Tender No. CHE/LHO/PRE20261005 **Date: 28.10.2026**

Assistant General Manager (P&E),
State Bank of India, 4th Floor,
Local Head Office,
No.16, College Lane,
Chennai – 600 006
Ph: 044-28308412/15/03
Mail: agmpre.lhoche@sbi.co.in

Tender document for
RESTORATION OF SBI's CHENNAI MAIN BRANCH BUILDING (GRADE I HERITAGE STRUCTURE) AT CHENNAI.

(Last Date & Time for Submission: on or before 02.12.2026 by 15:00 Hrs)

CONSULTANTS:
Architect
CUBOID ARCHITECTURE,
471,Ponnaian Street,Cross cut road,
Coimbatore,Tamilnadu
Ph: + 91-422-4378994,995. Email: cbe@cuboidarchitects.com

Name of The Tenderer: ……..
Address: ……..
……..
……
GSTIN: ……..

NOTICE INVITING TENDER (NIT)

SBI invites **percentage basis Online e-Tender** from Reputed Construction Firms / Contractors / Heritage contractors for PROPOSED RESTORATION OF SBI's CHENNAI MAIN BRANCH BUILDING (GRADE I HERITAGE STRUCTURE) AT CHENNAI.

1.	Name of the work	Tender for PROPOSED RESTORATION OF SBI's CHENNAI MAIN BRANCH BUILDING (GRADE I HERITAGE STRUCTURE) AT CHENNAI.
2.	Estimated cost	**Rs.13,17,85,393/- plus GST**
3.	Time allowed for Completion	**12 Months** from the date of the work order issued to the contractor
4.	Quantum of Earnest Money Deposit (EMD)	**Rs.13,00,000/-** Drafts/BCs shall be in favor of "STATE BANK OF INDIA, CHENNAI" Payable at Chennai. Original DD / BC should be submitted before **02.12.2026 at 15:00 Hrs. at below mentioned address**
5.	Date and Time where tender forms are available	**From 28.10.2026** at https://bank.sbi/web/sbi-in-the-news/procurement-news and https://etender.sbi
6.	Last date and time of submission of online Tender	**02.12.2026 up to 03:00PM**
7.	Place, date & time for submission of tender Contact person /telephone no/email address.	a) Online submission up to **02.12.2026 up to 15:00 Hrs at https://etender.sbi** b) EMD & Cost of tender Document submission Address: Assistant General Manager (Civil) / Assistant General Manager (P&E), State Bank of India, 4th Floor, Local Head Office, No.16, College Lane, Chennai – 600 006 **02.12.2026 Up to 15:00 Hrs** Contact: Assistant General Manager (P&E) Ph: 044-28308412/15/03 Mail: agmpre.lhoche@sbi.co.in
8.	Date, Time and Place of opening of Tenders	**23.11.2026 up to 15:30 Hrs** Assistant General Manager (P&E), State Bank of India, 4th Floor, Local Head Office, No.16, College Lane, Chennai – 600 006
9.	Quantum of Security Deposit (percentage)	1. Initial Security Deposit (ISD) - 2% of the Tender value including EMD

<table>
<tr><td></td><td></td><td>2. Retention Money- 10 % of the running bills and total deduction of 5% of value of work including EMD, ISD.</td></tr>
<tr><td>10.</td><td>Terms of payment of Bills, if any (specify the minimum value of work for payment of running account bills)</td><td>Each running bill of Rs. 200.00 Lakhs and above excluding GST.</td></tr>
<tr><td>11.</td><td>(Penalty clause) Liquidated Damages</td><td>@ 0.5% of the value of work per week of delay subject to a maximum penalty of 5% of the value of work would be strictly imposed.</td></tr>
<tr><td>12.</td><td>Validity period of the tender.</td><td>Three (3) Months</td></tr>
<tr><td>13.</td><td>Defect Liability Period</td><td>Twelve (12) Months</td></tr>
<tr><td>14.</td><td>Eligible Taxes</td><td>A) Income Tax & GST IT will be deducted at source as per Govt. Guidelines.
B) Reimbursement of GST will be made only on submission of proper GST invoice as per applicable GST provision. The contractor should comply with the following;
1. Contractor should have GST Registration Number
2. Invoice should specifically/separately disclose the amount of GST levied at applicable rate as per GST provision
3. Contractor should timely file his GST return in accordance with GST provisions to enable the bank to claim the credit of GST paid to the contractor
4. The GST Number of State Bank of India are
For TAMILNADU State -33AAACS8577K1ZW</td></tr>
<tr><td>15.</td><td>Electronic Payment</td><td>Payment shall be made by way of electronic fund transfer by the Bank. Firm should furnish details of the bank, a/c no, IFSC code</td></tr>
<tr><td>16.</td><td>Agency for arranging online bidding</td><td>e-Procurement technologies Limited, Ahmedabad.
<table><tr><th>Name</th><th>Mobile</th><th>Mail Id</th></tr><tr><td>Sujith Nair</td><td>9510813528</td><td>sujith@eptl.in</td></tr><tr><td>Vishal Khilosiya</td><td>9510813528</td><td>Vishal.k@eptl.in</td></tr><tr><td>Nithya Vallavar</td><td>7859800609</td><td>Nithya@eptl.in</td></tr><tr><td>Laxmi Karli</td><td>7859800624</td><td>Laxmi@eptl.in</td></tr><tr><td>Nandan Valera</td><td>9081000427</td><td>Nandan.v@eptl.in</td></tr><tr><td colspan="3">Mail to - etender.support@sbi.co.in</td></tr></table></td></tr>
</table>

17.	Any additional Information	The percentage rates should be inclusive of all materials, labour, wages, fixtures, transportation, installation, all taxes (excluding GST), wastages, Octroi, royalty, green fund, seigniorage, machinery, temporary works such as scaffolding, cleaning, overheads, profit, statutory expenses, incidental charges and all related expenses to complete the works.
18.	EVALUATION OF TENDERS AND FINALIZATION	1. Only those Bidders who qualify in Prequalification & Technical evaluation would be shortlisted and the online price bids (Percentage rate tender) submitted by such shortlisted bidders only will be opened. 2. The L1 Bidder will be selected amongst the shortlisted bidders on the basis of net total of the price evaluation as quoted in the Online bidding. 3. In case, the L1 amount quoted by two or more contractors is the same, such lowest contractors will again be asked to submit sealed / online "Revised + Percentage Offers" on the original Estimated Cost of tender but the revised percentage shall, in no case, be higher than the percentage quoted during their initial offer for the project. The L1 shall be decided on the basis of revised offers. 4. The process of online rebidding amongst the two or more contractors offering same rates shall continue till L1 bidder is discovered. If required, 5. In case, any of such contractors or all contractors (who have quoted same tender amount in the initial bidding or subsequent bidding) refuse to submit revised offer, it shall be treated as "Withdrawal of tender" by the Contractor before acceptance by PL and the EMD of such contractors shall be forfeited and they shall not be allowed to participate in the re-tendering process for the work. 6. **If the final L1 bid is below 10% of the estimated cost then the L-1 contractor has to submit Additional Security Deposit (ASD)/Additional Performance Guarantee (APG). The amount of such ASD / APG shall be the difference between 90% of estimated cost put to tender and the quoted price.** ASD in the format of DD / Banker's Cheque / Bank Guarantee shall be submitted

		within 15 days of intimation of award of work / work order, without which the contractor will not be allowed to start the work and failure of submission of ASD will result in forfeiture of EMD and cancellation of tender. 7. Bank Guarantee/DD/Banker's Cheque favoring "State Bank of India, Chennai" but drawn on any other Nationalized Bank may also be accepted as ASD / APG. 8. If the L1 bidder refuses to give the PBG, then the EMD will be forfeited and the tender will be re-invited. The L1 bidder will not be allowed to participate in the retendering process.
19.	Pre-Bid Meeting	Will be held on **18.11.2026, 15.00 Hrs at** **SBI Chennai Main Branch,** **Rajaji Salai,** **Chennai**.

CHECK LIST TO ACCOMPANY THE TENDER

Sl. No	Title	Document to be Submitted	Scanned documents to be Submitted
(1)	(2)	(3)	(4)
1. a) b)	Registration	Contractors registration under appropriate class with Govt./PSU /MNC. Partnership deed in case of firms & Article of Association in case of Companies	Yes / No
2.	PAN & IT Returns	Copy of Permanent Account Number (PAN) card and copy of latest Income Tax returns submitted along with proof of receipt.	Yes / No
3.	Annual turnover	Annual turnover from construction projects duly certified by a Chartered Accountant supported by profit and loss statement and TDS certificates for last Three Years (Format -I)	Yes / No
4.	Similar work	Experience certificates in support of satisfactory completion of similar building works. (Work order and work completion certificates)	Yes / No
5.	Existing commitments	Statement of existing commitments and ongoing works along with supporting work orders. (Format -II)	Yes / No
6.	Key and critical Equipment	Availability of key equipment essential for this project	Yes / No
7.	Key personnel	CV's (Resume) of Top Management, Site Architect & Project Manager who will be in charge of this project	Yes / No
8.	Litigation history	Information of litigation history	Yes / No
9.	Credit facilities	Credit facilities/solvency certificates from banks	Yes / No
10.	VAT/GST Registration	VAT Registration with TIN & GST number	Yes / No

11.	Craftsmen	List of Skilled & Unskilled craftsmen / Labour under contract with the company and those who will be employed for the project.	Yes / No
12	Safety Policies	Safety steps or policies followed at site.	Yes / No
13	Quality Assurance	Standards / systems followed by the contractor to ensure quality of execution; quality oriented certifications such as ISO / TUV or equivalent	Yes / No
14	Process	Write up about the methodology, sequence of works and a time chart	Yes / No

All experience certificates including those in support of existing commitments issued by an Officer not below the rank of Executive Engineer (or) Equivalent grade.

All the statements copies of the certificates, documents etc., enclosed to the bid shall be given page numbers on the right corner of each certificate.

Note: Based on the number of personnel, their qualifications, marks will be awarded on a proportionate basis.

S. NO	DETAILS
1	Covering Letter in duplicate enclosed.
2	EMD enclosed in favour of 'STATE BANK OF INDIA, CHENNAI' payable at Chennai for an amount of **Rs.13,00,000/- (Rupees Thirteen Lakh only)** vide BC / DD No. : . . . . . dated . . . . . drawn in . . . . . Bank,
3	Duly Filled in Firm details
4	Duly filled in Annexure I – DECLARATION
5	Duly Signed in Annexure II – Letter of Submission from Tenderers.
6	Have read fully the **Appendix A** & **Appendix B (**SALIENT CONDITIONS OF CONTRACT**)**
7	Have fully read the Instruction to Tenderers, General Conditions of Contract, Special Conditions of Contract etc.
8	Have signed all pages of TECHNICAL BID containing Tender document (Vol-I), Technical Specifications (Vol-II), Bill of quantities (Vol-III), Drawing (Vol-IV) and Earnest Money Deposit (EMD).
9	All pages / documents are stamped and signed by the authorized signatory
10	Stamped & signed copy of empty price bid

PRE-QUALIFICATION OF CONTRACTORS

Contractors for PROPOSED RESTORATION OF SBI'S CHENNAI MAIN BRANCH BUILDING (GRADE I HERITAGE STRUCTURE) AT CHENNAI.

1. BRIEF DESCRIPTION OF WORK:

The details given below are indicative and not exhaustive. The following description is provided to apprise the Applicants about the nature, details / scope and are general specifications of work which may be modified by the Bank at a later stage. Detailed specifications, terms and conditions etc. shall be included in the Technical Bid / Price Bid of Tender documents.

Name of work : PROPOSED RESTORATION OF SBI's CHENNAI MAIN BRANCH BUILDING (GRADE I HERITAGE STRUCTURE) AT CHENNAI.

Site Address	**:**	**SBI Chennai Main Branch,Rajaji Salai,Chennai**.
Estimated Project cost	**:**	Rs. **13,17,85,393 /-** Plus GST
Completion period for the work	**:**	Maximum 12 months

Brief description of the building & work:

STATE BANK OF INDIA proposes to restore SBI's Chennai Main Branch Building located in Rajaji Salai,Chennai. The proposed structure is having BUA of approximately 80,000 sq.ft. The proposed restoration to be completed in all respects on FAST TRACK. The time allowed for completion of the total project is 12 months including monsoon period. Work shall, in general, be executed according to General Conditions of the Contract for SBI works. Work shall, in general be executed as per specification, special Technical Specifications, relevant Indian Standard (IS) Codes, NBC etc., drawn by the Architect etc; However for all specialized items of work, the Contractor shall be required to engage specialized agencies for such items of work with prior approval of SBI / Architects as per the criteria in the tender document.

2. MINIMUM ELIGIBILITY CRITERIA FOR PRE-QUALFICATION

The Firms / Contractors applying must fulfil each of the following criteria as civil construction firm. The applications of the firms/contractors not fulfilling the following criteria will not be considered for further process of pre-qualification.

a) The scanned copy of EMD shall be submitted by the bidders with their online bid. The Original physical form of EMD, in case of DD/BC, shall be submitted by bidders within the due date & time of opening of technical bid. In case the EMD/Bid security in original physical form does not reach to SBI Inviting authority within the above cut-off date, bid shall be rejected and not considered.

b) The applicant should be a well-established and reputed establishment (for a minimum period of 7 years as on 30.09.2026) engaged in the Construction of buildings with all trades mentioned (like Civil Works, Roofing & Waterproofing Works, Plumbing & Sanitary Works Painting & Finishing Works, Flooring & Tiling Works, etc.)

c) Must have a valid PAN of Income Tax Department, EPFO Registration, ESCI Registration,

GSTIN number and should have filed income tax returns for the last 3 financial years i.e., **2025-26, 2024-25 & 2023-24**.

d) The Firm should be a reasonably good profit making firm and average annual turnover in last three years ending on 31.03.2026 should not be less than **₹ 3.95 Crores**. The Certificate issued by Chartered Accountant (CA) should clearly mention the turnover & net profit of three financial years i.e., **2023-24, 2024-25 & 2025-26**. Certificate must bear date of its issue. Application without CA certificate may be summarily rejected. The year in which no turnover is shown would also be considered for working out the average.

e) SOLVENCY CERTIFICATE: The contractor should have a solvency of **₹ 3.95 Crs.** issued by any scheduled Bank in India (as per Form – "G") issued not before 31st March, 2026.

f) The Firm should have successfully completed "similar" works of magnitude as specified below during last 7 years ending 30.09.2026 should be either of the following:

i) Three similar completed works each costing not less than **₹ 5.27 Crore** (excluding GST) having:

ii) Two similar completed works each costing not less than **₹ 6.58 Crore** (excluding GST) having:

iii) One similar completed works each costing not less than **₹ 10.54 Crore** (excluding GST) having:

Site Photographs of completed works as above should be enclosed.

g) Amount mentioned above is for Civil Works, Roofing & Waterproofing Works, Plumbing & Sanitary Works Painting & Finishing Works, Flooring & Tiling Works.

h) "**Similar Works**" under this clause shall mean "**Successful completion of comprehensive construction works (inclusive of all trades mentioned above) of Residential buildings/Towers /Institutional / educational / Commercial buildings for Central Govt. Dept. or State Govt. Dept. or Semi Govt. Dept. or PSU or Public sector Banks or Public limited (Listed) Company or reputed private firmss." <u>Buildings which are more than 100 years old / heritage buildings only shall be considered under this category</u>.**

i) Only those Building Works / Projects which are complete in all respects and handed over to the client shall be considered. **Completion Certificates issued by the Competent Authority of the client will only be considered**.

j) **Partial Completion of building work** will not be considered, even if the amount of completed work exceeds the minimum limit as shown at Para 2f(i), (ii) and (iii) and 2(g) above.

k) Office/Commercial will also be considered for pre-qualification.

l) **Consortium / joint venture will not be accepted.**

m) There should not be any adverse noting / comment / report about the applicant by his previous client and / or Bank.

n) **It is mandatory for the bidder to enclose satisfactory completion certificates/s** issued by clients establishing that they have the experience as stated above in **para-2f ('i' to 'iii').**

o) <u>As the scope of works involves Electrical works; the Bidder shall have either of the following.:</u>

The bidder themselves should have a valid Electrical contractor license of appropriate voltage issued by Tamilnadu State Govt. TNEB rules or as amended from time to time.

OR

With prior approval from SBI/Architect should engage an Electrical Contractor for execution of Electrical works, who has the above mentioned licence and requisite experience. In such cases, the main agency shall give an undertaking in the Technical Bid that he would engage an Electrical Contractor who possesses a valid Electrical contractor licence of appropriate voltage issued by Tamilnadu State Govt. TNEB rules or as amended from time to time and the same contractor shall execute the work till completion.

Under such cases the **Electrical Contractor** should have successfully completed "similar" magnitude of electrical works as specified below during last 7 years ending 30.09.2026 should be either of the following:

i) Three similar completed works each costing not less than **₹ 0.29 Crore** (excluding GST) having:

ii) Two similar completed works each costing not less than **₹0.36 Crore** (excluding GST) having:

iii) One similar completed works each costing not less than **₹ 0.58 Crore** (excluding GST) having

Note : 'Similar' shall include Successful completion of comprehensive construction works (inclusive of all trades mentioned above) of Residential buildings/Towers /Institutional / educational / Commercial buildings for Central Govt. Dept. or State Govt. Dept. or Semi Govt. Dept. or PSU or Public sector Banks or Public limited (Listed) Company

The applicant applying for electrical works must hold valid A-class electrical license from the Competent Government Authority issued in the name of Proprietor/Partner/Director of applied firm and should enclose photocopy thereof for verification. Agencies with valid Electrical License from other States applying for this empanelment should obtain valid Electrical License from the Electrical License Board of TNEB / Tamilnadu Government before applying, else will be rejected.

EVALUATION CRITERIA

Applications will be evaluated in the following manner:

1. The eligibility criteria prescribed above (in respect of experience of similar class of works completed) shall first be scrutinized and the applicant's eligibility for pre-qualification for the work be determined.

2. Only the applicants who meet the initial eligibility criteria specified as above will be further evaluated for Quality cum Cost Basis Selection method (QCBS) on the basis of details furnished by them.

3. If necessary, the authorized representatives of SBI will visit any projects / sites which are recently executed / being executed by the applicants, in order to evaluate the performance and quality of work of the applicants. In such case, the applicant will be required to obtain/give them the necessary permission/facilities and arrangements for site visit as required.

4. On the basis of the prequalification criteria mentioned above and after the evaluation of the applicants based on the site visit report, QCBS, credentials submitted by the applicants, confidential reports obtained from various clientele (wherever necessary), applications will be shortlisted. The shortlisted applicants will be considered as the empaneled contractors subject to verification of relevant documents and only from them the tenders for the construction of captioned project will be invited.

5. Merely fulfilling the prescribed minimum prequalification criteria does not entitle the applicant for short listing, which is subject to the verification of documents/ information furnished by the applicants, inspection of work, quality and timely execution of project, seeking confidential performance reports from the client etc.

