and Tech Mitra Desks) as per drawing & design:

The Desk is to be formed with a workstation, 1350 mm long, 600 mm wide, rectangular in plan, & 750 mm high from FFL, to be made as per same specification of fabrication & finishing as in *No. 4.10.26.* The front & other two sides of the desk are to be enclosed with a 950 mm high double skin solid partition, to be made as per same specification of fabrication & finishing as in *No. 4.10.7.* The partition is to be fixed to a 100 mm high & 50 mm thick polished teak wood framework at bottom. The enclosure shall have a 25 mm protrusion of 600 mm width thereon, made with a double layer of BWP plywood (19 mm + 6 mm thick), fixed at a distance of 600 mm from left corner of the enclosure as per design & direction. Total height of the enclosure shall be 1050 mm from FFL. The inside edges of both the enclosure and the framework at bottom are to be kept at same vertical level to give the enclosure a projection of 25 mm beyond the framework. All exposed surfaces including the work top are to be finished with 1 mm thick laminate as directed.

A 600 mm wide glazing is to be done on the enclosure fascia with 12 mm thick machine polished transparent toughened glass fixed with SS stud fittings as per design. The top of the glazing shall be fixed with SS stud fittings to the protrusion. The top of the glazing is to come up to a height of 1150 mm from FFL. The glass shall have a blue shade with high gloss Polyurethane coating on the surface. All edges of the glass are to be finished with mirror polishing.

The work is to include all necessary materials, accessories, labour, tools & tackles, except for only solid surface material on work top, if provided. The job shall also include provisions for electrical,

computer & telephone wiring conduits, switch boxes, etc. All materials should be approved by the Bank.

The fixing of solid surface material on work top only as above shall be a separate item.

Payment shall be made for finished work.

4.10.29 Providing and placing in position 450 mm deep Storage Units, 2100 mm high or more, with openable shutters as per drawing:

The storage unit shall be made out of 19 mm thick BWP block board for sides, top & bottom and shelves. The back of the storage unit shall be made out of 12 mm thick BWP plywood, and shutters out of 19 mm thick BWP plywood. Each cabinet cell shall be approximately 750 mm high & 600 mm wide or as directed. All the exposed sides, top & front are to be finished with 1 mm thick laminate of approved shade & make on the surface. All the exposed edges are to be covered with polished teak wood lipping. The inner surfaces are to be finished with French polish. The job is to be completed with all necessary hardware like 100 mm SS butt hinges @ 3 No. per shutter, ball catches, locks, handles, tower bolts, etc. as applicable. The bottom of the unit is to be fixed to a 75 mm X 37.5 mm polished teak wood framework. Area of Application: Records-cum-Stationery Room or any other area as directed. The work is to include all necessary materials, accessories, labour, tools & tackles. All materials should be approved by the Bank.

Executed elevation area of shall be measured for finished work.

4.10.30 Providing and placing in position Side and Back Storage Units with sliding shutters, 450 mm deep & 750 mm / 900 mm high, as per drawing:

The storage unit shall be made out of 19 mm thick BWP block board for sides, top & bottom and a shelve in the centre. The back of the storage unit shall be made out of 12 mm thick BWP plywood, and shutters out of 19 mm thick BWP plywood. All the exposed sides, top & front are to be finished with 1 mm thick laminate of approved shade & make on the surface. All the exposed edges are to be covered with polished teak wood lipping. The inner surfaces are to be finished with French polish. The job is to be completed with all necessary hardware like u-PVC / polished wooden sliding channels, rollers, ball catches, locks, handles, tower bolts, etc. as applicable. The bottom of the unit is to be fixed to a 75 mm X 37.5 mm polished teak wood framework. The work is to include all necessary materials, accessories, labour, tools & tackles. All materials should be approved by the Bank.

Executed elevation area of shall be measured for finished work.

4.10.31 Providing and fixing Wall & Column Panelling with Aluminium Composite Panel (ACP) cladding in Aluminium framework as per direction:

The panelling shall be fixed on a concealed framework made out of 50 mm X 25 mm Aluminium hollow rectangular sections of 2 mm thickness, placed at 600 mm c/c both vertically & horizontally. The framework is to be fixed by means of Aluminium angles of appropriate size for proper fixity. The framework is to be covered by 9 mm thick BWP plywood on exposed side with suitable fixtures. The surface is to be finished with 4 mm thick Exterior grade ACP cladding for exteriors and 3 mm thick Interior grade ACP cladding for interiors, all of approved shade & make with grooves duly treated with silicon sealant. Provisions are to be made for fixing LED strips. Also, scaffolding and staging are to be done wherever necessary. The work is to include all necessary materials, accessories,

labour, tools & tackles and also allow provisions for electrical, computer & telephone wiring conduits, switch boxes, etc. All materials should be approved by the Bank.