6. SBI reserves the right to accept or reject any or all applications without assigning any reason thereof and no correspondence will be entertained in this regard. SBI also reserves the right to restrict the list of prequalified contractors to any number deemed suitably by it. This prequalification is neither an assurance nor binding to SBI to award any job/project to the prequalified contractors.

QCBS (Quality & Cost Based Selection)

Bank's Committee will evaluate the submittals for a detailed scrutiny. During evaluation of submittals, the scrutinizing team, may, at its discretion, ask the respondents for clarification of their submittals. The process for evaluation of submittals is as given below-

Technical & Price Evaluation:

Technical submittals conforming to eligibility criteria will be taken up for detailed technical evaluation. The respondents would be required to make a presentation before the Technical Committee if required, for which intimation would be given to the Firms/Agencies/Consultants with a notice of at least 2 days along with date, place and time of such presentation. The parameters and weightages to be used for Technical & Price evaluation will be as follows:

S.No	Description	Maximum Marks
1	**Similar Projects (**executed more than the minimum requirement as stipulated above**) :** ● 1 Project of Rs.15 cr value or 2 Projects of Rs. 7.50 cr value or 3 Projects of Rs.5.00 cr value	10
	● Every additional heritage project – 3 marks each (max 2 more projects)	6
	● Successful conservation of an Indo-Saracenic colonial building of similar style - (2 projects x 5 marks each)	10
	● National / International awards from reputed institutions / organizations for conservation projects – (2 projects x 5 marks each)	10
2.	**Key Personnel** ● **Company Head** a) 20 years field experience or more (4 marks) b) 10 years field experience or more (3 marks) c) less than 10 years field experience (2 marks)	4
	● **Site Architect** a) Heritage Conservation Architect with min 3 years exp (3 marks) b) Architect with min 10 years exp (2 marks) c) Architect with min 3 years exp (1 mark)	3
	● **Project Engineer** a) 20 years field experience or more (3 marks) b) 10 years field experience or more (2 marks) c) less than 10 years field experience (1 mark)	3

S.No	Description	Maximum Marks
3	**Resources deployment**	
	● Material resources (Plant & Machinery as necessary for the project)	3
	● Financial resources - 1 mark for Rs.10 Cr. annual turnover and 1 mark for every Rs. 5 cr thereafter. (Max marks-3)	3
4	Methodology, Process and Time frame that will be adopted for successful execution for the project - a 500 word write up and schedule chart / table explaining the sequence & timeline of execution	4
5	Safety & Quality – documents to be submitted	2
	Safety Standard / Policy undertakings Quality manual / Assurance	2
6	Price Bid (Fs)	40
	Total	**100**

Evaluation Method:

It will be Quality cum Cost Basis Selection (QCBS). Bids of all Bidders shall be evaluated based on the above mentioned criteria to arrive at a combination of Technical and Financial Score for each Bidder.

Calculation of Technical Score (Ts)

As per the parameters mentioned above, markings for each offer shall be awarded by the Bank's committee based on the credentials /documents / site visits / certificates etc as stipulated for a maximum of 60 marks each.

Calculation of Financial Score (Fs)

The Financial Score shall be calculated based on the following

$$\text{Financial Score (Fs)} = \frac{\text{Verified lowest bid}}{\text{Tenderer's bid}} \times 40$$

The Technical Score (Ts) of the Bidder and Financial Score worked out above will be added. The bidder with highest total score will be the preferred bidder and work will be awarded to them.

QCBS Score = Ts + Fs

The documents and contents submitted shall be evaluated by the scrutinizing team comprising of the school authorities, architects and consultants. If necessary additional documents and originals may be requested for verification within a stipulated time space. Due diligence shall be carried out for verification of credentials.

Confidentiality:

Information relating to the examination, clarification and comparison of the Proposals shall not be disclosed to any respondents or any other persons not officially concerned with such process until the engagement process is over. The undue use by any respondent of confidential information related to the process may result in rejection of its proposal. During the execution of the project except with the prior written consent of State Bank of India, Chennai, the consultant and its personnel, the contractor shall not at any time communicate to any person or entity any confidential information acquired in the course of the Agreement.

INSTRUCTIONS TO APPLICANTS

GENERAL INSTRUCTIONS:

1. Please read these instructions carefully before filling up the application form.

2. The application must be submitted in the proforma to be downloaded from our website without editing the text whatsoever. Any violation of this condition shall render the application invalid.

3. The Application form have to be submitted in the prescribed format with Letter of Transmittal along with all the annexures and necessary documents / details as sought in a separate sealed cover supported by prescribed annexures containing other details etc. as mentioned.

4. The applicant should seal and sign each and every page of the application and its annexures / documents failing which their applications may be summarily disqualified.

5. While filling application form please ensure following: -

   - All information called for in the enclosed forms should be furnished against the relevant columns in the forms.
   - If for any reason, information is furnished on separate sheet, this fact should be mentioned against the relevant column.
   - Even if no information is to be provided in a column, a "Nil" or "no such case" or "Not Available" entry should be made in that column.
   - If any particulars/queries are not applicable in case of the applicant, it should be stated as "Not Applicable".
   - The applicants may please note that giving incomplete/unclear information called for in application forms, or making any changes in the prescribed forms, or deliberately suppressing any information, may result in the prescribed formats may result in disqualification of the applicant summarily.

6. Incomplete applications received thus will not be entertained. Delay in submission of any part in postal / courier / hand delivery or any other irregularities at any stage, will not be considered. The SBI will not be responsible for any damage in transit in case of postal / courier / hand delivery

7. Overwriting and using of correcting fluid should be avoided. Corrections, if any, should be made by neatly crossing out and shall be rewritten with initials and date. Pages of the document have to be numbered. Additional sheets, if any added by the contractor, should also be numbered by him. They should be submitted as a package with signed letter of transmittal.

8. The applicant may furnish any additional information, which he/they thinks is necessary to establish his capabilities to successfully complete the envisaged work. He is, however, advised not to furnish superfluous information. No information shall be entertained after submission of Expression of Interest documents unless it is called for by the Employer.

9. References, information and certificates from the respective clients certifying suitability, technical know-how or capability of the applicant should be signed by an officer not below the rank of Superintending Engineer/Chief Project Manager or equivalent.

10. Documents submitted in connection with pre-qualification will be treated as confidential and will not be returned.

11. **LETTER OF TRANSMITTAL**

The applicant should submit the letter of transmittal on the letter head of the applicant attached/appended with Application form along with annexures of pre-qualification document as mentioned / necessitated.

12. **ORGANISATIONAL INFORMATION – BIODATA**

Applicant is required to submit the information in respect of his organization (in Application form) and Biodata of the Directors / Partners / Key associates.

13. **FINANCIAL INFORMATION**

Applicant should furnish the following financial information as per the format as mentioned in Form 'A'.

14. Banker's Details, Chartered Accountant, Annual financial statement for the last three years (in Form 'A') should be supported by audited balance sheets and profit and loss accounts duly certified by a Chartered Accountant, as submitted by the applicant to the Income Tax Department.

15. Name and address of the banker's identification of individuals familiar with the applicant's financial standing and a banker's statement on availability of credit.

16. **EXPERIENCE IN SIMILAR WORKS HIGHLIGHTING MAJOR PROJECTS**

Applicant should furnish the following:

i. List of all Similar works successfully completed during the last Seven years (**in Form "B").**

This list is to be substantiated with the documentary evidence such as copies of work orders, certified final bill copy, satisfactory completion certificate obtained from client etc. without which, the projects mentioned in the format may not be considered for scrutiny. List of works completed before seven years may be mentioned in separate

sheet if the applicant intends to do so. Form B-1 may be submitted project wise as supplementary information for the major projects only executed during the last seven years ending 30.09.2026.

ii. List of the 'similar' projects under execution or awarded (**in Form "C"**).

iii. Particulars of 'Similar' Major completed works (mentioned in **Form "B"**) indicating the performance of the applicant duly authenticated/certified by an officer not below the rank of Superintending Engineer/Chief Project Manager or equivalent should be furnished separately for each major work completed. (**in Form "D"**)

17. **ORGANISATIONAL INFORMATION -OTHERS**

Number of Technical and Administrative Employees in the organization and how they would be involved in this work (**in Form "E"**)

18. **CONSTRUCTION PLANT AND EQUIPMENTS:**

The applicant should furnish the list of tools, plant and equipment (in Form "F"). The applicant shall also furnish the particulars of steel shuttering, centering and scaffolding which he proposes to use for carrying out the work on FAST TRACK basis.

19. **TENDER SUBMISSION**

After evaluation of applications for pre-qualification, based on the evaluation criteria, list of qualified / shortlisted contractors will be prepared.

The employer reserves the right to:-

(a) Amend the scope and value of contract to the applicant.

(b) Reject any or all of the applications without assigning any reason.

20. The SBI reserves the right to verify the particulars furnished by the applicant independently. If any information furnished by the applicant is found incorrect at a later date, he/they shall be liable to be debarred from tendering/taking up of work in SBI and the tender/work will be cancelled, whenever it is noticed. The department will not pay any damages to the Company or firm or the person concerned. The Company or Firm or the person will be also debarred for further participation in any tender in the SBI Further, any breach of this condition by the applicant would also render him liable to be removed from the approved list of contractors of SBI.

21. (a) SBI reserves the right to reject any application without assigning any reason and to restrict the list of pre-qualified contractors to any number deemed suitable by it, if too many applications are received satisfying the basic Pre-Qualification criteria.

(b) Even though an applicant may satisfy the above requirements, he would be liable to disqualification if he has:

(i) Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the pre-qualification document.

(ii) Record of poor performance such as, abandoning work, not properly completing the contract, or financial failures/ weaknesses etc.

22. The applicants who have down-loaded the document from the website, should read the following important instructions carefully before submitting the documents: -

a) The applicants should see carefully & ensure that the complete document contains the pages in all in the document.

b) The printout of document should be taken on 'A-4' size paper only & the printer settings, such that document is printed as appearing in the web & there is no change in formatting, number of pages etc.

c) The applicant should ensure that no page in the down-loaded document is missing else their tender shall be treated as incomplete and will be summarily disqualified.

d) The applicant should ensure that all pages in the down-loaded document are legible & clear & are printed on a good quality paper.

e) The applicant should ensure that every page of the down-loaded document is signed by applicant with stamp (seal) of the applicant company and all the blanks are filled by the Applicant, suitably**.**

f) The applicant shall furnish a declaration as per the format to this effect that no addition / deletion / corrections have been made in the document submitted and it is identical to the document appearing on Website.

g) The applicant who has downloaded the document from website should read carefully & sign the declaration given on the Form E before submitting the document.

h) In case of any doubt in the down-loaded document, the same should be got clarified from this office before submitting the document.

i) The scanned copy of DD/BC's towards EMD shall be submitted by the bidders with their online bid. The Original physical form of EMD, in case of DD/BC's shall be submitted by bidders within the due date & time. In case the EMD/Bid security in original physical form does not reach to SBI Inviting authority within the above cut-off date, bid shall be rejected and not considered.

j) The bidders who are desirous of participating in tenders shall submit the technical bids through online on or before the last date of tender submission.

k) **Price bid to be submitted online only. Physical submission of price bid will be summarily rejected.**

23. The Company or firm or any other person shall not be permitted to seek pre-qualification for the work in case his near relative(s) (directly recruited or on deputation in SBI is / are

posted in any capacity either non-executive or executive employee, near relative(s) for this purpose is/are defined as–

i) Member of Hindu Undivided family (HUF)
ii) They are Husband and wife
iii) The one is related to other in the manner as father, mother, son(s) & son's wife (daughter-in-law), Daughters(s), Daughter's husband (son-in-law), brother(s), brother's wife, sister(s), sister's husband(brother-in-law)

The applicant (principal contractor) shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him or who are near relative to any executive employee/ Gazette officer in the SBI.

24. Efforts on the part of the applicant or his agent to exercise influence or to pressurize the employer would result in rejection of application. Canvassing of any kind is prohibited.

25. Prospective applicants may contact, **The Assistant General Manager(P&E), State Bank of India, Premised and Estate Department, Local Head Office,4th Floor,No 16 College Lane,Chennai-600 006**for any clarification/issue relevant to this notice. However, queries / clarifications (if any) may also be sent to(agmcivil.lhoche@sbi.co.in; agmpre.lhoche@sbi.co.in

26. **DEFECTS LIABILITY PERIOD**

12(TWELVE) months from the date of virtual completion certified by Bank/ Architect.

Any defect, shrinkage, settlement or other faults which may appear with in the "Defects Liability Period" stated in the Appendix i.e. within 12 months after the virtual completion of the works arising in the opinion of the Architect and the Bank, from materials or workmanship not in accordance with the contract, shall upon the directions and writing of the Architect and Employer and within such reasonable time as shall be specified therein, be rectified and made good by the Contractor at his own cost. In case of default, the Employer may employ any other person to amend and make good such defects, shrinkage, settlements or other faults. All damages, loss and expenses consequent therein or incidental thereto shall be made good and borne by the contractor and such damage, loss and expenses shall be recoverable from him by the employer or may be deducted by the Employer, the damages, loss and expenses from any sums that may be due to the contractor or amount retained under condition 38 (Certificate and payment) and in event of the amount retained being insufficient recover the balance from the amount held against EMD & Security deposit or any other amount due or may became due later.

27. INDEPENDENT EXTERNAL MONITOR(IEM)

In compliance with the guidelines of Central Vigilance Commission (CVC), in order to promote transparency, Bank will allot any one or both of the undermentioned IEMs for the project. The contact details are as under;

Shri Satyajit Mohanty IPS(Retd.) satyajitmohanty88@gmail.com	Smt.Rashmi Verma IAS(Retd.) rashmi.naveenverma@gmail.com

- The task of the IEMs shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- The IEMs shall not be subjected to instructions by the representatives of the parties and perform their functions neutrally and independently.
- Both the parties accept that the IEMs have the right to access all the documents relating to the project/procurement, including minutes of meetings. Parties signing this Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.
- As soon as the IEMs notice, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the SBI.
- The contractor accepts that the IEMs have the right to access without restriction to all Project documentation of the SBI. The Contractor will also grant the IEMs, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub -contractors. The IEMs shall be under contractual obligation to treat the information and documents with confidentiality.
- The SBI will provide to the IEMs sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the IEMs, the option to participate in such meetings.
- The IEMs will submit a written report to the designated Authority of SBI/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the SBI and, should the occasion arise, submit proposals for correcting problematic situations.

LETTER OF TRANSMITTAL

(Performa to be typed on the letter head of the Applicant)

The Assistant General Manager(P&E),
State Bank of India,
Premises and Estate Department,
4th Floor, Local Head Office,
No.16, College Lane,
Chennai – 600 006

SUB: SUBMISSION OF TENDER FROM REPUTED HERITAGE CONTRACTORS FOR PROPOSED RESTORATION OF STATE BANK OF INDIA'S CHENNAI MAIN BRANCH(GRADE 1 HERITAGE BUILDING), RAJAJI SALAI CHENNAI.

Dear Sir,

I/We have read, understood & examined the Prequalification documents, along with other details / formats, the receipt of which is hereby duly acknowledged, including subsequent pre-Bid clarifications/ modifications / revisions, if any, furnished by the SBI and we submit our application/offer for the pre-qualification of contractor for construction of office building. The undersigned is authorized to sign the documents/papers, on behalf of the firm and the document delegating this authority is enclosed with this letter.

2. We certify that we have not made any changes in the contents of the pre-qualification document submitted by us, including its amendments/clarifications provided by SBI. We shall abide by the terms & conditions spelt out in the SBI/ bank's notice/pre-qualification invitation.

3. It is further certified that the contents of our Bid are factually correct. We also accept that in the event of any information/ data / particulars proving to be incorrect, SBI will have the right to disqualify us from any or all bidding process.

4. I/We also understand if any false information is detected at a later stage, including in any future contact made between ourselves and State Bank of India, on the basis of the information given by me/us will be treated as invalid by the Bank.

5. We confirm that we have not induced or attempted to induce any other applicants to submit or not to submit an offer /application for restricting competition. Also, we undertake that we will not resort to canvassing with any official of the Bank, connected directly or indirectly with the pre-qualification process to derive any undue advantage. We also understand that any violation in this regard, will result in disqualification of the applicant from further pre-qualification process.

6. We undertake that we will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Bank, connected directly or indirectly with the pre-qualification process, or to any person, organization or third party related

to the contract in exchange for any advantage in the pre-qualification, Bidding, evaluation, contracting and implementation of the contract. We shall abide by all the laws/rules/regulations pertaining to prevention of corruption in force.

7. We understand that you are not bound to accept any particular or all the offers, you may receive. You may reject all or any offer/proposal/application without assigning any reason or giving any explanation whatsoever. I/We agree that the decision of the State Bank of India in selection of the contractors will be final and binding on me/us.

8. We hereby undertake that our name does not appear in any "Caution" list of RBI / IBA or any other regulatory body.

9. We confirm that we do not have any litigation / cases pending against us in any Bank / PSU / State or Central Govt departments. We also confirm that we have not been blacklisted by any Bank / PSU / State or Central Govt Office/ departments for any reasons, except the undernoted (details should be mentioned along with period and reasons thereof).

10. If commercial bidding is done through the online tender process by the Bank, our authorized representative who would participate in the reverse auction process would be possessing a valid digital certificate for the purpose, on behalf of the firm.

11. I/We hereby certify that none of our relatives as per Bank's instructions are employed in State Bank of India. In case at any stage, it is found that information given by me is false/incorrect, State Bank of India shall have absolute right to take any action as deemed fit, without prior intimation to me.

12. I/We also agree that I/We have no objection if inquiries are made about the works listed by me/us in the accompanying sheets or any other inquiry on the information furnished herewith in the accompanying sheets or in respect of papers/documents submitted.

(Signature)
Stamp
Name:
Date:
In the capacity of (for and on behalf of):

Enclosed: 1. Duly completed application with all enclosures
1. Letter of authority for delegation of signing power

2. NOTICE TO CONTRACTOR

ADDRESS:

_____

_____

_____

PROJECT: RESTORATION OF (HERITAGE RESTORATION WORKS) STATE BANK OF INDIA'S CHENNAI MAIN BRANCH, RAJAJI SALAI CHENNAI.

REF: **CIVIL, ELEVATION, ELECTRICAL, CARPENTRY, PLUMBING & SANITARY (INTERNAL & EXTERNAL), LANDSCAPE WORKS ETC.,**

Dear Sirs,

1. On behalf of our clients, The Assistant General Manager, (P&E) State Bank of India, Premises and Estate Department,4TH Floor,Local Head Office,Circle Top House,16,College Lane,Chennai-600 006, we have pleasure in inviting you to E-tender for the aforesaid work.

2. The scope of work broadly as given below is for restoration of SBI's Chennai main branch building ,Rajaji Salai Chennai.