Executed elevation area is to be measured for finished work.

4.10.32 Providing and fixing Designed Spaces with Wall & Column Panelling in metal stud (GI / Aluminium) framework in one or more levels as per drawing & design:

The panelling shall be fixed on a concealed framework made out of metal studs (GI / Aluminium) with specification for fabrication, erection & finishing of same style as *No. 4.10.5,* placed at 600 mm c/c both vertically & horizontally. In case of Aluminium framework, the same is to be fixed by means of Aluminium angles of appropriate size for proper fixity. The framework is to be covered by 12.5 mm thick Gypsum board, *or,* 9 mm and / or 12 mm thick BWP plywood on exposed side with suitable fixtures. Provisions are to be made for fixing LED strips. The work is to include all necessary materials, accessories, labour, tools & tackles. The job shall also include provisions for electrical, computer & telephone wiring conduits, switch boxes, etc. All materials should be approved by the Bank.

The skinning shall be finished with the following –

(a) Applying two coats of approved primer suitable for Gypsum boards after necessary surface preparation & final painting with approved Acrylic Emulsion Paint, where the framework is to be covered by 12.5 mm thick Gypsum board;
(b) Fixing of Designed Wallpapers / Vinyl Film as per design, where the framework is to be covered by 12.5 mm thick Gypsum board;
(c) Fixing of 1 mm thick laminate of approved shade & make on the surface, where the framework is to be covered by 9 mm and / or 12 mm thick BWP plywood on exposed side with suitable fixtures;

The fixing of Designed Wallpapers / Vinyl Film and High Gloss / Textured painting work as per design shall be separate items.

Executed elevation area is to be measured for finished work.

4.10.33 Providing, fitting and fixing flexible Solid Surface Material of approved shades & make as per drawing & design:

Solid surface material **(Corian Solid Surfaces – 6 mm / 12 mm thick)** is to be fixed with acrylic epoxy adhesive compound including surface & edge finishing and moulds. The fixing is to be done on exposed surfaces of table-tops, sides, desks, storage unit tops, vertical surfaces, etc., or any other surface as directed. Basic cost of solid surface material including laying charges and taxes may be ₹1,250/- to ₹1,500/- per sqft. The job is to be executed through an authorized applicator only as per the Bank's specification & requirement. Documents certifying fixing & moulding of the product by only an authorized applicator are to be produced for payment of this item including certificate from the dealer certifying use of the product. The work is to be completed with all materials, accessories, labour, tools & tackles, and in strict conformity with manufacturer's specification & recommendations. The job shall also include provisions for electrical, computer & telephone wiring conduits, switch boxes, etc. All materials should be approved by the Bank.

Executed plan and elevation area of the surface work shall be measured for finished work.

4.10.34 Providing and fixing self-adhesive Sparkle Series Frosted Film and One-way Vision Film of 3M make as per design:

The films are to be pasted on main glass door & other glasses as directed, cut & fixed as per design including the Bank's Logo. Supporting bills are to be produced for payment of this item including certificate from the dealer certifying use of the product. All materials should be approved by the Bank.

Executed area of the film pasted on glasses shall be measured for finished work.

4.10.35 Providing and fixing Cover for Rolling Shutter Box, covering up to a depth of 750 mm and height of 900 mm or as directed:

The cover is to be set with an inner wooden framework of 50 mm X 50 mm well-seasoned Malaysian Sal Wood sections, placed at suitable spacings not exceeding 600 mm c/c. The framework shall be covered by 12 mm thick BWR plywood. The work is to be finished with Aluminium Composite Panel (ACP) cladding (4 mm thick Exterior grade for exteriors and 3 mm thick Interior grade for interiors) with grooves duly treated with silicon sealant, *or,* 1 mm thick laminate, *or,* 4 mm thick teak wood veneer (with high gloss Polyurethane coating), all of approved shade & make. Also, scaffolding and staging are to be done wherever necessary. The work is to include all necessary materials, accessories, labour, tools & tackles. All materials should be approved by the Bank.

Executed covered area shall be measured for finished work.

4.10.36 Supplying, installation and commissioning manually-operated Vertical Blinds of approved make, shade & texture:

The blinds with 100 mm wide fins are to be fitted on windows and glazed surfaces as directed with all necessary arrangements. Supporting bills are to be produced for payment of this item including certificate from the dealer certifying use of the product. The work is to be completed with all necessary materials, authentic accessories, labour, tools & tackles, and in strict conformity with manufacturer's specification & recommendations. All materials should be approved by the Bank.

Executed area of the blinds in fully stretched condition shall be measured for finished work.