3. Pre bid meeting as per date mentioned at NIT will be conducted at below Address: **State Bank of India Chennai Main Branch, Rajaji Salai, Chennai.**

4. Agency for arranging online bidding-e procurement technologies limited

Name	**Mobile**	**Mail Id**
Sujith Nair	9510813528	sujith@eptl.in
Vishal Khilosiya	9510813528	Vishal.k@eptl.in
Nithya Vallavar	7859800609	Nithya@eptl.in
Laxmi Karli	7859800624	Laxmi@eptl.in
Nandan Valera	9081000427	Nandan.v@eptl.in
Mail to - etender.support@sbi.co.in		

Tender Documents should be filled and uploaded on the site of M/S e-procurement Technologies Limited.

5. The tenderer must obtain for himself, on his own responsibility and at his own expenses, all the information which may be necessary for the purpose of filling this tender and for entering into a contract for the execution of the same and must examine the drawings and inspect the site of the work and acquaint himself with all local conditions and matters pertaining thereto.

6. Each of the tender document's page is required to be signed by the person or persons submitting the tender in token of his/their having acquainted himself/themselves with the General

conditions etc., as laid down. Any tender with any of the documents not so signed will be rejected.

7. The tender documents must be filled in English and all the entries must be made by handwritten. If any of the documents are missing or un-signed, the tender shall be considered invalid.
8. Each and every one of all erasures and additions/alterations made, while filling the tender, must be attested by initials of the tenderer. Failure to comply with either of these conditions will render the tender void. After submission of the tender no advice or any change in rate or conditions will be entertained. All the rates should be quoted both in figures and words. In-case of any discrepancy in rates quoted in words/figures and the amounts, the rate quoted in words shall be taken as final and binding.

9. The tender shall be valid for a period of 90 days from the date of opening.

10. TOTAL SECURITY DEPOSIT: shall comprise of:

    a. Earnest Money deposit
    b. Initial Security deposit
    c. Retention money

    a. The intending tenderer shall deposit with The Assistant General Manager, (P&E) State Bank of India, Premises and Estate Department, 4TH Floor,Local Head Office,Circle Top House,16,College Lane,Chennai-600 006 by Demand Draft as the Earnest Money, as a guarantee, which amount shall be forfeited as liquidated damages, in the event of any evasive/direct refusal or delay in starting the work and or signing the contract. The deposit of the unsuccessful tenderers will be returned, without interest, immediately after a decision is taken regarding the award of the contract. The Earnest money of the successful tenderer will be adjusted towards Security Deposit. A tender not accompanied by Earnest money deposit will not be considered.

    b.The successful tenderer will have to pay further sum equivalent to **2% of his contract value, as Initial Security Deposit (ISD) by means of a D.D./Banker's cheque in favour of STATE BANK OF INDIA ,CHENNAI" Payable at Chennai within 14 days from the date of issue of work order to commence work. The EMD and Security deposit thus paid shall be held by the State Bank of India as Security deposit, for due execution and fulfillment of the contract, till the completion of the work and defect liability period in all respects and shall not bear any interest.**

    c.Together with the money paid under clause 9 of NIT, further retention of 10% of the value of the work done will be deducted from every running bill, till total retention, including EMD and ISD paid earlier, comes to 5% of the contract value, and same shall be held by the Bank as Total Security Deposit. On the Architect's certifying the completion of work, 50% of the total security deposit shall be released to the contractor along with the final certificate of payment, and the balance amount will be retained in the manner stated elsewhere for a further period of twelve months after the completion date recorded in completion certificate, issued by the Architects and agreed to by the Bank.

11. Within **14 Days** of the receipt of intimation from the Architects of the acceptance of his/their tender, the successful tenderer shall be bound to sign an agreement, on a stamp paper in

accordance with the Draft Agreement and conditions of contract attached herewith, but the work order or the written acceptance of a tender by the Employer will constitute a binding agreement between the Employer and the person tendering whether such formal contract is or not signed by the contractor.

12. All compensation or other sums of money payable by the contractors to the clients, under the terms of this contract, may be deducted from the Security Deposit or from any sum that may be or may become due to the contractor on any account whatsoever, and in the event of the Security deposit being reduced by reasons of any such deductions, the contractor shall within 15 days of being asked to do so make good in cash or cheque, any sum which have been deducted from his security deposit.

13. The rates quoted by the Contractor shall include all eventualities, such as heavy rain, sudden floods, accidents, fire, riots etc., which may cause damage to the executed work or which may totally wash out the work. Until the completion certificate is issued to the Contractors, neither the Architect nor the clients will be responsible for such damage or wash out of the construction work.

14. Time is the essence of the contract. The work should be completed **within 12 Months** from the date of commencement. The date of commencement shall be as follows

a) 14 Days from the date of issue of work order.s

Or

b) The day on which the contractor receives the possession of the site whichever is later.

Or

c) The contractor is asked in writing to take over the possession of the site.

The successful contractor will have to give a CPM/PERT chart of various activities of work to be done so that the work gets completed within the stipulated time. The chart shall be submitted within 14 days from the date of acceptance of the tender.

15. If the contractor fails to complete the work by the Scheduled date of completion or within any sanctioned extended time, he will have to pay liquidated damages at the rate of ½% of contract amount for each week of delay the work remains incomplete beyond the completion (Original / extended date), subject to maximum of 5% of the contract value (without extra items).

16. The quantities contained in the Schedule are only indicative. The work as actually carried out and done will be measured from time to time, for which payment will be made subject to the terms and conditions of contract.

17. The unit prices shall be deemed to be fixed prices. In case of extra items, a record of labour charges paid shall be maintained and shall be presented every month for extra/substituted items regularly to the Architects for checking. The settlement will be made based on figures arrived at jointly and taking into account unit prices of items of work mentioned in the contract assigned to the successful tenderers. In case, of extra items, where similar or comparable items are quoted in the tender, extra rates shall invariably be based on those tender rates to the extent reasonable.

18. Our clients, The Assistant General Manager (P&E), State Bank Of India, Premises and Estate Department, 4th Floor,Local Head Office,Circle Top House,16 College Lane,Chennai-6, do not bind themselves to accept the lowest or any tender and reserve to themselves the right to accept or reject any or all tenders, either in whole or in part, without assigning any reason whatsoever for doing so.
19. No employee of the SBI bank is allowed to work as a contractor for a period of two years of his retirement from bank service, without the previous permission of the bank. This contract is liable to be cancelled, if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the bank as aforesaid before submission of the tender or engagement in the contractor's service.

20. The tenderer, apart from being a competent contractor must associate himself with agencies of the appropriate class as the case may be.

ARCHITECTS: CUBOID ARCHITECTURE,
471,Ponnaian Street,Cross cut road,Coimbatore,Tamilnadu
Ph: + 91-422-4378994,995. Email: cbe@cuboidarchitects.com

(Annexure- I)

AFFIDAVIT

(To be submitted by bidder on non-judicial stamp paper of Rs.500/-) duly attested by Notary Public)

Affidavit of Mr. ..... S/o ..... R/o .....

I, the deponent above named do hereby solemnly affirm and declare as under:

1. That I am the Proprietor/ Authorized signatory of M/s ……. Having its Head Office/Regd. Office at ……
2. That the information/ documents/ Experience certificates/ Bank Guarantees(s) submitted by M/s……. along with the tender for …… (Name of work) ……to SBI are genuine and true and nothing has been concealed.
3. I shall have no objection in case SBI verifies those from issuing authority(ies). I shall also have no objection in providing the original copy of any of the document(s), in case SBI demands so for verification.
4. I hereby confirm that in case, any document, information and / or certificate submitted by me found to be incorrect / false / fabricated, SBI at its discretion may disqualify / reject / terminate the bid/ contract forfeit the EMD/ all dues and placed under holiday list as per SBI.

I, ..., the Proprietor / Authorised signatory of M/s..... do hereby confirm that the contents of the above Affidavit are true to my knowledge and nothing has been concealed and that no part of it is false.

DEPONENT

Verified at .....this.....day of .....

DEPONENT

ATTESTED BY (NOTARY PUBLIC)

(Annexure- II)

UNDERTAKING
ACCEPTANCE OF TENDER CONDITIONS

From: (To be submitted in ORIGINAL on the letter head of the company by the authorized officer having power of attorney/as per Board Resolution)

To
The Assistant General Manager(P&E),
State Bank of India,
4th Floor,Local Head Office,
Circle Top House,16 College Lane,
Chennai-6,

Sub: Name of the work & NIT No.:

Sir,

1. This has reference to above referred tender. I/We have read/ viewed all the tender document and bill of quantities, tender drawings, annexures, general conditions, safety condition, technical specifications, special conditions of contact and in all respects in accordance with such conditions so far as they may be applicable. I/ We are pleased to submit our tender for the above work and I/ We hereby unconditionally accept the tender conditions and tender documents in its entirety for the above work.
2. The documents being downloaded from the website and having read and understood all the contents of the Tender Document and Bill of quantities, Tender drawings, Annexures, general conditions, safety condition, technical specifications, special conditions of contact, Amendment till opening of this tender on 04.08.2026 including extended date for submission. However, I /we have visited the website and noticed all amendments, addendum, clarifications uploaded in this tender e-portal till extended date of tender submission if any. The amendments, addendum, clarifications provided on this subject work also incorporated in the offer and have no claim whatsoever it may be.
3. I / We also hereby confirm that I / We have not been blacklisted / debarred from quoting by any Govt. / PSU companies in the last 5 years from the date of Tender Notice either while applying for tender / during the tendering process / during execution.
4. The percentage rates quoted me / undersigned are valid and binding upon me for the entire period of contract and it is certified that the rates quoted are the lowest rates as in any other institution in India.
5. I / We hereby undertake to provide the services as per the directions given in the tender document / contract agreement.
6. I/we are eligible to submit the bid for the subject tender, and I/We are in possession of all the documents required.

Yours faithfully,

(Signature of the tenderer)

With rubber stamp

Dated _____

(Annexure- III)

UNDERTAKING FOR MANPOWER DEPLOYMENT

(To be submitted by bidder on non-judicial stamp paper of Rs.500/-)

This is to certify that We, M/s ……., in submission of this offer confirm that:-

We have carefully gone through the Notice Inviting Tender (NIT) and all the documents, Forms & Annexures, etc. mentioned therein. (Which is sacrosanct) of work of "_____".

(i) Our tender is offered by taking due consideration of all factors including site requirements information and conditions of proposed location of the upcoming project in the detailed Instructions to Bidders to execute the work up to the standards as laid out in the banks requirements and other sections of NIT.

(ii) We agree to employ at our cost adequate number of technical staff during the execution of this work depending upon the requirement of work. For this purpose, the numbers to be deployed, their qualifications, and experience as decided by SBI / Architect shall be final and binding on us. We shall not be entitled to any extra payment in this regard.

(iii) SBI / Architect shall have full power and without giving any reason to us, immediately to get removed any representative, staff and workmen or employees on account of misconduct negligence or incompetence or whose continued employment may in his opinion be undesirable. We shall not claim any compensation on this account.

(iv) The minimum number of Technical Staff required is mentioned in the tender documents. However, the decision of SBI / Architect as to the number of Technical Staff to be adequate for the project and the period for which the required technical staff is required shall be binding on us.

(v) We shall deploy additional manpower as deemed fit and required to complete the project within stipulated completion period, without any additional cost to the bank.

Yours faithfully,

(Signature of the tenderer)

With rubber stamp

Dated _____

APPLICATION FORM

1.	Name of the contractor Firm/ company:	
2.	Type of Organisation (whether Sole Proprietorship, Partnership, private Limited or Co-op. body etc.)	
3.	Year of establishment of the Firm/company	
4.	Whether registered with the registrar of companies / registrar of firms (if so, mention number & date of registration, and submit supporting documents)	
5.	Year since the firm/ company is in the line of business/ activity of construction of multi storeyed residential buildings	
6.	Official/ registered address of the firm/ company	
7.	Correspondence address of the firm/company	
8.	Email-ID of the firm/company	
9.	Landline number (with STD code) of the office/ firm	
10.	Mobile number of the office/ firm/ company	
11.	Name, mobile number & email ID of contact person	
12.	Name/s of partners / proprietor/ directors/ key person of the firm (Details of address, contact number, qualification etc to be submitted at Annexure "C")	
13.	Address of office in Tamilnadu if available.	
14.	Whether Firm is having ISO Certification? Mention details	
15.	Whether member of any professional body/association. Please give details & enclose certificate viz. IGBC	
16.	GST Registration number (Photocopy to be attached)	
17.	PAN No.	
18.	**EMD DETAILS** DD / BC No & Date	

	Name of the Bank Amount:	
19.	Registration for EPF/ RPFC	
20.	Registration for ESIC	
21.	Professional Tax registration no.	
22.	Educational qualification of the proprietor/ partner/ director/key person	
23.	Average annual turnover of the Company as per Audited Balance Sheets as on 31st March 2024, 2025, 2026. (details of turnover during previous F.Y. to be submitted as per format given in Annexure A)	2023-24: 2024-25: 2025-26: ---------- Average:
24.	Total number of Civil works of Commercial/ Office project completed.	
25.	Details of Similar works completed during the last 7 years for Central Govt. Dept./State Govt. Dept./ Semi Govt. Dept. /PSU/Public sector Banks/Airport Authority of India as per format given in annexure (Copies of work orders & completion certificates must be enclosed)	As per format Annexure B & B1
26.	Value of Single Largest Project for Similar Work for Residential buildings / Towers project completed in the last 7 years for Central Govt. Dept./State Govt. Dept./ Semi Govt. Dept. /PSU/Public sector Banks	
27.	Details of Similar work under execution for Central Govt. Dept./State Govt. Dept./ Semi Govt. Dept. /PSU/Public sector Banks	As per format Annexure C
28.	Financial Information as per format given at Annexure A (Enclose copies of audited balance sheet and profit & loss statements and CA Certificate)	As per format Annexure A
29.	Number of years of experience in the Civil, landscape works of commercial/ office buildings for Central Govt. Dept./State Govt. Dept./ Semi Govt. Dept. /PSU/Public sector Banks.	
30.	Name and address of Bankers and position of financial soundness (Enclose solvency certificate or other relevant papers/documents, refer Annexure J)	As per Annexure J
31.	Details of skilled work force provided.	As per format Annexure E

32.	Details of equipment available with the firm –	As per format Annexure F
33.	Mention is blacklisted and / or blacklisting proceedings pending with any client. Details of the same, with reasons, to be furnished.	
34.	Details of disputes /litigations, if any, during the period of last 07 years	
35.	Whether any penalty imposed by law enforcing agencies such as labour department, sale tax, GST, etc.	
36.	Details of penalty / liquidated damage imposed by any client for defective /delayed/non-completion of work or violation of terms of the contract, during the last 7 years, ended on 30.09.2026. If yes, please provide details thereof, with reasons.	
37.	Whether firm had been barred from participating in the bidding process or kept in cooling period/under suspension by any client, during the last 7 years, ended on 30.09.2026. If yes, please provide details thereof, with reasons.	
38.	Please indicate details of any bankruptcy/winding up of proceedings at any point of time in past	
39.	Covering cum declaration / confirmation letter as per Annexure-E	
40.	Declaration regarding near relatives working in the Bank	
	I hereby confirm that all information, particulars, copies of certificates and testimonials in connection with my empanelment are correct and genuine. I am, therefore, liable to face appropriate actions as deemed fit by the Bank in the event of any of the information, particulars, copies of certificates and testimonials are not found correct and genuine.	

BIO-DATA OF THE DIRECTORS/PARTNERS/ KEY ASSOCIATES

1. Name :

2. Date of Birth :

3. Associates with the organization since:

4. Professional Qualification :

5. Professional Experience :

6. Professional Affiliation :

7. Membership in :

8. Details of Published papers : in Magazine / Journals (if any)

9. Details of cost-effective methods/ : innovative techniques adopted **in the projects**

10. Exposure to new materials/ : Technology

Signature of Applicant

FORM 'A'

To be on letter head of Charted Accountant

FINANCIAL INFORMATION

I. Banker Details

Name of the Bank :
Branch with Address :
City :
Contact person in the Bank :
Contact Details :

II. Details of Chartered Accountant

Name :
Address :
Registration details of accountant :
Contact Number :
E-mail address :

III. Financial Analysis – Details to be furnished duly supported by figures in Balance Sheet/Profit and Loss Account for the last three years duly certified by the Chartered Accountant, as submitted by the applicant to the Income-Tax Department (Copies to be attached).

YEARS	2023-24	2024-25	2025-26
(i) Gross Annual turn-over in Similar works			
(ii) Profit/Loss			
(iii) Financial position:			
(a)Cash			
(b)Current Assets			
(c)Current Liabilities			
(d)Working capital (b-c)			
(e)Current Ratio: (Current Assets/Current Liabilities (b/c))			
(f) Acid Test Ratio: (Quick Assets/Current Liabilities (a/c))			

IV. Income Tax Clearance Certificate

V. Solvency certificate from Bankers (Schedule Bank) of Applicant.

VI. Financial arrangements for carrying out the proposed work

Signature of Charted Accountant
With seal

Signature of Applicant(s)
with Seal

FORM'B'

DETAILS OF ALL 'SIMILAR' WORKS COMPLETED DURING THE LAST SEVEN YEARS ENDING BY 30th Sep 2026.

1	2	3	4	5	6	7	8	9	10	11	12	13
S. No.	Name of work/ project & location	Owner or sponsoring organizations	Date of Agreement with the owner	Scope of work executed	Built up area of the project in sqm.	Age of the building	Cost of project work in Crores	Date of commencement as per contract & actual date of commencement	Stipulated Date of completion & Actual date of completion	Litigation/ Arbitration pending/ In progress with details (if any)	Name and address with contact No. of Officer of client to whom reference shall be made	Remarks

Signature of Applicant

Note:

1. Actual date of completion of the project should be within 7 years ending 30.09.2026 for taking into eligibility consideration. The projects mentioned in the above format shall be sorted in the order of cost of the project (Descending order)
2. Add Separate sheet if Required

FORM- B1

SUPPLEMENTARY INFORMATION ON COMPLETED MAJOR WORKS

1. Name of work
2. Location
3. Client's name and address
4. Consultants name and address.
5. Scope of work.

a. Civil Construction works.
   No of Floors in Basement
   No of Floors In Super Structure
   Height of the Building in Meters
   Landscape works

6. Type of power supply system.
7. Type of equipment in substation & for Civil works.
8. Time taken for
   i. Substructure
   ii. Super Structure.
   iii. Total Project.
9. Specialized service, if any, provided, with cost details,
10. Specialized Tools & Plant deployed for the project.
11. Project Management organization structure.
12. Number of shift and its duration adopted in execution.
13. Systems adopted for timely completion of the project.
14. Details of Green Building Features.

Signature of Applicant

FORM 'C'

'SIMILAR' PROJECTS ON HAND - UNDER EXECUTION OR AWARDED

1	2	3	4	5	6	7	8	9	10	11	12	13	14
Sl. No.	Name of work/ project & location	Client / Owner or sponsoring organizations	Type of Client / Owner (Mention Govt/ / Semi Govt / PSU / Autonomous / Private)	Date of Agreement with the owner	Built up area of the project in sqm	Cost of project work in Crores	Age of the building	Date of commencement as per contract & actual date of commencement	Stipulated Date of completion	Up to date percentage of progress of work completed	Delay in progress (if any) and reasons thereof	Name and address with contact No. of Officer of client to whom reference shall be made	Remarks (Indicate whether any show-cause notice issued or Arbitration initiated during the progress work)

Signature of Applicant

Note: The projects mentioned in the above format shall be sorted in the order of cost of the project (Descending order)

FORM 'D-1'

PERFORMANCE REPORT FOR 'SIMILAR' MAJOR COMPLETED WORKS (REFERRED TO IN FORM 'B')

1. Name of the work/
   Project & Location.

2. Scope of work.
   a. No of Floors in Basement
   b. No of Floors in Super structure
   c. Total Built up Area

3. Agreement No &Date.

4. Estimated Cost / Tendered Cost

5. Actual Value of work done

6. Date of commencement
   a. Stipulated date of commencement.
   b. Actual date of commencement.

7. Date of completion
   a. Stipulated date of completion.
   b. Actual date of completion.

8. Amount of compensation levied for delayed completion if any.

9. Arbitration Case If any.

10. Performance report based on

Quality of Work,	**: Very Good / Good / Fair /Poor**
Time Management,	**: Very Good / Good / Fair /Poor**
Resourcefulness	**: Very Good / Good / Fair /Poor**
Financial Soundness	**: Very Good / Good / Fair /Poor**
Technical Proficiency	**: Very Good / Good / Fair /Poor**

Superintending Engineer / Chief Project Manager or Equivalent & (Name of Organization), Date

Note:

1. The performance report is to be submitted separately for all major works mentioned in Form'B'.
2. The performance report preferably be submitted in the above Performa. In case, different Performa is used, the applicant shall ensure that the report / certificate shall contain all the above information /details.

FORM 'D-1 A'

Restoration of State Bank of India's SBI's Chennai Main Branch Building (HERITAGE RESTORATION WORKS) Rajaji Salai, Chennai

NAME AND VALUE OF MAJOR WORKS COMPLETED DURING THE LAST 7 YEARS

Sl. No.	Name of Work /project with address	Name & full postal address of the owner. Specify whether Govt. Under taking along with name, address and contact Nos. of -2-persons (Executive Engineers or top officials of the organization).	Contract amount (Rs.) with copy o f work order & completion certificate from project in-charge)	Stipulated time of completion (months) Enclose clients certificate for satisfactory completion	Actual time of completion (Months)	All the details to pertaining to one work.					If the work is left incomplete furnish or terminated (reasons)	Remarks
						Actual amount of the project cost, if increased, give reasons	Cost of Civil Work	Cost of Electrical work				

Notes:

1. Information has to be filled up specifically in this format only. Please do not write remark "As indicated in
Brochure /Attached Documents".
2. Date shall be reckoned as on **30.09.2026**
3. For certificates, the issuing authority **shall not be less than an Executive Engineer** or equivalent in charge of the relevant work /project.
4. Partial Completion Certificates works will not be considered.

Furnish the names of three responsible clients/persons to whom the highest value of three major works carried out by the applicant with address and telephone number who will be a position to certify about the quality as well as past performance of your organization.		
NAME OF THE OFFICIAL	**ORGANISATION & ADDRESS**	**CONTACT NUMBERS & EMAIL ID**

FORM‘E’

DETAILS OF KEY TECHNICAL AND ADMINISTRATIVE PERSONNEL EMPLOYED IN THE ORGANIZATION

Sr. No.	Designation	Total Number	Names	Educational Qualification	Professional Experience	Length of continuous service with employer in years
1	2	3	4	5	6	7

Signature of Applicant

Note:

1. Details of Technical personnel shall be provided qualification-wise
2. Organization chart of the company, additional information about Technical and administrative personnel, if any, may be submitted on separate sheet

FORM 'F'

DETAILS OF PLANT & MACHINERY, MANUFACTURING UNITS, TOOLS AND EQUIPMENTS LIKELY TO BE USED IN CARRYING OUT THE WORK.

Sr. No	Name of the Tools / Machinery / Equipment	Unit	Make / Model / Capacity or Type	Age in years	Condition of the unit	Ownership Status (mention the quantity)			Current location	Remarks
						Presently owned	To be purchased	Leased		
1	2	3	4	5	6	7	8	9	10	11

Signature of Applicant

Note :

1. Use extra sheet if required

FORM ‘G’

SOLVENCY CERTIFICATE WITH BANK'S DETAIL

This is to certify that M/s _____ address _____ is a customer of our bank and banking with us for the last …… years. Presently, the firm has availed undernoted banking facility/ies:

Sl. no.	Facility	Type of a/c	Present balance	Average balance during last 6 months

2. The conduct of firm's & key person's account has found to be satisfactory. As per the basis of credit facilities provided to the firm/ turnover in the accounts/ details available with us, the firm can be treated as good for any engagement up to a limit of Rs._____(Rupees _____).

3. This certificate is issued on the basis of bank's record/ transactions with the bank, without any guarantee or responsibility on the bank or any of the officers, with confirmation that facts mentioned herein as per our record.

(Signature of Branch Manager with Seal)

Note:
1. Banker's solvency certificate should be on the letter head of the scheduled commercial bank.
2. In case of partnership firm, certificate to include names of all partners as recorded with the bank.

Signature of Applicant

FORM -'H'

DETAILS OF THREE RESPONSIBLE CLIENTS / PERSONS TO WHOM THE MAJOR WORKS CARRIED OUT BY THEAPPLICANT

S.No.	Name of the Official	Organization & Address	Contact Numbers	E-mail ID

(Add separate sheet if required)

Notes:

Information has to be filled up specifically in this format.
Indicate other points, if any, to show your technical competence to indicate any important point in your favour.

Name of Authorized Signatory

FORM -'J'

DETAILS OF LITIGATION / ARBITRATION CASES RESULTING FROM THE CONTRACTS EXECUTED IN THE LAST SEVEN YEARS OR CURRENTLY UNDER EXECUTION

Year	Awarded for or against Applicant	Name of Client	Cause of Litigation and Matter of Dispute	Disputed Amount	Actual Awarded Amount

(Add separate sheet if required)
Notes:
Information has to be filled up specifically in this format.
Indicate other points, if any, to show your technical competence to indicate any important point in your favour.

Name of Authorized Signatory

FORM -'K'

DECLARATION REGARDING NEAR RELATIVES WORKING IN THE STATE BANK OF INDIA

Name of Bank Staff Related to Applicant	Designation	Office/Branch & Place of Posting	Relation with the Applicant

(Add separate sheets if required)
Notes:
Information has to be filled up specifically in this format.
Indicate other points, if any, to show your technical competence to indicate any important point in your favour.

Name of Authorized Signatory

3. ARTICLES OF AGREEMENT

This agreement made the …….day of …… between AGM, State Bank of India, ----------(hereinafter called the Bank or SBI / Employer) which expression shall include the successors and assigns) of the one part and M/s. ……... company / partnership for registered under the Indian Companies Act/ Partnership Act having its registered office……. (Hereinafter called 'the Contractors' 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.

WHEREAS the employer is desirous of execution of _____**(Name of work)**_____ and has caused drawings and specifications describing the works to be done prepared by **Project Architects M/s CUBOID ARCHITECTURE,471,Ponnaian Street,Cross cut road,Coimbatore,Tamilnadu** (hereinafter called "the Architect")

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 contractors have agreed to execute upon and subject to the condition set forth herein and Schedule of items and quantities, General & special Conditions of Contract, specification etc. contained in the tendered documents including all correspondences exchanged by or between the parties from the submission of tender till the award of work, both letters inclusive, (all of which are collectively hereinafter referred to as "the said conditions"). The works shown upon the said drawing and /or described in the said specification and included in the schedule of Items and Quantities at the respective rates therein set forth amounting to the sum of Rs_____ (Rupees _____in words_____) as there in arrived at or such other sum as shall become payable there under (hereinafter referred to as " the said Contract Amount".

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the said Contract amount to be paid at the times and the manner set forth in the said Conditions, the Contractors shall upon and subject to the said conditions execute and complete the work shown upon the said drawings and described in the said specifications and the schedule of items and quantities.

2. The employer shall pay the Contractors the amount or such other sum as shall become payable, at the times and in the manner specified in the said conditions.

3. The term "the Architect" in the said condition shall mean the said "M/s Cuboid Architecture" or in the event of their ceasing to be the Architect for the purpose of this contract for whatever reason, such other person or persons as shall be nominated for that purpose by the Employer, not being a person to whom the Contractor shall object for reasons considered to be sufficient by the Employer provided always that no person or persons subsequently appointed to be Architect under this contract shall be entitled to disregard or over rule any previous decisions or approval or direction given or expressed in writing by the architect for the time being.

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

5. The plans, agreement and documents mentioned herein shall form the basis of this contract.

6. 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.

7. The Bank / Employer reserves to itself the rights of altering the specifications and nature of work by adding to or omitting any item of work or having portions of the same carried out without prejudice to the contract.

8. 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 contractor whichever is later and to complete the entire work within ____(period of contract) months subject never the less to the provisions for extension of time.

9. All payments by the Employer under this contract will be made only at _____.

10. Any dispute arising under this Agreement shall be referred to arbitration in accordance with the stipulations laid down in the tender.

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

12. IN WITNESS WHEREOF the Employer and the contractors 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 herein above written.

Signed on behalf of the	Signed-on behalf of the
STATE BANK OF INDIA	**CONTRACTORS**
In the presence of :	In the presence of :
1. Signature :	1. Signature :
Name :	Name :
Address :	Address :
In the presence of :	In the presence of :
2. Signature :	2. Signature :
Name :	Name :

4. APPENDIX TO GENERAL CONDITIONS OF CONTRACT

APPENDIX TO GENERAL CONDITIONS OF CONTRACT

1.	Earnest Money Deposit (EMD)	: Rs. 13,00,000/-
2.	Initial Security Deposit (ISD)	: 2% of contract value including EMD.
3.	Period of completion	: 12 Months.
4.	Defects Liability period	: 12 months from the day of Virtual Completion.

5.	Agreed Liquidated Damages	: 0.5% of contract amount per week of delay subjected to a maximum of 5% of contract value.
6.	Period of final measurement	: Three months after completion as recorded in the completion certificate.
7.	Minimum value of work to be Executed for issue of interim Certificates for making payment	: Minimum Rs.200.00 Lakhs and above excluding GST
8.a)	Retention money from each bill	: 10% of gross value of each interim bill, subject to 8(b) below.
b)	Total retention money including Earnest money and initial security Deposit	: 5% of the contract value.
9.	Release of Security deposit after Virtual completion	: 50% of the total security to be Released Along. Released along with final certificate of payment, but only after removing all his materials, equipment, labour, huts/force, temporary sheds/stores, all his installations, machinery etc., from the site. Balance payment to be released on submission of Bank Guarantee on any Scheduled Bank, Other than SBI, and its associated banks in the prescribed manner and valid till the completion of defects liability period of 12 months.
10.	Period for honoring certificate	: 15 working days from date of Architects certificate of payment for interim bills and 45 working days for final certificate.
11.	Price Variation Adjustment	: **PVA will not be applicable for the project**

WITNESS :

DATE : SIGNATURE OF THE CONTRACTOR WITH DATE

5. INDEX TO GENERAL CONDITIONS OF CONTRACT

1. Interpretations

2. Scope of Contract

3. Drawings and Specifications

4. Schedule of Quantities

5. Sufficiency of Schedule of Quantities

6. Errors in schedule of Quantities

7. Contractor to provide everything necessary

8. Authorities, Notices, Patent rights and royalties

9. Materials and workmanship to conform to description.

10. The setting out

11. Removal of all offensive matters

12. Opening up works

13. Contractor's superintendence and representative on the work

14. Dismissal of workmen

15. Access to works

16. Employer's representative/PMC

17. Assignment of sub-letting

18. Sub contractors

19. Variations not to vitiate contract

20. Measurement to works

21. Prices of Extras etc., Ascertainment of

22. Unfixed materials

23. Removal of improper work and materials

24. Defects after completion

25. Certificate of virtual completion

26. Other persons engaged by the Employer

27. Insurance in respect of damage to persons and property

28. Contractor's All risk policy

29. Minimum amount of third party Insurance

30. Commencement and completion

31. Delay and extension of time

32. Damages for Non-completion

33. Failure by contractor to comply with Architect's instructions

34. Architect's delay in progress.

35. Supervision of works

36. Prime cost and provisional sums

37. Certificates and payments

38. Notices

39. Termination of contract by the Employer.

40. Termination of contract by the contractor.

41. Matters to be finally determined by the Architects

42. Settlement of disputes (Conciliation / Mediation / Arbitration)

GENERAL CONDITIONS OF CONTRACT

1. **INTERPRETATIONS:**

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

a. "Employer" shall mean Asst. General Manager (Premises & Estates), State Bank of India, 4th Floor,Local Head Office,Circle Top House,16 College Lane,Chennai-6,,and shall include his/their heirs, legal representatives, assignees and successors.

b. "Contractor" shall mean and shall include his/their heirs, legal representatives, assignees and successors.

c. "Banks Engineer" shall mean any Engineer who is employed by State Bank of India or any other Engineer appointed from time to time by the Employer, and certified in writing to the Architect and the contractor, to act as Engineer for the purpose of the Contract in place of the said engineer.

d. "Employer's Representative" shall mean Project Management Consultants employed by the Bank/any assistant of the Engineer or any site engineer/ PMC appointed from time to time by

the employer to perform the duties set forth in clause 17 hereof whose authority shall be notified in writing to the Architect and Contractor by the EMPLOYER.

e. "Architects" shall mean any Engineer/ representative appointed by

f. "Works" shall mean the works to be executed in accordance with contract specifications, quantities etc.

g. "Contract" shall mean the Articles of Agreement, the General Conditions, Special Conditions, the Appendix, the Schedule of Quantities, Specifications and drawings, work order etc., attached hereto and duly signed.

h. "Contract Price" shall mean the sum named in the Tender, subject to such amount additions thereto or deductions there from as may be made under the provisions, hereinafter contained.

i. "Site" shall mean the lands and other places as shown on the site plan, on which the works are to be, provided, by the Employer or Architect for the purpose of the Contract.

j. "Drawings" shall mean the drawings referred to in the contract etc., and any modifications of such drawings approved in writing by the Architect and the Bank and such other drawings as may from time to time be furnished or approved in writing by the Architect and Employer.

k. "Notice in Writing" or written notice shall mean a notice in writing, typed or printed characters sent (unless delivered personally or otherwise provided to have been received) by registered post to the last known private or business address or registered office of the address and shall be deemed to have been received, when in the ordinary course of post, it would have been delivered.

l. "Act of Insolvency" shall mean any Act of Insolvency as defined by the Presidency Towns Insolvency Act, or the Provincial Insolvency Act / Insolvency and Bankruptcy code 2016 or any act amending such original.

m. "Net Prices" if in arriving at the Contract Amount, the contractor has added to or deducted from the total of the items of the Tender any sum, either as a percentage or otherwise, then the net price of any items, in the tender, shall be the sum arrived at by adding to or deducting from the actual figure appearing in the Tender, as the price of that item, a similar percentage or proportionate sum. Provided always that in determining the percentage or proportion of the sum so added or deducted by the contractor, the total amount of any Prime cost items and provisional sums of money shall be deducted from the total amount of the Tender. The expression "net rates" or "net prices" when used with reference to the contract or account shall be held to mean rates or prices so arrived at.

n. "Virtual Completion" shall mean that the building is in the opinion of the Architect and Employer, sufficiently completed for occupation by the Employer, in relation to the scope of work of this contract.

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

2. SCOPE OF CONTRACT:

The contractor shall carry out and complete the said work in every respect in accordance with this contract with the directions of and to the satisfaction of the Architect and Employer. Architect, with the approval of the Employer, may issue further drawings and/or written instructions, details, directions and explanations, which are hereafter collectively referred to as "Architect's Instructions" in regard to:

a. The variations or modifications of the designs, quality or quantity of works or the addition or omission or substitution of any work.

b. Any discrepancy in the drawings or between the Schedule of Quantities/ or drawings and/or specifications etc.

c. The removal and/or re-execution or any works executed by the contractor.

d. The removal from the site of any material brought there on by the contractor, and the substitution of any other material therefrom.

e. The dismissal from the works of any person employed thereupon.

f. The opening up for inspection of any work covered up.

g. The amending and making good of any defects under clause 24 "Removal of Improper works and Materials".

The contractor shall forthwith comply and fully execute any work comprised in such Architect's instruction, provided always that instructions, directions and explanations given to the contractor or his representative upon the works by the Architect shall, if involving a variation, be confirmed in writing by the contractor or within 7 days, and if not dissented from in writing within further 7 days by the Architect, such shall be deemed to be the Architects instructions within the scope of contract.

If compliance with the Architect's instructions as aforesaid involved work and/or expense and/or loss beyond that contemplated by the contract, then unless the same were issued owing to some breach of this contract by the contractors, the employer shall pay to the Contractor on the Architect's certificate, the price of the said work (as an extra to be valued as herein after provided) and/or expense and/or loss.

3. DRAWINGS AND SPECIFICATIONS:

The works shall be carried out to the entire satisfaction of the EMPLOYER and the Architect, in accordance with the signed contract document, drawings and specifications and such further drawings and details as may be provided by the Architect, and in accordance with such written instructions, directions and explanations, as may from time to be given by the Architect and the bank, whose decision as to the sufficiency and quality of the work and materials shall be final and binding on the contractor. If the work shown on any such further drawings or work that may be necessary to comply with any such instructions, directions or explanations, be in the opinion of the contractor outside the scope of work or reasonably could not be inferred from the contract, he shall before proceeding with

such work, give notice in writing to this effect to the Architect and the Bank, and in the event of the Architects and the Bank agreeing to the same in writing, the contractor shall be entitled to an allowance in respect of such extra work as an authorized extra. If the Architect and the contractor fail to agree, as to whether or not there is an extra, then, if the Architect decided that the contractor is to carry out the said work, the contractor shall do so, and the question whether or not there is any extra and if so, the amount thereof, shall failing agreement be settled by Arbitration as hereinafter provided, but such reference shall in no way delay the fulfillment of this contract.

No drawing shall be taken as in itself an order for variation, unless in addition to the Architect's signature, it bears express works stating that it is intended to be such an order or bears a remark "GOOD FOR CONSTRUCTION". No claim for payment for extra work shall be allowed, unless the said work shall have been executed under the provisions of clause 8 (Authorities, notices, patents, rights and royalties) or by the authorities, of directions in drawing of the Architect as herein mentioned.
One complete set of the signed drawings and a copy of contract document (specifications and schedule of quantities etc.) shall be furnished by the Architect to the contractor. The Architect shall furnish within such time as he may consider reasonable, one copy of any additional drawings, which in his opinion may be necessary for the execution of any part of the work. Such copies shall be kept at the works, and the Architect or his representatives shall, at all reasonable times have access to the same and shall be returned to the Architect by the Contractor, before the issue of the final certificate. The original contract documents shall remain in the custody of employer.