4.10.37 Providing and applying special quality Textured / High Gloss Paints as per design & direction:

The painting work shall be completed with roller finishing or spray painting to walls, columns, panelled surfaces or any other surface as directed. The job includes necessary surface preparation. Before applying textured paint, it has to be ensured that the surface has no holes or damages. Also, the surface is to be made free of dust and cleaned by means of broom & cotton cloth. The job is to be executed as per the manufacturer's specification with approved colour & brand at all heights in the customer area or as directed. Supporting bills are to be produced for payment of this item including certificate from the dealer certifying use of the product. The work is to be completed with all materials, accessories, labour, tools & tackles, and in strict conformity with manufacturer's specification & recommendations. All materials should be approved by the Bank.

Executed area of the painted surface shall be measured for finished work.

4.10.38 Providing and fixing self-adhesive Printed Wallpaper and Vinyl Film with approved designs on panelled surfaces as directed:

The job includes necessary surface preparation. Also, the surface is to be made free of dust and cleaned by means of broom & cotton cloth. The printing has to be the best quality digital prints available in the market. The basic design shall be provided by the Bank as per approved colour and design code of branches. Special images & photographs will also be provided by the Bank for printing on the Wallpaper & Vinyl Film and fixing thereafter. The work is to be carried out as per the Bank's instruction. Supporting bills are to be produced for payment of this item including certificate from the dealer certifying use of the product. The work is to be completed with all materials, accessories, labour, tools & tackles, and in strict conformity with manufacturer's specification & recommendations. All materials should be approved by the Bank.

Executed area of the wallpaper pasted shall be measured for finished work.

4.10.39 Providing and fixing Column-mounted Circular Writing Desk as per design:

The desk is to be fixed to the column along the perimeter through peripheral 19 mm thick BWP block boards with angled MS plate support as required. The desk shall have two parts viz. head and stand. The head, circular in plan, is to have an average 450 mm projection around the column periphery for facilitating writing. The stand, conical in shape on elevation, is to be fixed to the column with a projection of 200 mm at the junction with head, and 50 mm at the floor-column junction all around. The head is to be provided with two circular disks made out of 19 mm thick BWP block board. The disks are to be fixed to the column keeping one on top & the other at bottom, 200 mm apart to have pigeon hole-shaped cells. Dividers, made out of 12 mm thick BWP block board sections, shall be provided to pigeon hole cells, 200 mm wide at the openings, for keeping vouchers, slips, etc. Each of the disks shall have an octagonal shaped hole in the centre around the column. The stand is to be made with an inner wooden framework of 50 mm X 37.5 mm well-seasoned Malaysian Sal Wood sections to have a conical shape as per design. The framework shall be covered with 12 mm thick flexi-ply all around. The work is to be finished with 1 mm thick laminate of approved shade & make on the surface. The desk is to be fixed properly on the column by angled MS plates as required with GI screws. The plates shall be welded firmly with rawl plug in RCC along the vertical surfaces. The inner surfaces are to be finished with French polish. The work is to be completed with necessary lipping & polishing to exposed block board edges. A glazing on the work top is to be done by fixing of 12 mm thick transparent toughened glass on it with SS stud fittings. All edges of the glass are to be finished with mirror polishing. The work top shall be at a height of 1.0 m from FFL. The work is to include all necessary materials, accessories, labour, tools & tackles. All materials should be approved by the Bank.

This item may be done only if the breadth to width ratio of the column is between 1.0 and 1.2.

Payment shall be made for finished work.

4.10.40 Providing and fixing Wall-mounted Writing Desk as per design:

The desk is to be fixed to the wall through the stand enclosure back with angled MS plate support as required. The desk shall have two parts viz. head and stand enclosure. The head, rectangular in plan, is to have 450 mm depth within the stand enclosure for facilitating writing. The stand enclosure is to be fixed to the wall, enclosing the head on the back & other two sides. The head is to be provided with two rectangular planks made out of 19 mm thick BWP block board. The planks are to be fixed to the framework of the stand with suitable fixtures, keeping one on top & the other at bottom, 200

mm apart to have pigeon hole-shaped cells. Dividers, made out of 12 mm thick BWP block board sections, shall be provided to pigeon hole cells at 200 mm clear distance to one another for keeping vouchers, slips, etc. The stand is to be made with an inner wooden framework of 50 mm X 37.5 mm well-seasoned Malaysian Sal Wood sections, placed at suitable spacings not exceeding 600 mm c/c. The framework shall be covered with 9 mm thick BWP plywood on all sides & edges. The work is to be finished with 1 mm thick laminate of approved shade & make on the surface. The desk is to be fixed properly on the wall by angled MS plates as required with GI screws. The plates shall be inserted firmly to the wall on back with 1 : 2 : 4 cement concrete in brick work along the vertical surfaces. The inner surfaces are to be finished with French polish. The work is to be completed with necessary lipping & polishing to exposed block board edges. A glazing on the work top is to be done by fixing of 12 mm thick transparent toughened glass on it with SS stud fittings. All edges of the glass are to be finished with mirror polishing. The work top shall be at a height of 1.0 m from FFL. The work is to include all necessary materials, accessories, labour, tools & tackles. All materials should be approved by the Bank.