4. SCHEDULE OF QUANTITIES:

The Schedule of Quantities unless otherwise stated shall be deemed to have been prepared in accordance with the Standard Procedure of the Bank / Architects and shall be considered to be approximate and no liability shall attach to the Architect for any error/variations that may be discovered therein.

5. SUFFICIENCY OF SCHEDULE OF QUANTITIES:

The contract shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the prices stated in the schedule of Quantities and/or the Schedule of Rates and Prices, which rates and prices shall cover all things necessary for the proper completion of the works.

6. ERRORS IN SCHEDULE OF QUANTITIES:

Should any error appear in the Schedule of Quantities, other than in the Contractor's prices and calculations, it shall be rectified and such rectification shall not vitiate the contract but shall constitute a variation of the contract and be dealt with as an authorized extra or deduction.

7. CONTRACTOR TO PROVIDE EVERYTHING NECESSARY:

The contractor shall provide everything necessary for the proper execution of works according to the true intent and meaning of the drawings, specifications and the Schedule of Quantities etc., taken together, whether the same may or may not be particularly shown or described there in, provided the same can be inferred there from. The several document forming the contract are to be taken as

mutually explanatory to one another; detailed drawings and figured dimensions in preference to scale, and special conditions in preference to General conditions and particular specifications in preference to General specifications.

In case of discrepancy between the Schedule of Quantities, the specifications and/or the drawings, the following order of preference shall be observed: -

i) Description of Schedule of Quantities.
ii) Particular specifications and special condition, if any.
iii) Drawings.
iv) C.P.W.D. specifications.
v) Indian Standard specifications of B.I.S.

If there are varying or conflicting provisions made in any document forming part of the contract, the SBI/Architect shall be the deciding authority, with regard to the intention of the document and his decision shall be final and binding on the contractor.

Any error in description, quantity or rate in schedule of quantities or any omission there from shall not vitiate the contract or release the contractor from the execution of the whole or any part of the works expressed therein according to drawings and specifications or from any of his obligations under the contract.

The contractor shall make his own arrangements for providing water for carrying out the work, at his own cost. If water from any source other than Municipal main is to be used for construction, the same shall be tested at the contractor's cost, and a report submitted to the Architect for his approval, before such water is used for the works. Temporary Electrical connections including power connections, lightings as necessary shall be carried out by the contractor to facilitate execution, supervision and completion of work at their cost and all the charges there of should be borne by them. However, power source shall be given by the Bank in one point and necessary supply can be tapped by the contractor from that location for temporary lighting and power.

The contractor shall supply, fix and maintain at his cost, during the execution of any works, all the necessary centering, scaffolding, staging, planking, timbering, strutting, shoring, pumping, fencing, hoarding, watching and lighting during nights as well as by day required not only for the proper execution and protection of the said works, but also for the protection of the public and the safety of any adjacent road, streets, cellars, vaults, pavements, walls, houses, buildings and all other erections, matters or things. The Contractor shall take down and remove any or all such centering, scaffolding, staging, planking, strutting, shoring etc., as occasion shall require or when ordered or so to do, and shall fully reinstate at his own cost and make good all the matters and things disturbed during the execution of the works to the satisfaction of the Architects.

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

8. **AUTHORITIES, NOTICES, PATENT RIGHTS AND ROYALTIES:**

The contractor shall conform to the provisions of the statutes relating to the works, and to the regulation and by laws of any local authority, and of any water, lighting and other companies or authorities, with whose systems the structures are proposed to be connected; and shall before making any variation from the drawings or specifications, that may be necessitated by so conforming, give to the Architects a written notice, specifying the variations proposed to be made and the reason for making it and apply for instruction thereon. In case, the contractor shall not within ten days receive such instructions, he shall proceed with the work conforming with the provisions, regulations or by laws in question.

The contractor shall bring to the attention of the Architect all notices required by the said acts, regulations or bylaws to be given to any authority, and pay to such authority or to any Public Officer all fees that may be properly chargeable in respect of the works, and lodge the receipts with the Architects.

The contractor shall indemnify the Employer against all claims in respect of patent rights, designs, trademarks or name or other protected rights in respect of any constructional plant, machine, work or material used for or in connection with works or temporary works and from and against all claims, demands, proceedings, damages, costs, charges, and expenses whatsoever in respect thereof or in relation thereto. The Contractor shall defend all actions arising from such claims, unless he has informed the Architects, before any such infringement and received their permission to proceed, and shall himself pay all royalties, licence fees, damages, cost and changes of all and every sort that may be legally incurred in respect thereof.

9. **SEIGNIORAGE CHARGES:**

The Seigniorage charges / Green fund / Octroi / Royalty etc claimed to the Bank by the Government (if any) will be recovered from contractor's bill as per the rates prescribed in the contract documents for the materials used on the work only. The Seigniorage charges to be deducted at source at the rates prevailing from time to time as per Government of Tamilnadu Department of Mines and Geology notification or as applicable.

10. **MATERIALS AND WORKMANSHIP TO CONFORM DESCRIPTION:**

All materials and workmanship shall, so far as procurable be of the respective kinds specified in the Schedule of Quantities and/or specifications and in accordance with the Architect's instructions and the contractor shall on the request of the Architects furnish to them all invoices, accounts, receipts and the other vouchers to prove that the materials comply therewith. The contractor shall at his own cost arrange for and/or carry any test of any materials, which the Architect & Employer may require. The costs of materials used for testing, packing, transportation and testing shall be borne by the contractor and his quoted rates/amounts shall include all such expenses/contingencies.

10a. In case of non-availability of specified Make/brand of any material including steel and cement the alternate make/brand will be given by the Employer/Architect.

11. **THE SETTING OUT:**

The Contractor shall at his own expense, set out the works accurately in accordance with the plans and to the complete satisfaction of the Bank/Architect. The Contractor shall be solely responsible for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions and alignment of all parts thereof. If at any time any error shall appear during the progress or on completion of any part of the work, the contractor shall at his cost rectify such error if called upon to the satisfaction of the Architects/Employer. The work shall from time to time be inspected by the Architect and/or his representatives, but such inspections shall not exonerate the contractor in any way from his obligation to remedy any defects, which may be found to exist at any stage of the work or after the same is completed, at his own cost.

12. REMOVAL OF ALL OFFENSIVE MATTERS:

All soil, filth or other matter of an offensive nature, taken out of any trench, sewer, drain, cesspool or other place shall not be deposited on the surface, but shall at once be carried out away by the contractor to some pits or place provided by them and shall be disposed off as per the rules and regulations of the Local authorities concerned.

13. OPENING UP WORKS:

The contractor shall notify the Architect in writing immediately, the trenches or excavation as shown on the drawings are get ready or as soon as any ground is cut into which, from unexpected causes, appears need for immediate attention. After notifying the Architect, he shall await instructions, which shall be given within ten days of receipt of such notice. If the contractor put in any parts of the foundations before he has so notified the Architect and received instructions, he shall be liable to reinstate all such work that may be subsequently, at any time, damaged on account of any defect or insufficiency of the foundations. The Contractor shall at the request of the Architect, within such time as the Architect so desires, open for inspection any work, and should the contractor refuse or neglect, to comply with such request, the employer, through the Architect may employ other workmen to open up the same. If the said work has been covered up in contravention of the Architect's instructions, or if, on being opened up, it be found in accordance with the drawings and specifications, or the instructions of the Architect or otherwise, the expenses of such other workmen shall be borne by and recoverable from the contractor, or may be deducted from any money due or which may become due to the contractor. If the work has not been covered up in contravention of such instruction, and be found in accordance with the said drawings and specifications and instructions, then the expenses aforesaid shall be borne by the Employer and be added to the contract sum, provided always that in the case of foundations or of any other urgent work so opened up and requiring immediate attention, the Architect shall within seven days after receipt of the written notice from the contractor that the work has been opened, make or cause the inspection thereof to be made, and at the expiration of such time, if such inspection shall not have been made, the contractor may cover the same and shall not be required to open it up again, except at the expenses of Employer.

14. CONTRACTOR'S SUPERINTENDENCE & REPRESENTATIVE ON THE WORKS:

The contractor shall give all necessary personal superintendence during the execution of the works and so long thereafter as the Architect may consider it necessary until the expiration of the "Defects Liability Period" stated in clause 25. The Contractor shall meet the Architect or his representative, whenever required and so informed by the Architect.

The Contractor shall maintain and be represented at site at all times, while the work is in progress, by a responsible and efficient foreman, approved by the Architect and who must thoroughly understand all the trades entailed and be constantly in attendance while the men are at work. Any directions, explanations, instructions or notices give by the Architect & Employer to such foreman shall be deemed to have been given to the contractor and shall be binding as such on the contractor. The Site Engineer shall be thoroughly conversant with the English /Tamil/Hindi language and should be able to read, write and speak English / Tamil/Hindi.

15. **DISMISSAL OF WORKMEN:**

The contractor shall on the request of the Architect and Employer immediately dismiss from the works any person employed thereon who may, in the opinion of the Architect and Employer be unsuitable or incompetent or who may misconduct himself, and such person shall not again be employed or allowed on the works without the permission of the Architect & Employer.

16. **ACCESS TO WORKS:**

The Architect, the Employer and any person authorized by them shall at all reasonable times have free access to the works and to the workshops, factories or other places where materials are being prepared or constructed by the contract and also to any place where the materials are lying or from which they are being obtained. The Contractor shall give every facility to the Architect and the Employer and their representatives for inspection and examination and test of the materials and workmanship. No person, unless authorized by the Architect or the Employer, except the representatives of Public authorities, shall be allowed on the works at any time. If any work is to be done at a place other than the site of works, the contractor shall obtain the written permission of the Architect for doing so.

17. **EMPLOYER'S REPRESENTATIVE/PMC:**

The Employer may appoint an assistant to the Engineer, any Site Engineer or Project Management Consultant (PMC), who shall be the representative of the Employer. The duties of the Employer's representatives are to watch and supervise the works and to test any materials to be used and of workmanship employed in connection with the works. He shall have no authority either to relieve the contractor of any of his duties or obligations under the contract, or except those expressly provided hereunder, to order any work involving delay or any extra payment by the Employer or any variation of or in the works.

The contractor shall afford the Employer's representative every facility and assistance for examining the works and materials and checking and measuring item and materials. Neither the Employer's representative nor any assistant to the Architect shall have power to revoke, alter, enlarge or relax the requirements of this contract, or to sanction any new-work, additions, alterations, deviations or omissions unless such an authority may be specially conferred by a written order of the Architect and Employer.

The Employer's representative shall have to give notice to the Contractor or his representative about the non-approval of any work or materials and such works shall be suspended or the use of such materials should be discontinued until the decision of the Architect is obtained. The work will from time to time be examined by the Architect or the Employer's representative, but such examinations

shall not in any way exonerate the contractor from the obligation to remedy any defects, which may be found to exist at any stage of the work or after the same is completed. Subject to the limitations of the clause, the contractor shall take instructions only from the Architect and Employer.

18. ASSIGNMENT OF SUB-LETTING:

The works included in the contract shall be executed by the contractor and the contractor shall not directly or indirectly transfer, assign or underlet the contract or any part/share thereof or interest therein without the written consent of the Architect and Employer, and no undertaking shall relieve the contractor from the full and entire responsibility of the contract or from active superintendence of the works during their progress.

19. SUB-CONTRACTORS:

All specialists, merchants, tradesmen, and others, executing any work or supply and fixing any goods for which prime cost prices or provisional sums are included in the Schedule of Quantities and/or specifications, who may be nominated or selected by the Architect and employer and hereby declared to be sub-contractors employed by the Contractor, are herein referred to as nominated sub-contractors. No nominated sub-contractors shall be employed on or in connection with the works, against whom the contractor shall make reasonable objection or (see where the Architect and contractor shall otherwise agree), who will not enter into a contract provided.

a. The nominated sub-contractors shall indemnify the contractor against the same obligations in respect of the sub-contract as the contractor is under, in respect of this contract.

b. The nominated sub-contractors 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 plant, the property of the contractor or under any Workman's Compensation Act in force.

c. Payment shall be made by the contractor to the nominated sub-contractor, within 14 days of receipt of the Architect's certificate, provided that before any certificate is issued, the contractor shall upon request furnish to the Architect proof that all nominated sub-contractor's account included in the previous certificates have been duly discharged; in default whereof the Employer may pay the same upon a certificate of the Architect and deduct the amount thereof from any sums due to the contractor. The exercise of this power shall not create any contract between Employer and Sub-contractor.

20. VARIATIONS NOT TO VITIATE CONTRACT:

The contractor shall when directed in writing by the Architect, omit from or vary works shown upon the drawings or described in the specifications or included in the priced schedule of quantities, but the contractor shall not make any alterations or additions to or omissions from the works or any deviations from the provisions of the Contract without such authorizations or direction in writing from the Architect and Employer.

No claim for any extra item or deviations shall be allowed, unless it shall have been executed by the Authority of the Architect and Employer as herein mentioned. Any such extra item or deviation is hereinafter referred to as an authorized extra item or deviation. No variations i.e., additions, omissions or substitutions shall vitiate the contract.

The rate of items not included in the bill of quantities shall be settled by the Architect and Employer in accordance with the provisions of clause 22, hereof.

21. MEASUREMENTS OF WORKS:

The Architect/PMC may from time to time intimate the Contractor that he requires the works to be measured and the contractor shall forthwith attend or send a qualified agent to assist PMC/Architect's representative in taking measurements and calculations, and to furnish all particulars or give all assistance required by either of them.

Should the contractor not attend or neglect or omit to send such an agent, then the measurements and calculations, and to furnish all particulars or give all assistance required by either of them.

Should the contractor not attend or neglect or omit to send such an agent, then the measurements taken by the PMC/Architects representative approved by them shall be taken to be the correct measurements. The mode of measurements wherever not mentioned in contract documents be taken in accordance with the Indian Standard of Method of measurements of building works (I.S.1200 – 1958) and its revisions, if any. In case of any discrepancy between various contract documents on mode of measurements, the mode given in Bill of Quantities will take precedence over others.

The contractor or his agent may at the time of measurement take such notes and measurements as he may require.

All authorized extra works, omissions and all variations made without the Architect's knowledge, if substantially sanctioned by him in writing shall be included in such measurements.

22. PRICES FOR SUBSTITUTIONS/EXTRA ETC., ASCERTAINMENT OF:

Should it be found after the completion of the works from measurements taken (in accordance with the previous paragraph) that any of the quantities or amounts specified for the works in the priced schedule of quantities of work thus ascertained are less or greater than the amounts and/or tender or that any variations, is made, and any substituted/ extra (new) items have been executed, the valuation of such quantities/items, amounts or variations, unless previously or otherwise agreed upon, shall be made in accordance with the following rules:

a. The net rates or prices in the original tender shall determine the valuation of the extra (additional quantities and or extra/substituted item of work), where that work is of a similar character and executed under similar conditions of the work priced therein. This applied to extra and substituted items of work to the extent, they are similar in nature to the items in the contract.

b. The net prices given in the original ender shall determine the value of the items omitted, provided if omissions vary the conditions under which any remaining items of work are carried out, the prices for the same shall be valued under thereof.

c. Where extra/substituted item of works are not of similar character (either partly & fully) and/or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items of works are carried out or if the amount of any omission or additions relative to the amount of the whole of the contract works or to be any part thereof shall be such that in the opinion of the Architects the net rate or price contained in the priced schedule of quantities or tender or for any item of the work involves less or more beyond that reasonably contemplated by the Contractor or is by reason of such omission or addition rendered unreasonable for in-applicable, the Architect shall fix in consultation with the Employer such other rates or prices as in the circumstances he shall think reasonable and proper, which shall be final and binding on the contractor. For extra and substituted items this will apply for portions of the items for which, items of similar nature are not available in the contract.

d. Where extra and or substituted items of work cannot be properly measured or valued, the contractor shall be allowed based on the net local day work rates and wages for the district and prevalent market rates for materials etc., at the time of ordering that item; provided that in either case vouchers for wages paid specifying the daily time (and if required by the Architect, the workmen's name) and materials employed at or before the end of the week following that in which the work has been executed.

The measurements and valuations in respect of the extra and substituted items of work shall be completed within the "Period of final measurement" or within 3 (three) months from the completion of the contract works as defined under clause No.26 (certificate of virtual completion.

23. UNFIXED MATERIALS:

When any materials intended for the works shall have been placed at site by the contractor, such materials shall not be removed there from (except for the purposes of being used on the works) without the written authority of the Architect and Employer and when the contractor shall have received payment in respect of any certificate in which the architect shall have stated that he has taken into account the value of such unfixed materials on the works such materials shall become the property of the Employer and the Contractor shall be liable for any loss or damage to any such materials.

24. REMOVAL OF IMPROPER WORK AND MATERIALS:

The Architect shall, during the progress of the works, have power to order in writing from time to time the removal from the works, within such reasonable times as may be specified in the order, of any materials which in the opinion of the Architect and Employer are not in accordance with the specifications or the instructions of the Architect and Employer; and the substitution with proper materials and the removal and proper re-execution of any work, which has be executed with materials or workmanship, not in accordance with the contract/drawings and specifications or instructions etc., the contractor shall forthwith carry out such orders at his own cost. In case of default on the part of

the contractor to carry out such orders, the Employer shall have the power to employ and pay other persons to carry out the same and all expenses consequent thereon or incidental thereto shall be borne by the Contractor, and shall be recoverable from the contractor by the Employer, or may be deducted by the Architect, from any money due or may become due to the contractor for this work or on any other account.

Instead of this procedure for work not done in accordance with the contract, the Architect and Employer may allow such work to remain, and in that case may make allowance for the difference in value together with such further allowance for damages to the Employer, as in his opinion may be reasonable. This allowance shall be recoverable from the contractor by the Employer, or may be deducted by the Architect, from any money due or may become due to the contractor for this work or on any other accounts. The decision of Architects in these matters shall be final and binding on the contractor.

25. DEFECTS AFTER COMPLETION:

Any defect, shrinkage, settlement or other faults which may appear with in the "Defects Liability Period" stated in the Appendix i.e. within 12 months after the virtual completion of the works arising in the opinion of the Architect and the Bank, from materials or workmanship not in accordance with the contract, shall upon the directions and writing of the Architect and Employer and within such reasonable time as shall be specified therein, be rectified and made good by the Contractor at his own cost. In case of default, the Employer may employ any other person to amend and make good such defects, shrinkage, settlements or other faults. All damages, loss and expenses consequent therein or incidental thereto shall be made good and borne by the contractor and such damage, loss and expenses shall be recoverable from him by the employer or may be deducted by the Employer, the damages, loss and expenses from any sums that may be due to the contractor or amount retained under condition 38 (Certificate and payment) and in event of the amount retained being insufficient recover the balance from the amount held against EMD & Security deposit or any other amount due or may became due later.

26. CERTIFICATE OF VIRTUAL COMPLETION:

The contractors shall intimate in writing to the Architects, as and when the works are complete in all respects in order to enable the Architect to intimate the Employer to take possession of the same. The works shall not be considered as virtually completed, until the Architect has certified in writing that the same have been "Virtually completed" and accepted by the employed. The defects liability period shall commence, only from the date of such virtual completion certificate.
On successful completion of entire works covered by the contract to the full satisfaction of the SBI, the contractor shall ensure that the following works have been completed to the satisfaction of the SBI.

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

b) Demolish, dismantle and remove the contractor's site office, temporary works, structures including labour sheds/camps and constructions and other items and things whatsoever brought upon or erected at the site or any land allotted to the contractor by the SBI and not incorporated in the permanent works.

c) Remove all rubbish, debris etc from the site and the land allotted to the contractor by the SBI and shall clear, level and dress, compact the site as required by the SBI.

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

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

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

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

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

27. OTHER PERSONS ENGAGED BY THE EMPLOYER:

The Employer reserves the right to use the premises and any portions of the site for the execution of any work not included in this contract which he may desire to carry out through other persons, and the contractor is to allow all reasonable facilities for the execution of such work, except by special arrangement with the Employer. Such work shall be carried out in such a manner a not to impede the progress of the works included in the contract, and the contractor shall not be responsible for any damage or delay which may happen to or be occasioned by such work.

28. INSURANCE IN RESPECT OF DAMAGE TO PERSONS AND PROPERTY:

The contractor shall be responsible for all injury to persons, animals or things and for all structural and decorative damage to property, which may arise from operation or neglect of himself or any of his or sub-contractor's employees, whether or any other cause whatever in any way connected with the carrying out of this contract. This clause shall be held to include, inter alia any damage to buildings, whether immediately adjacent or otherwise, any damage to roads, caused to the buildings and works forming the subject of this contract by frost or other inclement weather. The contractor shall indemnify the employer and hold him harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any acts of government or otherwise, and also in respect of any award of compensation or damages consequent upon such claim.

The Contractor shall reinstate all damages of every sort mentioned in this clause, so as to deliver up the whole of the contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property of third parties.

The contractor shall indemnify the Employer against all claims which may be made against the Employer, by any member of the Public or other party, in respect of anything which may arise in respect of the works or in consequence thereof and shall at his own cost, effect and maintain until one month after the works are taken over by the Employer or three months after the date of completion of the contract with an approved office, a policy of Insurance in the joint names of the Employer and the contractor against such risks and signing of the contract. The contract shall also indemnify the

employer against all claims which may be made upon the Employer whether under the Workmen's compensation act or any other statute in force during the currency of this contract or at common law in respect of any employees of the contractor or of any sub-contractor and shall at his own expense effect and maintain until one month beyond the virtual completion of the contract, with an approved office. A policy of Insurance in the joint names of the Employer and the Contractor against such risks and deposit such policy or policies with the Architects from time to time, during the currency of the contract. In default of the contractor insuring as provided above, the Architect on behalf of the Employer may so insure and may deduct the premiums paid from any money due or which may become due to the contractor.

The contractor shall be responsible for anything which may be excluded from the Insurance Policies above referred to and also for all other damages to any property arising out of and incidental to the negligent or defective carrying out of this contract however, such damage shall be caused.
The Contractor shall also indemnify the Employer in respect of any costs, charges or expenses arising out of any claim or proceedings and also in respect of any Award of or compensation of damages arising there from.

The Employer with the concurrence of the Architect shall be at liberty and is hereby empowered to deduct the amount of any damages, compensations, costs, charges and expenses arising or occurring from or in respect of any such claims of damages from any sums due or to become due to the contractor.

29. **CONTRACTOR'S ALL RISK POLICY:**

The contractor shall within 14 days from the date of commencement of the work insure the works at his cost and keep them insured until one month after the works are taken over by the Employer or three months after the date of completion whichever is earlier, against loss or damage by fire and usual risks other than fire against which insurers generally provide cover in a CONTRACTOR'S ALL RISK POLICY, with an insurer to be approved the Architects, in the joint names of the Employer and contractor (the name of the former being placed first in the policy), progressively for the full amount of the contract, in three stages, beginning with 1/3 of the contract value, and for any further sum as called upon to do so by the Architect, with the prior written consent of the Employer, the premium of such further sum being allowed to the contractor as an authorized extra. Such policy shall cover the property of the Employer only and Architects and surveyor's fees for assessing the claim and in connection with his services generally in reinstatement and shall not cover any property of the contractor of any subcontractor or employee. The contractor shall deposit the policy and receipts for the premiums paid with the Architects, within twenty-one days of the date of commencement of work, unless otherwise instructed, as provided above failing which the employer or the Architect on his behalf may insure and may deduct the premium paid from any money that may be due or that may become due to the contractor. The contractor shall as soon as the claim under the policy is settled, or the work reinstated by the insurers should they elect to do so, proceed with all due diligence with the completion of the works in the same manner as though the fire or other such risk had not occurred and in all respects under the same conditions of contract.

The contractor in case of rebuilding or reinstatement after fire or other such usual risk shall be entitled to such extension of time for completion as recommended by the Architect.

Please refer Special Conditions of Contract, clauses.

30. **MINIMUM AMOUNT OF THIRD-PARTY INSURANCE:**

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

The minimum insurance cover in case of death is **Rs.25.00 lakhs** per occurrence and in case of injuries proportional paid by the contactor. After each occurrence contractor will pay additional premium necessary to make insurance valid for subsequent occurrences also.

31. **COMMENCEMENT AND COMPLETION:**

The contractor shall be allowed admittance to the site on the "Date of Commencement" stated in the Appendix, and he shall thereupon and forthwith begin the works and shall regularly proceed with and complete the same (except such painting or other decorative work as the Architect may desire to delay) on or before the 'Day of Completion" started in the Appendix subject nevertheless to the provisions for extension of time hereinafter contained.

32. **DELAY AND EXTENSION OF TIME:**

If in the opinion of the Architect the works be delayed:

a. by force majeure, or

b. by reason of any exceptionally inclement weather, or

c. by reason of proceedings taken on threatened by or dispute with adjoining or neighbouring owners or public authorities arising otherwise, than through the contractor's own default, or

d. by the works or delays of the contractors or tradesmen engaged or nominated by the Employer or Architect and not referred to in the Schedule of Quantities and/or specifications, or

e. by reason of civil, commotion, local combination of workmen or strike or lock-out affecting any of the buildings/traders, or

f. by reason of the Architect's instructions as per clause 2, or

g. In consequence of the contractor not having in due time, necessary instructions from the Architect, for which he shall have specifically applied in writing ahead of time, giving reasonable time to prepare such instructions.

The Architect shall make a fair and reasonable assessment for extension of time, for completion of the contract works which may be approved by the Employer.

In case of such strike or lock-out, the contractor shall as soon as possible, give written notice thereof to the Architect, but the contractor shall nevertheless constantly use his endeavours to prevent delay

and shall do all that may reasonably be required, to the satisfaction of the Architect to proceed with the work.

33. **DAMAGES FOR NON-COMPLETION:**

If the contractor fails to complete the works by the date stated in clause 31 (date of completion) or within any extended time certified under clause 32 (extension of time) and if the Architect shall certify in writing on or before the date of issue of the certificate for the last payment to which the contractor may become entitled hereunder that the works could have been reasonably completed by the said date or within the said extended time, then the contractor shall pay to the Employer or allow the employer to recover from dues to the contractor on any account the sum stated in clause 16 of "Notice to contractors" (Page 6) (liquidated damages and not by way of penalty), subject to a maximum amount of 5% as stated in Appendix of General Conditions of contract (page 10) and as stated in clause 16 of "Notice to contractors" (Page 6) and such damages may be deducted from any money due or which may become due to the contractor.

The deduction of such sums shall not, however, absolve the contractor of his responsibility and obligations to complete the work in its entirety.

34. **FAILURE BY CONTRACTOR TO COMPLY WITH ARCHITECT'S INSTRUCTIONS:**

If the contractor after receipt of written notice from the Architect requiring compliance with such further drawings and/or Architects instruction, fails within seven days to comply with the same, the Architect and Employer may employ and pay other persons to execute any such work whatsoever as may be necessary to give effect thereto and all costs incurred in connection therewith shall be recoverable from the contractors by the employer on a Certificate by the Architect as a debit or may be deducted by him from any money due or which may become due to the contractors.

35. **ARCHITECT'S DELAY IN PROGRESS:**

The Architect may delay the progress of the works in case of rains or otherwise, without vitiating the contract and grant such extension of time with the approval of the Employer for the completion of the contract as he may think proper and sufficient in consequence of such delay, and the contractor shall not make any claim for compensation or damage in relation thereto.

36. **PRIME COST AND PROVISIONAL SUMS:**

a. Where "Prime Cost" (P.C.) prices or provisional sums of money are considered for any goods or works in the specifications or Schedule of quantities or deviations hereof, the same are exclusive of any trade discounts, or allowances, discount for cash, or profit which the contractor may require and or carriage and fixing.

b. All goods or work, for which prime cost prices or provisional sums of money are considered may be selected or ordered from any manufacturers or firms, at the discretion of the Architect or the Employer. The Employer reserves to himself the right of paying directly for any such goods or work and the Architect may deduct the said prices or sums from the amount of the contract. Should any goods or works for which prime cost prices or provisional sums are considered or portions of same

be not required, such prices or sums, together with the profits allowed for such additional amount as the Contractor may have allowed for carriage and fixing will be deducted in full from the amount of the Contract. Whether the goods be ordered by the Contractor or otherwise, the contractor shall at his own cost fix the same, if called upon to do so, and the contractor shall also receive and sign for such goods and be responsible for their safe custody as and from the date of their delivery upon the works.

c. In cases in which provisional quantities of items/materials are contained in the contract, the contractor shall provide such materials and or execute such items to such amounts or to greater or lesser amounts as the Architect shall direct in his schedule of quantities.

d. No prime cost sum or sums (or any portion thereof) shall be included in any certificate for payment to the contractor until the receipted accounts relating to them have been produced by the contractor to the Architect. Such accounts shall show all discounts and any sum or sums in respect of such discounts shall be treated as a trade discount. Provided always, that should the contractor in lieu of producing such receipted accounts, request the Architect in writing to issue a certificate to the Employer for such sum or sums, due either on account or in settlement to a sub-contractor direct, the Architect shall, upon satisfying himself that the sub-contractor is entitled to the same, so issue the certificate and such sum or sums be deducted from the amount of the contractor, at the settlement of accounts and any profit or sum to which the contractor is properly entitled, in respect of such sub-contract, and which is in conformity with the terms of contract as though the amount of such certificates to the sub-contractor has been included in a certificate drawn in favour of the contractor.

e. If the contractor neither produces the receipt nor gives authority to the Architect to issue a certificate in favour of such sub-contractor direct, the Architect may upon giving the contractor SEVEN DAYS NOTICE in writing of his intentions to do so, issue to the sub-contractor such certificate direct to the Employer and obtain a receipt from the sub-contractor, which receipt shall be deemed as a discharge for the amount of such certificates, as though given by the contractor. In such event, the contractor shall not be allowed any profit he may have added in the Schedule of Quantities upon such sub-contract.

f. The exercise of the option before referred to by the Contractor and the issue of certificates, as before described to sub-contractor direct of certificates by the Architect, shall not however, relieve the contractor from any of the liabilities in respect of insufficient, faulty of in completed work of the sub-contractor for which he may be liable under the terms of the contract.

37. **CERTIFICATES AND PAYMENTS:**

The contractor shall be paid by the Employer after due checking and after making necessary correction from time to time, by installments under Interim Certificates to be issued by the Architect on account of the works executed by the contractor based on the joint measurements taken by the PMC, the Architects representative and the contractors representative when in the opinion of the Architect, work to the approximate value named in the Appendix on Page 10 as "Value of work for Interim Certificates", (or less at the reasonable discretion of the Architect & Employer) has be executed in accordance with the Contract, subject however, to a retention of the percentage of such value named in the Appendix hereto mentioned as "Retention Percentage for Interim Certificates", until the total amount retained shall reach the sum named in the appendix as Total Retention Money, after which time the installments shall be upto the full value of the work subsequently so executed

plus such amount as he may consider proper on account of materials delivered upon the site by the contractor for use in the work and available on the date of billing.

And when the works have been virtually completed and the Architect shall have certified in writing that they have been so completed, the contractor shall be paid by the Employer after satisfying himself in accordance with the certificate to be issued by the Architect, the sum of money named in the Appendix as 'Instalment after Virtual Completion' being a part of the said Total Retention Money.

The Contractor shall be entitled to the payment of the final balance (balance security deposit/retention money) in accordance with the final certificate to be issued in writing by the Architect at the expiration of the period referred to as 'The Defects Liquidation Liability period' in appendix on page 10 hereto, from the date of virtual completion or as soon after the expiration of such period as the work shall have been finally completed and all defects made good according to the true intent and meaning hereof, whichever shall happen, provided always that the issue by the Architect of any Certificate during the progress of the works or after the completion shall not relieve the contractor from his liabilities in cases of fraud, dishonesty or fraudulent concealment relating to the works or materials or any matter dealt within the certificate, and in case of all such defects and insufficiencies in the works or materials, which reasonable examination would have disclosed. No certificate of the Architect shall by itself be conclusive evidence that any works or materials to which it relates are in accordance with the contract.

The Architect shall have power to withhold any Certificate, if the works or any parts thereof are not being carried out to his and employers satisfaction. The Architect may by any certificate make any correction in any previous Certificate, which shall have been issued by him. Payment upon the Architect's Certificates shall be made within the period named in the Appendix as 'Period of Honoring of Certificates, after such certificates have been delivered to Employer.

38. NOTICES:

Notices for the Employer, the Architect, or the Contractor may be served personally or by being left at or sent by registered post / Email to the last known place of abode or business of the party to whom the same is to be given or in the case of the contractor by being left on the works. In case of a company or corporation, notices may be served at or sent by Email / registered post to the Registered Offices of the Company or Corporation. Any notice sent by registered post / Email shall be deemed to be served at the time, when in the ordinary course of post it would be delivered.

39. TERMINATION OF CONTRACT BY THE EMPLOYER:

If the contractor being an individual or a firm, commit any act of insolvency, or shall be adjudged as Insolvent or being an incorporated Company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up voluntarily or subject to the Supervision of the Court and of the Official Assignee of the Liquidator in such acts of insolvency or winding up, shall be unable within seven days after notice to him requiring him to do so, to show to the reasonable satisfaction of the Architect that he is able to carry out and fulfill the contract, and to give security thereof, if so required by the Architect.

Or if the contractor (whether an individual, firm or incorporated Co.) shall suffer execution to be issued.

Or shall suffer any payment under this contract to be attached by or on behalf of any of the creditors of the contractor.

Or shall assign or sublet this contract without the consent in writing of the Architects/Employer first obtained.

Or shall charge or encumber this Contract or any payments due or which may be due to the Contract there under.

Or if the Architect shall certify in writing to the Employer that the contractor,

a. has abandoned the contract or

b. has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for 14 days, after receiving from the Architect written notice to proceed, or

c. has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or

d. has failed to remove materials from the site or to pull down and replace work for 7 days after receiving from the Architect written notice that the said materials or work were condemned and rejected by the Architect under these conditions, or

e. has neglected persistently to observe and perform all or any of the acts, matters or things by this contract to the observed and performed by the Contractors for 7 days after written notice shall have been given to the contractor requiring the contractor to observe or perform the same, or

f. has to the determent of good workmanship or in defiance of the Architect's instructions to the contrary, sublet any part of the contract.

Then and in any of the said cases the Employer with written consent of the Architect, may notwithstanding any previous waiver, after giving 7 days notice in writing to the contractor, determine the contract, but without hereby affecting the powers of the Architect to continue in force as full as if the contract has not been so determined and as if the works subsequently executed has been executed by or on behalf of the contractor.

And further, the Employer under recommendations of the Architect, by his Agents, or servants may enter upon and take possession of the works and all plants, tools, scaffoldings, sheds, machinery, and other equipment and materials also laying upon the premises or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completion the works or by employing any other contractors or other persons to complete the works and the contractor shall not in any way interrupt or do not act, matter or thing to prevent or hinder such other contractor or other persons or person employed for completing and finishing or using the materials and plant for the works. When the works shall be completed or soon thereafter as convenient, the Architect

shall give a notice in writing to the contractor to remove his surplus materials and plant, and should the contractor fail to do so, within a period of 14 days, after receipt thereof by him, the Employer shall sell the same by publication and shall give credit to the contractor for the amount realized. The Architect shall thereafter ascertain and certify in writing under his hand when (if anything) what shall be due to or payable by the Employer for the value of the said plant and materials so taken possession of by the Employer, and the expense or loss, which the Employer shall have incurred due to the contractor, and the amount which shall be so certified shall thereupon be paid by the Employer to the contractor or by the contractor to the Employer, as the case may be.

40. **TERMINATION OF CONTRACT BY CONTRACTOR:**

If payment of the amount payable by the Employer under certificate of the Architect as provided for hereinafter shall be in arrears and unpaid for 30 (thirty) days after notice in writing requiring payment of the amount, as aforesaid shall have been given by the Contractor to the Employer, or if the Employer obstructs the issue of any such certificates, or if the employer commits any Act of insolvency, or if the Employer (being an incorporated company) shall have an order made against him or pass an effective.

In arriving at the amount of such payment, the net rates contained in the contract shall be followed, or where the same may not apply, valuation shall be made in accordance with clause 22 thereof.

41. Matters to be finally determined by the Architects and the Bank (Called excepted matters) – (refer 43(a) below), which shall be final, conclusive and binding on the following matters:

a) Instructions
b) Transactions with local authorities
c) Proof of quality of materials
d) Assigning or under letting of the contract,
e) Certificate as to the causes of delay on the part of the contractor and justifying extension of time or otherwise,
f) Rectification of defects pointed out during the defects liability period.
g) Notice to the contractor to the effect that he is not proceeding with due diligence.
h) Certificate that the contractor has abandoned the contract.
i) Notice for determination of the contract by the Employer.

42. **SETTLEMENT OF DISPUTES:**

42.1. Conciliation:

If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawing, record or decision given in writing by the Project Architect cum PMC / Bank; or if the Project Architect cum PMC / Bank considers any act or decision of the contractor on any matter in connection with or arising out of the contract or carrying out of the work to be unacceptable and disputed; such party may promptly refer such disputes and amount claimed for each dispute to the Conciliator viz., DGM & Circle Development Officer for Circles/

General Manager (OL & CS)) for Corporate Centre/ GM for CCEs under intimation to the other party. The Conciliator may then request each party to submit to him a brief written statement describing the disputes and the points at issue. Each party shall send a copy of such statement to the other party. At any stage of the conciliation proceedings, the Conciliator may request a party to submit to him such additional information as he deems appropriate. When it appears to the Conciliator that there exist elements of a settlement which may be acceptable to the parties, he shall formulate the terms of a possible settlement and submit them to the parties for their observations.