Payment shall be made for finished work.

4.10.41 Providing, fitting and fixing Drop Box as per drawing:

The box shall have an approximate size of 400 mm width, 200 mm depth and 450 mm height. One drop-slit, 200 mm long & 5 mm wide with edges smoothened properly, is to be provided on the top of the box. The box shall be provided with a small lockable door with 2 No. 75 mm SS butt hinges and a small SS hasp bolt. The item is to be made out of 12 mm thick BWR block board to a pigeon hole shape. The work is to be finished with 1 mm thick laminate of approved shade & make on the surface. The inner surfaces are to be finished with French polish. The work is to be completed with necessary lipping & polishing to exposed surfaces. The box shall be fixed to a wall or column in the hall at a height of 1.2 m from FFL or as directed. The work is to include all necessary materials, accessories, labour, tools & tackles. All materials should be approved by the Bank.

Payment shall be made for finished work.

4.10.42 Providing, fitting and fixing in position Pin-up Notice Board as per design & direction:

The board shall be made with an inner wooden framework of 50 mm X 25 mm well-seasoned Malaysian Sal Wood sections, placed at suitable spacings not exceeding 600 mm c/c. The framework is to be covered with 4 mm thick BWR plywood, over which 12 mm thick approved quality soft board is to be fixed with appropriate adhesives & fixtures. The soft board is to be cladded with an approved fabric of desired shade & material, duly matching with the colour scheme of the banking hall. Basic landing cost of the fabric may be ₹275/- per Metre length. All free edges shall have polished teak wood moulds of approved shape & design with melamine lacquer in matt finish. The board shall be fixed on a wall as directed with SS hooks. The work is to include all necessary materials, accessories, labour, tools & tackles. All materials should be approved by the Bank.

Executed area of the Board shall be measured for finished work.

4.10.43 Procurement & Supply Items as under:

The following items fall under the above –

(a) Perforated Stainless Steel (SS) Waste Bins of appropriate style

(b) High Back Chair – *Model:* Contact Project HB of Featherlite or approved equivalent model of Godrej / Wipro
(c) Medium Back Chair – *Model:* Contact Project MB of Featherlite or approved equivalent model of Godrej / Wipro

The chair shall have revolving, tilting & push back adjustable system with gas lifting stand, arms and approved upholstery or as directed in accordance with approved make & model (s). All chairs shall be of the same approved make & texture.

Delivery challans, duly authenticated by the Bank, along with supplier's certificate certifying supply of the product are to be produced for payment of these items.

4.10.44 Providing and fixing Branding & Letters carrying the Branch Name and Logo of the Bank as per design:

The branding & letters including the logo shall be made of Stainless Steel or UPVC or Blue Acrylic material as directed. All letters, logo, etc. are to be fixed with appropriate fixtures. Provisions are to be made for fixing LED strips. The work is to include all necessary materials, accessories, labour, tools & tackles. Payment of this item shall be made on the basis of actual cost of finished job on production of original bills plus 20% towards procurement, transportation, handling and fixing, etc.

The following sizes of Branding are to be fixed –

(a) Branch Name & District: 150 mm high SS Letters
(b) Bank’s Name: 300 mm high SS Letters
(c) Bank’s Logo: 500 mm high SS or UPVC Brandings as directed
(d) Bank’s Logo: 2000 mm in size, made of Blue Acrylic material.

Payment shall be made for finished work.

4.10.45 CIVIL / STRL. WORKS:

All Civil / Strl. Works are to be carried out as per relevant IS Codes and revisions thereof from time-to-time *and / or* instruction of the Bank.

❑ ANNEXURE – I ❑

(To print on bidders' company letter head, sign, stamp and submit / upload under Technical Bid)

PROCESS COMPLIANCE STATEMENT

To,
M/s. Antares Systems Limited,
Registered Office: Honganasu, #137/3, Bangalore-Mysore Road,
Opp. to Metro Pillar #P-696, Kengeri, Bengaluru – 560 060, Karnataka.
e-Mail: kushal.b@antaressystems.com, biswajit.c@antaressystems.com.

AGREEMENT TO THE PROCESS RELATED TERMS AND CONDITIONS FOR THE ONLINE e-TENDERING FOR THE WORK
Tender ID: KOL-AS-2026-10-HOW-V-TRB

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 NIT / RFP / GCC 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 shall not be liable and responsible in any manner whatsoever for my / our failure to access and bid on the e-Tendering Platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC or any other unforeseen circumstances, etc., before or during the e-Tendering event.

5) We confirm that we have a valid Digital Signature Certificate (DSC) issued by a valid Certifying Authority.

6) We hereby confirm that we will honour the bids placed by us during the e-Tendering process.

With regards,

Signature with company seal Name: Date:
Company / Organization:
Designation within Company / Organization:
Address of Company / Organization:
e-Mail ID: Phone No.:

❑ ANNEXURE – II ❑

(To print on legal papers, sign with seal and submit two sets at the office issuing LOI)

ARTICLES OF AGREEMENT

(The first page is to be printed on a Non-Judicial Stamp Paper of ₹100/-)

This Agreement made the _____ Day of _____ Month Two Thousand and _____ between STATE BANK OF INDIA, a public sector bank formed under the State Bank of India Act, 1955 and having its Corporate Centre at State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai – 400 021, Maharashtra, through the _____, the authorized officer of SBI *(hereinafter referred to as the "OWNER" / "EMPLOYER" / "BANK" / "SBI", which expression shall include the successors and assigns)* of the ONE PART,

AND

M/s. _____, having its registered office at _____, a company / partnership / proprietary firm registered under the Companies Act, 2013 / Indian Partnership Act, 1932 *(hereinafter referred to as the "CONTRACTOR", which expression shall include the present directors / partners and also the directors / partners from time to time as also their respective heirs, legal representatives, administrators and assigns)* of the OTHER PART.

(The second page onwards are to be printed on Bond / Legal Papers)

WHEREAS the OWNER is desirous of executing _____

_____

_____

_____ *(hereinafter called the "WORK").*

AND WHEREAS the OWNER, in order to effectively carry out the work, has engaged M/s. _____, having its registered office at _____, *(hereinafter referred to as the "ARCHITECT / CONSULTANT")* to prepare scheme plans, detailed drawings & specifications, description of works, to supervise the work and to assist in concerned technical matters.

AND WHEREAS the Owner has caused the plans, drawings and specifications, priced schedule of quantities of the works to be executed as per conditions of the contract and special conditions prepared with the assistance of the said Architect / Consultant, subject to which the offer of the Contractor shall be accepted.

AND WHEREAS the said drawings numbered as mentioned in the tender documents hereinafter mentioned and to be issued from time to time, the specifications and the schedule of items and quantities have been signed by or on behalf of the parties hereto.

AND WHEREAS the Contractor has deposited with the Owner Rs. _____ /- (Rupees _____ only) as security deposit for the due performance of the Agreement.

AND WHEREAS the Owner has issued letter of intent / work order to the Contractor through the Architect / Consultant.

AND WHEREAS the said drawings inclusive of the specifications, priced schedule of quantities, conditions of contract and special conditions all of which are collectively *(hereinafter collectively referred to as "the said conditions")* have been signed by the parties hereto and the Contractor has agreed to execute the works upon and subject to the said conditions.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the payments to be made to the Contractor as hereinafter provided the Contractor shall upon and subject to the said conditions execute and complete the works shown upon the site drawings etc. and such further detailed drawings as may be furnished to the Contractor by the said owner through the Architect as described in the said specifications and the said priced schedule of quantities.

2. The Owner will pay to the Contractor the sum of Rs. _____ /- (Rupees _____ only) *(hereinafter called the "CONTRACT AMOUNT")* or such other sum become payable hereunder at the times and in the manner specified in the said conditions. However, the actual sum will be paid on the actual value of work done, irrespective of the contract sum.

3. The term "Architect / Consultant" in the said conditions shall mean the said M/s. _____, having its registered office at _____, and in the event of the said Architect / Consultant ceasing to be the Architect / Consultant for the purpose of this contract such other person as shall be nominated for the purpose by the Owner.

4. The said conditions and appendix thereto shall be read & construed as forming part of this agreement, and the parties hereto shall respectively abide by / submit themselves to the said conditions & perform the agreements on their part respectively in the said conditions contained.

5. The plans, agreement and documents above mentioned shall form the basis of this contract and all disputes to be decided in the manner prescribed in the conditions attached hereto.

6. The said contract comprises the works as above mentioned, and all subsidiary works connected therewith within the same site as may be ordered to be done from time to time by the said Owner even though said works may not be shown on the drawings or described in the said specifications or the priced schedule of quantities.