After receiving the observations of the parties, he may re-formulate the terms of a possible settlement in the light of such observations. If the parties reach agreement on a settlement of the disputes, they may draw up and sign a written settlement agreement on non-judicial stamp paper as per Stamp Act. The Conciliator shall authenticate the settlement agreement and furnish a copy thereof to each party. The termination of conciliation proceedings shall be in accordance with Section 76 of The Arbitration and Conciliation Act, 1996. No party shall be represented before the said Conciliator by an advocate or legal counsel. During his conciliation, the Conciliator shall give adequate opportunity to the contractor to present his case. Within 60 days after receiving the representation, the Conciliator shall make and notify decisions in writing on all matters referred to him. The parties shall not initiate, during the adjudication proceedings, any mediation or arbitral or judicial proceedings in respect of a dispute that is the subject matter of the adjudication proceedings. The conciliation proceedings shall be deemed to have been terminated at the end of 60 days from the receipt of reference.

42.2. MEDIATION

42.2.1. Reference to Mediation

In the event of any dispute, difference, controversy, or claim arising out of, relating to, or in connection with this Contract—including its existence, validity, interpretation, performance, breach, or termination (hereinafter referred to as the "Dispute")—the Parties shall also attempt to resolve the Dispute amicably through statutory mediation in accordance with the provisions of the “Mediation Act, 2023” and any statutory modifications or re-enactments thereof.

42.2.2. Pre-Condition to Adjudication

The Parties explicitly agree that the invocation of the mediation process under this Clause is a mandatory prerequisite. Neither Party shall initiate formal arbitration or court proceedings concerning the Dispute unless they have first attempted to resolve the matter through the mediation framework set forth herein, or unless urgent interim judicial relief is required to protect vital property or assets.

42.2.3. The Multi-Tiered Process & Timelines

(a) Internal Administrative Review (Tier 1)/ Conciliation

Before invoking formal mediation, the Contractor shall submit a detailed statement of the Dispute, supported by contemporaneous records (such as labor logs, material receipts, and site orders), to the viz., DGM & Circle Development Officer for Circles/ General Manager (OL & CS)) for Corporate Centre/ GM for CCEs within fifteen (15) days of the dispute arising. The Competent Authority shall issue a written decision within thirty (45) days of receipt.

The Bank may, where considered appropriate, e.g., in high-value matters, constitute a High-Level Committee (HLC) for dispute resolution, which may include the following (this composition is purely indicative and not prescriptive):

42.2.3.1. A retired judge.

42.2.3.2. A retired high-ranking officer and/ or technical expert.

ln cases where a HLC is constituted, the Government department entity/ agency may either

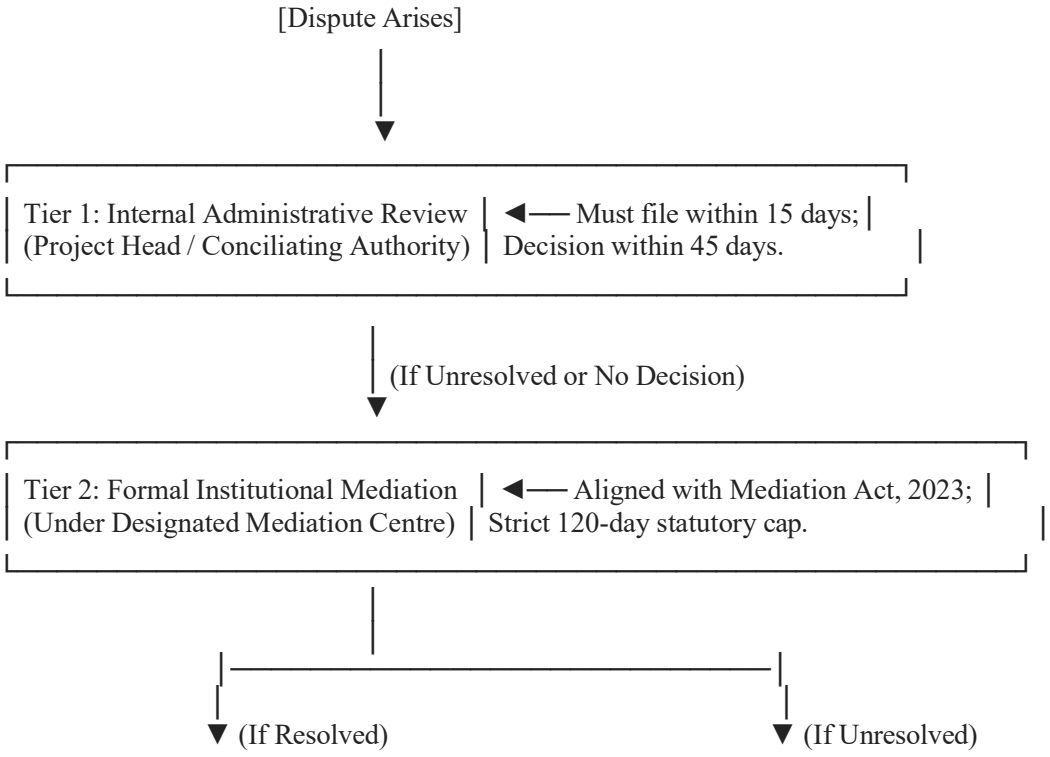
i) negotiate directly with the other party and place a tentative proposed solution before the HLC or

ii) conduct mediation through a mediator and then place the tentative mediated agreement before the HLC or

iii) use the HLC itself as the mediator.

(b) Invocation of Formal Mediation (Tier 2)

If the Contractor is dissatisfied with the decision of the Competent Authority, or if no decision is issued within forty five (45) days, either Party may invoke formal mediation by serving a written "Notice of Mediation" on the other Party.



Mediated Settlement Agreement (MSA) Enforceable as a final decree of a Court.	High-Value / Low-Value Track (See Clause 36.2.5 for Escalation)

42.2.4. Appointment of Mediator & Venue

Mediators can be of any nationality and must be registered with the Mediation Council of India (MCI) or empanelled by a court-annexed mediation centre or empanelled by an Authority constituted under the Legal Services Authorities Act, 1987 or empanelled by a mediation service provider (MSP) recognised by MCI.

Within 30 days of receipt of the "Notice of Mediation", the CGM of the Circle / DMD (HR) & CDO for CC / CGM of CCEs shall propose names of three likely mediators from its panel, asking the other party to choose one as Mediator. The mutually accepted mediator shall then be appointed to conduct mediation.

If parties do not agree on the mediator, they can approach a mediation service provider ("MSP", recognised by MCI), who shall appoint a mediator based on the suitability and preferences of the parties within 7 days.

As brought out in Annex-2 of Annexure 17, in contracts having an Integrity Pact, Independent External Monitors (IEMs) can be appointed as mediators, as per the Standard Operating Procedure (SOP) issued by the Central Vigilance Commission (CVC).

After a mediator is appointed, they must disclose any conflict of interest. Either party can seek a replacement of the Mediator after such disclosure.

Venue: Mediation must be conducted within the territorial jurisdiction of the Court, which has jurisdiction to decide the dispute unless both parties agree to do it online or at any other place.

The language of the proceedings, documentation, and final settlement shall be 'English'.

The Process:

a) The Mediator independently and impartially encourages open communication and cooperation between disputing parties to reach an amicable settlement, but he does not have the authority to impose a settlement upon the parties to the dispute. The parties shall be informed expressly by the mediator that he only facilitates in arriving at a resolution of the dispute and that he shall not impose any settlement nor give any assurance that the mediation may result in a settlement.

b) Unlike court proceedings, Mediation is informal and flexible and allows for creative problem-solving and exploration of various solutions. The Code of Civil Procedure or the Bhartiya Sakshya Adhiniyam (BS), 2023 shall not be binding on the mediator. The parties can determine the mediation's venue, manner, and language.

c) **Confidentiality**: All the acknowledgements, opinions, suggestions, promises, proposals, apologies, and admissions made during the mediation; acceptance/ willingness to accept proposals in the mediation; documents prepared solely for the conduct of mediation are strictly confidential. These can neither be relied upon as evidence in any subsequent court proceedings nor be asked to be disclosed by any court/ tribunal. No audio or video recording of the mediation proceedings shall be made or maintained by the parties or the participants, including the

mediator and mediation service provider, whether conducted in person or online, to ensure the confidentiality of the mediation proceedings.

d) **Online Mediation**: The Act allows parties to opt for online/ virtual Mediation, which shall be deemed to occur within the jurisdiction of a competent court. The Act also requires online mediation communication mechanisms to ensure confidentiality.

e) The mediator initially meets the parties separately and communicates the view of each party to the other to the extent agreed upon by them. He assists them in identifying issues, advancing better understanding, clarifying priorities, exploring areas of the parties' responsibility, identifying common interests, and encouraging compromise. He then meets them jointly to encourage a mutually acceptable resolution. At any stage of the mediation proceedings, at the parties' request, the mediator may suggest a dispute settlement in writing.

f) **Termination of Mediation**: The process must be completed within 120 days, though parties can extend it by another 60 days through mutual consent. If Mediation is not completed within this timeline, the Mediator shall prepare a non-settlement report without disclosing the cause of non-settlement or any other matter or thing referring to their conduct during mediation for the parties or the Mediation Service Provider (MSP). Mediation shall also stand terminated on a declaration of the mediator, after consultation with the parties or otherwise, that further efforts at mediation are no longer justified or on communication by a party(ies) in writing, addressed to the mediator and the other parties that they wish to opt out of mediation. On termination of Mediation, if the dispute is still alive, the aggrieved party shall be free to invoke Arbitration.

g) **Mediated Settlement Agreement (MSA)**: If the parties resolve the dispute and execute a mediated settlement agreement ("MSA"), then the Mediation is successful. An MSA is a written agreement settling some or all disputes and may extend beyond the disputes referred to mediation. It must be valid under the Indian Contract Act, signed by both parties, and duly authenticated by the Mediator for the parties or the MSP. The Act provides options for MSA registration. During the pendency of proceedings, parties can also execute other agreements, settling some of the subject matter disputes.

h) **Challenge to MSA**: MSA can be challenged within 90 days on limited grounds of (a) fraud, (b) corruption, (c) impersonation, and (d) subject matter being unfit for Mediation.

i) **Execution of MSA**: If there is no challenge or a challenge is unsuccessful, the Act ensures that the MSA is binding and enforceable, akin to a judgment or decree. This means that if one party fails to comply with the MSA, the non-defaulting party has a right to enforce it through the Court.

j) **Costs**: The parties shall equally bear all costs of mediation, including the fees of the mediator and the charges of the mediation service provider.

k) **No claim of Interest during Mediation proceedings**: Parties shall not claim any interest on claims/counter-claims from the date of notice invoking Mediation till the execution of the settlement agreement if so arrived. If parties cannot resolve the dispute, either party shall claim no interest from the date of notice invoking Mediation until the date of Termination of Mediation Proceedings.

l) The parties shall not initiate, during the mediation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the mediation proceedings.

Thereafter, the following steps shall be followed.

Claims Below ₹10 Crore:
If the aggregate monetary value of the Dispute is less than ₹10 Crore (Rupees Ten Crore only), either Party may proceed to invoke the formal Arbitration Clause.

Claims of ₹10 Crore and Above:
If the aggregate monetary value of the Dispute is ₹10 Crore or more, the Parties must escalate the dispute to the CGM of the Circle/ DMD (HR) & CDO for Corporate Centre/ DMD for CCEs for final administrative adjudication, failing which the parties may seek recourse exclusively through competent civil courts.

Mediation survives the termination or expiration of the main works contract.

42.3. Arbitration

As a norm, arbitration (if include in contracts) may be restricted to disputes with a value less than Rs. 10 Crores. This figure is regarding the value of the dispute (not the value of contract which may be much higher). It may be specifically mentioned in the bid conditions of the contract that Arbitration will not be a method of dispute resolution in all other cases. (as per Department of Expenditure – Manual for Procurement of Goods Second Edition, 2024)

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 :

i) If the contractor considers that he is entitled to any extra payment or compensation in respect of the works over and above the amounts admitted as payable by the Architect or in case the contractor wants to dispute the validity of any deductions or recoveries made or proposed to 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) at Circles/ Dy. General Manager (Premises) at CC/ GM at CCEs 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) at Circles/ Dy. General Manager (Premises) at CC/ GM at CCEs 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) at Circles/ Dy. General Manager (Premises) at CC/ GM at CCEs in writing in the manner and within the time aforesaid.

ii) The Assistant General Manager (Premises & Estate) at Circles/ Dy. General Manager (Premises) at CC/ GM at CCEs 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) / Dy. General Manager (Premises) submit his claims to the conciliating authority namely the Circle Development Officer/General Manager (Official Language & Corporate Services) for conciliation along with all details and copies of correspondence exchanged between him and the Assistant General Manager (Premises& Estate)/Dy. General Manager (Premises)

iii) If the conciliation proceedings are terminated without settlement of the disputes, the contractor shall, within a period of 30 days of termination thereof shall give a notice to the concerned Chief General Manager/Dy. Managing Director (HR) & Corporate Development Officer of the Bank for Mediation proceedings as stated above. Failing mediation, if the total amount of the dispute is less than Rs. 10 Crores, the Competent Authority shall appointment of an arbitrator to adjudicate the notified claims failing which the claims of the contractor shall be deemed to have been considered absolutely barred and waived.

iv) Except where the decision has become final, binding and conclusive in terms of the Contract, and subject to the dispute resolution procedure prescribed hereinabove, if the Dispute remains unresolved upon failure or termination of arbitration or in case of disputes over Rs.10 Crore, the Parties shall approach CGM at Circle Level/ DMD (HR) & CDO at Corporate Centre / DMD for CCEs for final administrative adjudication, failing which the Parties may, by mutual agreement in writing, refer such disputes or differences arising out of the notified claims of the Contractor and/or the claims of the Bank to competent civil courts.

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

vi) The conciliation and arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996 and the Manual for Procurement of Works, 2025 issued by the Department of Expenditure, Ministry of Finance or any statutory modification or re-enactment thereof and the rules made there under.

vii) 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.

viii) 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.

Note: The Micro, Small and Medium Enterprises Development (MSMED) Act, 2006 provides parties to a dispute (where one of the parties is a Micro or Small Enterprise) to be referred to Micro and Small Enterprises Facilitation Council if the dispute is regarding any amount due under Section 17 of the

MSMED Act, 2006. If a Micro or Small Enterprise, being a party to dispute, refers to the provisions in MSMED Act 2006, these provisions shall prevail over this Agreement.

6. INDEX TO SPECIAL CONDITIONS OF CONTRACT

1. Inspection of drawings
2. Contractor to visit site
3. Execution of work (Prices to include)
4. R.C.C Work
5. Schedule of Quantities
6a. Quantities liable to vary
b. Filling of tenders
7. Access for inspection
8. Dimensions
9. Program of works
10. Offices, Stores, Sheds etc., at the site
11. Water and Electricity
12. Procurement of materials
13. Sanitary conditions on site
14. Facilities to other contractors
15. Testing
16. Testing of concrete
17. Site meetings
18. Custody and security of materials

19. Cement
20. Steel
21. Price variations for material and labour
22. Treasure trove
23. Notices
24. Statutory regulations
25. Measurements to be recorded before work is covered up.
26. Working at night or on holidays.
27. Working on holidays
28. Action where there is no specification
29. Reporting of accident
30. Cleaning the site on completion/determination of work
31. Possession of buildings/work completed
32. Typographic, Clerical and other errors.
33. Information to be supplied by the Contractors.
34. Benchmarks
35. Force Majeure
36. Architect's drawings and instructions
37. Completion of work and liquidated damages
38. Bill of payments
39. Workmanship
40. Schedule of quantities
41. Site Supervision

42. Engagement of Apprentices

43. Rates

44. Income tax and GST

45. Extra / substituted items rates

46. Service drawings/ shop drawings/ catalogue

47. Foreclosure of contract due to abandonment or reduction in scope of work

48. Carrying out part work at risk & cost of contractor

49. Suspension of work

50. Contractor liable for damages, defects during defect liability period

51. Permission

52. Maintaining Registers at site

53. Agreement

54. Insurance

55. Indebtedness and liens

56. Work performed at contractor's risk

57. Photographs

58. Inspection by the Chief Technical Examiner

59. Special conditions of contract

60. B.I.S. Codes

61. Conditions for engaging Electrical Sub-Contractor

SPECIAL CONDITIONS OF CONTRACT

1. **INSPECTION OF DRAWINGS:**

Before filling in the tender, the contractor will have to check up all drawings and Schedule of quantities and will have to get immediate clarifications from the Architect on any point, that he feels is vague or uncertain. No claim/damages or compensation will be entertained on this account.

2. **CONTRACTOR TO VISIT SITE:**

Each tenderer must, before submitting his tender, visit the site of works, so as to ascertain the physical site conditions prices and availability and quality of materials according to specifications before submitting the quotations. No excuse regarding non-availability of any materials or changes in the price will be entertained or extra allowed on that account.

The existing adjacent buildings belonging to Govt/private which are in close proximity of the proposed construction, hence the contractor shall cater for all arrangements to carry out the work without causing any disturbance to the occupants by providing screens with bamboo matting or other suitable material approved by Architects/Engineer. The contractor shall ensure that no dust or construction material falls near/around the existing buildings.

2.1 Personnel Safety Measures for Labour

2.1.1 This shall be ensured as per the CPWD Safety Code given in "General conditions of contract for CPWD works - 2014".

2.1.2 The Contractor will take adequate precautions to prevent danger from electrical equipment i.e. no material will be so stacked or placed as to cause danger or inconvenience to any person or the public.

2.1.3 All necessary fencing and lights will be provided to protect the public.

2.1.4 All electric machines to be used in the construction will conform to the relevant Indian Standards (IS) codes, will be free from patent defect, will be kept in good working order, will be regularly inspected and properly maintained as per IS provision and to the satisfaction of the Engineer-in-charge.

2.1.5 The contractor will provide, erect and maintain informatory/safety signs, hoardings written in English, Hindi, Local Language wherever required or as suggested by the Engineer-in-charge.

2.2 Plantation/preservation/conservation measures

2.2.1 The contractor will take reasonable precaution to prevent his workmen and employees from removing and damaging any flora (plant/vegetation) from the project area.

2.2.2 All fossils, coins, articles of value of antiquity, structures and other remains or things of geological or archaeological interest discovered on any project location during excavation/construction shall be the property of the Government, and shall be dealt with as per provisions of the relevant legislation. The contractor will take reasonable precaution to prevent his workmen or any other persons from removing and damaging any such article or thing. He will, immediately upon discovery thereof and before removal inform the Engineer-in-charge of such discovery and carry out the official instructions of Engineer-in-charge for dealing with the same, till then all work shall be stopped.

2.2.3 The contractor shall make at his own cost all necessary arrangements for maintaining water level, in the area where works are under execution low enough so as not to cause any harm to the works or problems in carrying out with the execution and the rates for all items of work shall be considered as inclusive of pumping out or bailing out water, if required, for which no extra payment shall be made. This will include water coming from any source, such as rains, accumulated water, floods, leakages from sewer and water mains, sub-soil water table being high or due to any other cause whatsoever. The contractor shall make necessary provision of pumping, dredging, bailing out water coming from all above sources and excavation and other works shall be kept free of water by providing suitable system approved by Engineer-in-charge.