7. This contract is neither a fixed lump sum contract nor a piece work contract but is a contract to carry out the work in respect of the entire project on item rate basis to be paid for according to actual measured quantities at the rates contained in the schedule of quantities and rates or as provided in the said conditions.

8. Notwithstanding what are stipulated in the conditions of this contract hereinbefore, the Owner, through the Architect / Consultant, reserves the right to alter the drawings & nature of the work and of adding to or omitting any items of works form or of having portions of the same carried out departmentally or otherwise and such alterations or variations shall be carried out without prejudice to this contract.

9. Time shall be considered as the essence of this contract and the Contractor hereby agrees to commence the work soon after the site is handed over to him or from the *14th day* after date of issue of formal work order as provided for in the said conditions of contract, whichever is later, and to complete the entire work within _____ (period of contract), subject nevertheless to the provisions for extension of time.

10. All payments by the Owner / Employer under this Contract will be made only at **Kolkata.**

11. The Contractor shall promptly notify any changes in their constitution to SBI. It shall be open for SBI to terminate the agreement on the death, retirement, insanity or insolvency of any person (s), being director (s) or partner (s) in the said company / firm or on the addition or introduction of a new partner without the previous approval in writing of SBI. But in the absence of and until its termination by SBI as aforesaid, this agreement shall continue to be of full force and effect notwithstanding any changes in the constitution of the firm by death, retirement, insanity or insolvency of any of its partners or the addition or introduction of any new partners. In case of retirement / death, the surviving or remaining partners of the firm shall be jointly and severally liable for the due and satisfactory performance of the terms and conditions of the agreement.

12. Any dispute arising under this agreement shall be referred to the arbitration to a sole arbitrator appointed with consent of the Owner and the Contractor as indicated in the Articles of the General Conditions. The award of the arbitrator shall be final and binding on both parties. The court in Kolkata shall have jurisdiction to determine the same.

That all the parts of this contract have been read by the Contractor and fully understood by them. They further agree to complete the said work to the fullest satisfaction of the Owner / Employer.

IN WITNESS WHEREOF the Employer and the Contractor have set their respective hands to these presents through their duly authorized official and the said two duplicates hereof to be executed on its behalf of the day and year first hereinabove written.

EXECUTANTS

OWNER / EMPLOYER	CONTRACTOR
Signature with Seal	Signature with Seal

In presence of:

WITNESSES

1. Signature:	1. Signature:
Name:	Name:
Address:	Address:
2. Signature:	2. Signature:
Name:	Name:
Address:	Address:

(In case of the Company, the common seal be affixed pursuant to resolution of Board of Directors in accordance with Articles of Association of the Company the directors etc. as the case may be affixing common seal may be initial in token thereof and also by putting their names.)

❑ PROFORMA – I ❑

(To print on the Contractor's company letter head, sign, stamp and submit at the office issuing LOI)

RUNNING ACCOUNT BILL (RA BILL)

- Name of Contractor / Agency :
- Name of Work :
- Sl. No. of this bill :
- No. and date of previous bill :
- Reference to Agreement No. :
- Date of written order to commence :
- Date of completion as per Agreement :

Sl. No.	Item Description	Unit	Rate (Rs.)	As per tender		Up to Previous R/A Bill		Up to Date (Gross)		Present Bill		Remarks
				Qty	Amount (Rs.)	Qty.	Amount (Rs.)	Qty.	Amount (Rs.)	Qty.	Amount (Rs.)	
1	2	3	4	5		6		7		8		9

Note:

1. If part rate is allowed for any item, 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

❑ PROFORMA – II ❑

(To print on the Contractor's company letter head, sign, stamp and submit at the office issuing LOI)

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

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

Total Value of Materials at Site …….. A
Secured Advance @ …… % of above value ……... B
Certified that (i) the materials mentioned above have actually been brought by the Contractor to the site of the work and no advance on any quantity of any of this item is outstanding on their security (ii) the materials are of imperishable nature and are all required by the Contractor for use in the work in connection with the items or which rates of finished work have been agreed upon.

Dated signature of Site Engineer preparing the bill _____

Designation _____

Dated signature of the Architect / Consultant _____

Name of the Architect / Consultant _____

_____

Dated signature of the Contractor

❑ PROFORMA – III ❑

(To print on the Client's letter head, sign, stamp and submit at the office issuing LOI)

C E R T I F I C A T E O F M E A S U R E M E N T S

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 of Contractor	Signature of Architect / Consultant	Signature of Site Engineer

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

_____	_____
Architect / Consultant	Site Engineer / Bank's Engineer

❑ PROFORMA – IV ❑

(For departmental / internal use)

MEMORANDUM FOR PAYMENT

BILL OF M/s. _____

FOR _____

_____ (Name of the work)

RA BILL NO.: _____

1	Total amount in the bill	₹……
2	Price Variation Adjustments (PVA) on account of escalation in price of steel, cement & other materials and labour as detailed in separate statement (s)	₹……
A	Total amount due to the contractor (1 + 2) :	₹……
3	Deductions:	
(i)	Secured advance paid in the previous RA bill (Payment made till date)	₹……
(ii)	Retention Money (RM) on value of works as per accepted tenders up to date amount	₹……
	Less: Already recovered (–)	(–) ₹……
	Balance RM to be recovered:	₹……
(iii)	Mobilization Advance, if any	₹……
(a)	Outstanding amount (Principal + Interest) as on date	₹……
(b)	Liquidated Damages Charges to be recovered in this bill	₹……
(iv)	Any other departmental material cost to be recovered as per contract, if any	₹……
(v)	Any other departmental service charges to be recovered if any, as per contract (water, power, etc.) as per enclosed statement (s)	₹……
B	Total deduction as per contract:	(–) ₹……
	Net amount payable as per contract (A – B):	₹……..

The bill amounting to ₹……... (Rupees……..……...only) has been scrutinized by me after due test check of the measurement of works as required and is recommended for payment.

_____

Dated signature of the Bank's Engineer
In-charge of the project

STATUTORY DEDUCTIONS:

(a)	Total amount due		₹……..……..……
(b)	Income Tax (…….. %)	(–)	₹……..……..……
(c)	Other taxes, if any (……. %)	(–)	₹……..……..……
(d)	Cess (……. %)	(–)	₹……..……..……
Net Payable to the Contractor:			₹……..……..……

The figure given in the Memorandum for Payment has been verified and the bill passed for payment of ₹……..……..… (Rupees……..……..…..only).

_____

Signature of Premises Officer

Date:

❑ PROFORMA – V ❑

(For Architect's use)

PROFORMA OF CERTIFICATE OF PAYMENT BY ARCHITECT / CONSULTANT

Certificate No.:		Date:
Client:	Project No.:	
	Particulars:	
Contractor	Contract / Letter No.:	Date:
	Contactor's Bill No.:	Date:

This is to certify that the amount given below (*) is due to your Contractors for the work done by them and / or against materials delivered at site and/or for advance towards contract on the above referred project.

Advance against contract	₹……...
Less: Advance adjusted up to date	₹……...
Balance Advance	₹……...
Advance against material delivered at site	₹……...
Amount of work done up to date	₹……...
Total	₹……...
Less: Retention on work done	₹……...
Less: Previously certified amount	₹……...
PRESENT CERTIFICATE (*)	₹……...

Rupees……..……..only

The cost of cement or any other materials supplied by you or payments made by you directly, if any and not covered herein above, should be adjusted before making the payment of the certified amount (*).

Necessary Deduction U/S 194C of the Income Tax 1961 and sales tax may be made before paying the above certified amount.

By a copy of this letter, we are intimating the Contractors to call on you for the necessary payment.

Remarks, if any:
The details of Insurance Policy are given in the next page

Signature of Architect / Consultant:	

Enclosure: Bill

❑ PROFORMA – VI ❑

(For Architect's use)

DETAILS OF INSURANCE POLICIES

Type of Policies	Name of Insurance	Amount (₹)	Policy No.	Validity
CAR Policy including 3rd Party Liability				

Workmen's Compensation

Remarks:

1. This is only on-account payment and is not to be interpreted either as approval of work materials brought or affixed at site or for that matter approval of any sort.
2. The quantum of work done and materials delivered at site have been certified by ……
3. Should you wish to audit such work, kindly contract the undersigned and oblige.

_____
Signature of Architect / Consultant

❑ PROFORMA – VII ❑

(For the use of both the Architect / Consultant and the Contractor)

PROFORMA OF HINDRANCE REGISTER

Name of Work : Date of Start of Work :

Name of Contractor : Period of Completion :

Agreement No. : Date of Completion :

Sl. No.	Nature of Hindrance	Date of Occurrence of Hindrance	Date of Removal of Hindrance	Period of Hindrance	Signature of SE / PE	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)

SE : Site Engineer

PE : Project Engineer

Place: _____

Date: _____

❑ PROFORMA – VIII ❑

(For departmental / internal use)

PROFORMA OF REGISTER OF MATERIALS AT SITE ACCOUNT

Name of Work : Name of Article :

Name of Contractor : Estimated Requirement :

Agreement No. : Issue Rate :

Sl. No.	Date of Receipt	Received from / issued to (with)	Receipt	Issue	Balance	Initials of Contractors	Initials of Bank's / Architect's Representatives	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

❑ PROFORMA – IX ❑

(For Contractor's use)

PROFORMA FOR APPLICATION BY CONTRACTOR FOR EXTENSION OF TIME

1 Name of the Contractor

2 Name of the Works as given in the Agreement

3 Agreement / WO

4 Tender Amount

5 Date of Commencement of Work

6 Period allowed for completion as per Agreement

7 Date of completion as per Agreement

8 Period for which extension of time has been given

Date Month Year

(a) 1st extension vide Bank's Letter No.

(b) 2nd extension vide Bank's Letter No.

(c) 3rd extension vide Bank's Letter No.

9 Reasons for which extensions have been previously given (copies of the previous applications should be attached)

10 Period for which extension is applied for and the reasons thereof including hindrances time for extra work assigned, if any, etc.

_____

Signature of Contractor

❑ PROFORMA – X ❑

(To print on the Contractor's company letter head, sign, stamp and submit at the office issuing LOI)

UNDERTAKING ON SUBMISSION OF FINAL BILL (S)

The Assistant General Manager
State Bank of India
Address: _____

_____

_____

UNDERTAKING ON SUBMISSION OF FINAL BILL (S)

Tender ID: _____

Dear Sir,

This has reference to the Terms & Conditions for the e-Tendering mentioned in the Tender Document.

This letter of undertaking is to confirm –

1. *We shall submit the final bill (s), duly certified / recommended by the user department and supported by the work completion certificate as per the prescribed format, within 30 days from the date of completion of works.*
2. *In case we fail to comply Clause 1 above, the Bank shall be at its sole discretion to disregard our bill (s) and may not consider the same for payment.*
3. *We shall not claim our bill (s) to this effect in future and the Bank shall not be liable to indemnify any amount payable to us in this regard.*
4. *We understand that the Bank may forfeit ISD amount already / being submitted at its absolute preference, and we shall not claim that amount also anytime further.*

This undertaking is being submitted by us with full conscience and responsibility on our own.

The undersigned is the authorized representative of the company.

We have studied the Commercial Terms and the Business Rules governing the e-Tendering as mentioned in NIT / RFP / GCC of SBI as well as this document and confirm our agreement to them.

With regards,

Signature with Company Seal

Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

e-Mail ID: Phone No.:

Date:

❑ PROFORMA – XI ❑

(To be obtained from the user / occupant upon virtual completion of Scope of Works)

CERTIFICATE OF COMPLETION OF WORKS

1. Name of the Work:	
2. Location of Site (Name of Branch / Office / Quarter, etc.):	
3. Name of the Contractor / Vendor / Agency with Address:	
4. Work Order No. & Date:	
5. Work Order Amount:	
6. Remarks, if any:	

DECLARATION BY THE USER / OCCUPANT / CARETAKER	
1. Remarks, if any, by the User / Occupant / Caretaker on Completion of the Work:	
2. Cleanliness after the Work (Removal of Debris / Rubbish / Unserviceable Materials out of the Site):	

- I / We hereby confirm that the above statements are true to the best of my / our knowledge and on site observation after completion of the work.
- I / We also intimate that the contract work _____ (Name of the Work) given to _____ (Name the Contractor / Vendor / Agency with Address) vide the Work Order No. _____ dated _____ has been executed and completed satisfactorily as on _____.

_____ _____

Signature of the User / Occupant Signature of the Contractor with Stamp

❑ PROFORMA – XII ❑

(To be obtained from the Bank upon actual completion of Scope of Works and Finalization of Bills)

CLIENT'S CERTIFICATE REGARDING PERFORMANCE OF CONTRACTOR

TO WHOM IT MAY CONCERN

NAME & ADDRESS OF THE CLIENT:	**State Bank of India** Address: …….
NAME & ADDRESS OF THE CONTRACTOR:	**M/s.** …… Address: …….

Sl. No.	Description – 1	Description – 2
1	Name of the Work with brief particulars	
2	Work Order Details	
3	Work Order Value	
4	Date of Commencement of Work	
5	Stipulated Date of Completion	
6	Actual Date of Completion	
7	Details of Penalty levied for delay (indicate amount), if any	
8	Gross Amount on Final Bill	
9	Name & Address of the Authority under whom the works have been executed	
10	Whether the Contractor employed qualified engineer / overseer during the execution of works	Yes / No
11	Quality of Work	Outstanding / Very Good / Good / Satisfactory / Poor
12	Overall Performance	Outstanding / Very Good / Good / Satisfactory / Poor

This certificate is being issued as requested by the contractor. As such, State Bank of India does not guarantee any financial and performance liabilities on behalf of the contractor as regards to their engagement from your office.

_____

(Stamped Signature with Date of the Issuing Authority)

:: END ::