2.2.4 The contractor shall not store/dump construction materials or debris near the boundary wall or external roads. All demolition and construction waste shall be managed as per the provisions of the Construction and Demolition Waste Management Rules 2016.

2.2.5 The contractor shall get prior approval of construction management Plan CMP from PMC; The CMP will elaborate the construction strategies and all activities such as; Installation of Cranes Design and Methodology, Site for Worker hutments, Batching plant, Construction material storage, Debris storage.

2.2.6 The contractor shall take appropriate protection measures like covering the building periphery with Green Horticulture Fabric /plastic sheets /or other similar materials to ensure that no construction material dust fly outside the building area.

2.3 IGBC India - Design Guidelines to be followed during excavation stage

Construction Activity Pollution Prevention- Site Erosion and Sedimentation control Plan

2.3.1 Create and implement an erosion and sedimentation control plan for all construction activities associated with the project. The plan must conform to erosion and sedimentation control requirements of Local Standards and Codes (OR) National Building Code of India (NBC), Part 10, Section 1, Chapters 4 & 5, whichever is more stringent. The plan shall meet the following objectives:

2.3.2 Prevent sedimentation of storm sewer or receiving streams and/ or air pollution with dust and particulate matter.

2.3.3 Minimize site disturbance such as soil pollution due to spilling of the construction material and its mixing with rainwater.

2.3.4 Use staging and spill prevention and control plan to restrict the spilling of the contaminated material on site.

2.3.5 Topsoil, if any shall be stripped to a depth of 300 mm from areas proposed to be occupied by buildings, roads, paved areas and external services. Topsoil is rich in organic content and is essential to establish new vegetation. It shall be stockpiled to a height of 400 mm in designated areas and shall be reapplied to site during plantation of the proposed vegetation.

2.3.6 Topsoil shall be separated from sub-soil debris and stones larger than 50 mm diameter.

2.3.7 The stored topsoil may be used as finished grade for planting areas. Sediment basins, contour trenching, mulching, soil stabilization methods may also be used to protect the top soil from erosion during construction.

2.3.8 Specify and limit construction activity in pre-planned/designated areas.

2.3.9 Consider employing strategies such as temporary and permanent seeding, mulching, earth dikes, silt fencing, sediment traps and sediment basins.

2.3.10 Stabilize the slopes of the excavated area to prevent erosion.

2.3.11 Provide photographic documentation of the above measures. (Min 18 relevant photographs)

2.4 Construction Waste management guidelines during Construction:

2.4.1 The project is aiming to divert construction, demolition and land clearing debris from landfill disposal and redirect recyclable recovered resources back to the manufacturing process or to redirect reusable materials to appropriate sites. Currently, the project is aiming to divert more than 75% of the construction, demolition and land clearing debris (by weight or by volume) from landfill disposal. The following measures are to be taken during the excavation stage:

2.4.2 Designate an area on site to segregate the waste generated on site.

2.4.3 Typically the waste generated can be segregated as Concrete Debris, Steel waste, Brick waste, tile waste, wood waste, glass waste etc.

2.4.4 Show documented evidence in form of site photos and maintaining records of the waste generated in tons on weekly basis.

2.4.5 Keep the waste segregation area clean with properly marked divisions.

2.4.6 Ensure that all the segregated waste collected on site as directed above is cleared on periodic basis for recycling.

2.4.7 Debris shall be transported to other sites for back filling. Documented evidence in the form of letter issued by the receiving contractor / site is required.

2.4.8 Other recyclable waste shall go back to the scrap vendor or manufacturer of recycling.

2.4.9 Documented evidence in the form of letter issued by the receiving/recycling agency is required for all waste types. Documented evidence in form of photos has to be provided.

3. EXECUTION OF WORK (PRICES TO INCLUDE):

i) The whole of the work as described in the Contract (including the Schedule of Quantities, the specifications and all drawings pertaining thereto) and as advised by the Architect & employer from time to time is to be carried out and completed in all its parts to the entire satisfaction of the Architect & Employer. Any minor details of construction, which may not have been definitely referred to in this contract, but which are usual in sound building, road and all construction practice and essential to the work, are deemed to be included in this contract. Rates quoted in the Schedule shall be inclusive of all freights, taxes, such as octroi, Sales tax, Royalties, duties, excise, turnover tax, sales tax on works contract, etc., as well as transportation, so as to execute the contract as per the rules and regulations of Local Bodies, State Government and Government of India. Any increase in these taxes and rates, during pendency of contract, shall be borne by the contractor and no extra claim on this account will be entertained.

The rates quoted in the tender should also include all charges for:

a)
1. Carrying
2. Hauling
3. Labour
4. Fixing
5. Watering
6. Cleaning
7. Making good and
8. Maintenance etc.

b) The contractor should arrange timely at his cost for all required.

i) Plant, machinery, scaffolding, formwork, ladders, ropes, nails, spikes, shuttering, temporary supports, platforms, tools, all materials etc., required for executing the work, and protecting them from weather and other normal/natural causes.

ii) Covering/protecting for the walling and other works, during inclement weather, strikes etc., as and when necessary and or as directed.

iii) All temporary canvas covers/covering, lights, tarpaulin, barricades, water shoots etc.

iv) All stairs and steps, thresholds and any other requisite protection for the works.

v) All required temporary weather-proof sheds at such places and in a manner approved by the Architect, for the storage and protection of materials, against the effects of sun and rain.

vi) All required temporary fences, lighting/signboards etc., guards, approaches and roads as may be necessary for execution of the contract works and for safegaurding the public.

vii) The whole of necessary plant and machinery like bull dozers, graders, road rollers, bitumen heating plants, blowers, pumps, concrete mixers, hoists, vibrators, scaffolding, formwork, tackle, cartage, labour etc., and removal of the same at the completion of works.

viii) Dewatering by bailing out or pumping out the water from foundation/trenches during the progress of work anywhere on site, to the satisfaction of the Architect & Employer: and clearing of the site.

c) The Architect & Employer will be the sole judge in deciding as to the suitability or otherwise of the tools/formwork/machinery or plant that may be brought to the work site by the contractor for the proper execution of the work.

d) The rates quoted by the tenderer in the Schedule of Probable items of work will be deemed to be for the finished work.

4. **R.C.C.WORKS:**

The contractor shall carry out all the RCC works, including formwork, strictly in accordance with drawings, details, relevant BIS specifications, and instructions of the Architects/Employer/Consulting Engineer. If any changes have to be made in the RCC designs, the contractors shall carry out the same without any extra charge. The Architect & Employer's decision in such cases shall be final and shall not be open to arbitration.

5. **SCHEDULE OF QUANTITIES:**

The Schedule of quantities forms part of the contract, but the Employer reserves the right to modify the same or any part thereof as per variation clause stated herein below. The contractor shall not be allowed any compensation or damages for the work which is so omitted or cancelled or added or substituted by the Architect & Employer.

6.a. **QUANTITIES LIABLE TO VARY:**

This clause applies for unlimited variations (+ or -) for items of foundations and those executed below plinth level. For all other items, only in case where + variations of any item exceeds 100% of Quantities of respective items given in the schedule of quantities of the contract, such additional quantities of those items shall be treated as extra items and valued as per clause 45 of special

conditions of contract, considering of that rates for these items cannot be derived from the contracted items of work.

The quantities indicated in the bill of quantities are only approximate, and hence may vary on either side (+ or -) for accomplishing the works enunciated under the scope of works, in accordance with designs, drawings and specifications and or instructions of the Architect & Employer. Variations may also occur, consequent upon addition or deletion or substitution of particular items, change of designs or specifications during the course of execution. The contractor, in either case, is bound to carryout the modified quantities upto +100% (plus one hundred percent) variation, without any enhancement in rates and at the same rates as per accepted original tendered rates.

b. **FILLING OF TENDERS:**

The rates and amounts given for all the items. The contractor should fill + / - % in the given column in online e tender (on the total estimated value).

7. **ACCESS FOR INSPECTION:**

The contractor is to provide at all times, during the progress of the works and the maintenance period, means of access with ladders, gangways etc., and the necessary attendants to move and adopt the same as directed for the inspection or measurement of the work by the Architect and Employer or any other agency employed by the client.

8. **DIMENSIONS:**

In all cases figured dimensions are to be accepted in preference to scaled sizes. Large scale details shall take precedence over small scale details/drawings. In case of any discrepancy, the contractor shall ask for a clarification, before proceeding with the work. Accordingly, if any work is executed without prior clarification, it is liable to be rejected and shall not be paid for,

9. **PROGRAMME OF WORKS:**

The contractor on starting the work shall furnish to the Employer and Architect a PERT/CPM programme, for carrying out the work stage by stage in the stipulated time, for the approval of Architects and Employer, and follow strictly the approved time schedule by incorporating changes, if any, so authorised by the Architect and Employer, to ensure the completion of construction work ins stipulated time. A graph or chart on individual item/group of items/trades of work shall be maintained, showing the progress both in terms of quantities and value, week by week. The contractor shall submit to the Employer and Architect a weekly progress report stating the number of skilled and unskilled labourers employed on the work, working hours done, quantity of cement, steel and other major items of materials (quantity and value wise) used and corresponding place, type and quantity of work done during the period.

The contractor must inform the Architects, 10 days in advance of requirement of respective drawings and details by him, from time to time. The contractor shall strictly adhere to the approved programme and arrange for the materials and labour etc., accordingly.

Despite repeated instructions, if the contractor fails to show satisfactory progress of the work, the Employer/Architect may take suitable action as deemed fit, including levying of liquidated damages not exceeding ½% of contract price for delay of every week or part thereof, subject to a limit of total liquidated damages levied under this clause to 5% of contract price without prejudice to any terms and conditions of the contract.

10. **OFFICES, STORES, SHEDS ETC., ON THE SITE:**

a. The contractor shall erect and maintain entirely at his own expense properly lighted, ventilated waterproof and lockable aircooled offices for the Architect's/ Employers representatives and for his own staff respectively on such parts as the Architects shall indicate. Separate offices for Architects and Employers representatives shall be constructed having minimum area of 20 Sqm, as per the sketch plan and specifications, which will be given by the Architects before starting the work. Contractor shall also provide and maintain, at his own cost, adequate water supply, closets and sanitary accommodation for exclusive use of Architect & Employer's representatives at site. In case, these offices have been provided with AC/GI sheet roofing, the same shall have false ceiling as directed. These offices shall be provided by the contractor with adequate numbers of windows, tables, chairs, steel cupboards, fans, lights and attendants etc., as directed by the architects. Necessary permission from various authorities will be obtained by the contractor and necessary fees shall be paid by the contractor prior to constructing such offices, and as well for stores, huts for labourers or any other temporary structures required for the due execution of work. Any penalty levied by local authorities, for not following their bye-laws/regulations etc., in the matter, will be borne by the contractor. The contractor shall pay for the Electricity and Water charges consumed. All these offices shall be demolished, and the materials shall be taken away from site and ground, left in good and proper order on completion of work, as required and directed.

b. The contractor shall provide for all necessary storage on the site, in a specified area for all materials, in such a manner that all such materials, tools etc., shall be duly protected from damages by weather or any other cause. Stores for storage of cement shall have all weatherproof floors, walls and roof and have proper locking arrangements and must be secure. All these must be maintained till the work is completed and so certified by the Architect. Necessary and adequate watch and ward for all such accommodations and stores shall be provided for by the contractor at his cost and same included in the rates/amounts quoted by him. All such stores shall be cleared away and the ground left in good and proper order on completion of this contract unless otherwise expressly mentioned herein.

c. All materials which are stored on the site such as cement, brick, metal sand etc., shall be stacked in such a manner as to facilitate rapid and easy checking of quantities of such materials and prevent deterioration in quality due to water etc.

d. In addition to the offices provided to Architect's Employer's representative, contractor shall provide accommodation for Project Management Consultants as specified.

11. **WATER AND ELECTRICITY:**

Contractor shall make his own and adequate arrangements for water required for drinking and construction purposes and also for required electric supply at site for satisfactory execution, supervision and completion of the work, at his own cost. The contractor shall get the water used for construction purpose tested periodically as per relevant BIS codes at his cost, and shall get the same approved from Architect and clients before using such water for the work.

12. **PROCUREMENT OF MATERIALS:**

Contractor shall procure all the materials including cement and steel required for the work from the open market. Time is the essence of the contract. Acceptance of the completion date by the contractor shall mean that he has taken into consideration the availability of all materials of approved make and quality in sufficient quantities at respective markets/sources, to enable him to complete the entire work in the stipulated period.

Contractor will get samples of all materials approved by the Architect and employer, before placing order/purchase/procurement. They shall conform to relevant B.I.S. codes and or tender specifications as applicable.

For all materials, the contractor shall quote for the best quality of the materials of best make/source or supply and they should be got approved by the architect and employer, before procurement.

In case sufficient quantities of approved quality materials from approved sources are not available in time, contractor may have to procure the same from neighboring areas even with longer leads, as required and directed, at no extra cost. In case approved good quality sand is not available consistently throughout the duration of the contract period, best quality of sand locally available may have to be screened and washed, as directed by the Architect and Employer depending upon the use of sand in different items of work, at no extra cost. The materials will be, however as per relevant BIS Codes and wherever applicable.

13. **SANITARY ACCOMMODATION IN SITE:**

The contractor shall provide and maintain at his own cost and expense adequate closet and sanitary accommodation for the use of his workmen and others in accordance with the rules and regulations of the relevant local authrorities/labour laws.

14. **FACILITIES TO OTHER CONTRACTORS:**

The contractor shall give full facilities and co-operation to all other contractors working at site doing plumbing, Electrical, civil works etc., as directed by the Architect & Employer and shall arrange his programme of work, so as not to hinder the progress of other works. The decision of the Architect & Employer, on any point of disputes between the various contractors, shall be final and binding on all parties concerned.

15. **TESTING:**

The contractor shall, as and when directed by the Architect & Employer, arrange to test materials and/or portions of the work at site in any approved laboratory at his own cost, in order to provide their soundness and efficiency. The contractor shall transport all the materials from site to the approved laboratory at his own cost. The contractor shall carryout all the mandatory tests as per list attached at the frequencies stated therein. Even after such tests, any materials brought to site or incorporated in the works are found to be defective or unsound or not as per approved samples, the contractor shall remove the same and re-erect at his own cost and without any additional time/period for the same, with reference to the date fixed for completing the work. In case these tests are not carried out at the frequencies stated, then proportionate costs of materials not so tested, including cost of testing and quantities of items of work executed with such materials, if otherwise accepted for retention in the work, will be deducted from the dues to the contractor. The deductions will be worked out by the Architect/client and shall be final and binding on him.

Tolerance on various material and items of work shall be allowed laid down in the documents below and the order of precedence shall be:

a) Relevant Indian Standards Specifications.
b) CPWD norms.
c) Manufacturer's Specifications.

In absence of above Architect's decision basing on the general practice being following shall be final.

16. **TESTING OF CONCRETE:**

The contractor shall make his own arrangements for testing of the concrete blocks at site or in any approved laboratory from time to time, as required by the Architects/ Employer and all the costs of testing and conveyance shall be borne by the Contractor. At least, six blocks of 150 x 150 x 150mm per 20 cum of RCC work or part thereof, for each day's work (subject to the condition that a minimum quantity of 0.5 cum of particular grade/type of concrete is laid on that day) must be taken in steel molds as directed and tested. The Architect & Employer reserves the right to test the blocks at the cost of the contractor, in the event of the contractor failing to do so. It shall be contractor's sole responsibility to ensure that the blocks are cast, got tested from specifically approved laboratory/test house etc., in time and results reach the Architect, well before measurements for the corresponding work are to be recorded. For any failure in this regard, shall result in rejection of corresponding work (for which the blocks were not cast or tested in time) and such work shall be dismantled fully along with linked up works and redone to required specifications/quality etc., EXCLUSIVELY at contractor's cost. Without any addition time beyond the stipulated/extended time for completion, as the case may be. Application of clauses 15 above in such cases shall EXCLUSIVELY rest within the discretion of the Architect.

17. **SITE MEETINGS:**

A senior representative of the contractor shall attend weekly meetings at works site; and in additions, meetings as and when arranged by Architect & Employer to discuss the progress of the work and sort out problems, if any, and ensure that the work is completed in the stipulated time.

18. **CUSTODY AND SECURITY OF MATERIALS:**

The contractor shall be responsible for the custody and security of all materials and equipment at site and he will provide full time watchman/watchmen to look after his materials, stores, equipments etc., including cement and steel at site and ensure that at no time unauthorized persons gains any access at works site.

19. **CEMENT:**

Cement shall be procured by the Contractor from the manufacturers only; however in case of urgency smaller quantity of cement say less than one lorry can be purchased from authorized dealers after getting the make and quality approved by the Employer and Architect. The brands shall be **ULTRATECH/ ACC/ RAMCO/ MAHA/ NAGARJUNA/ COROMANDAL/ BHARATI** or any other manufacturer as approved by Architect and the Bank. The contractor should purchase the cement in adequate quantity, quite in advance, in order to have sufficient stocks (not less than the requirement of next fortnight) at site all the time. He will construct cement storage shed of adequate capacity with watertight walls, floor, roof and secure locking arrangements and locking as required and directed. Empty bags will be contractor's property. Contractor's Site Engineer shall maintain cement account at site, showing cement received with details of invoices, etc., quantity used daily (with brief details of items/location of works on which used), and progressive consumption and balance at site. This register will be checked periodically by Architect & Employer representative. Actual cement consumption will be periodically checked with the theoretical cement consumption.

20. **STEEL:**

Steel shall be procured by the contractor from **SAIL/ VSP/ JSW/ TATA**. The contractor shall produce necessary cash vouchers in support of the purchases and also test certificates, for conforming the quality. All wastages, rolling margins, site to site transportation shall be borne by the contractor. Contractor shall maintain at site, steel account showing – steel received at site (consignment wise and section wise) and steel used (section wise) for work corresponding to each of the bills, etc., which shall be subject to checking by client/ Architect 75% of the value of the steel physically available at site in good condition and quantities limited to actual requirements of next 30 days (reckoned from date of corresponding bill) plus 1% for wastage and variation will be paid. This exercise is to be section-wise. Theoretical quantity of consumption of steel shall be actual quantities measured plus 10% towards wastages and variations (rolling margins) and on this basis, balance quantities at site may be provisionally arrived at. All scrap steel at site and unused steel at site to the extent not required on the work shall be contractor's property and contractor will be allowed to take it away after measurements/weight, and after getting necessary permission in writing from the Architect & Employer. In case of any discrepancy between the actual quantity of steel lying at site and the balance quantity as per record, the decision of the Architect/client shall be final and binding.

22. **PVA CLAUSE FOR MATERIAL AND LABOUR – No price variation will be applicable for the project.**

23. **TREASURE TROVE:**

Should any treasure, fossils, minerals, or works or art of antiquation interest be found during excavation or while carrying out the works, the same shall be the property of the Employer. The Contractor shall give immediate notice to the Architect & Employer about finding of any such treasure and hand over the same on demand to the Employer.

24. **NOTICES:**

The contractor shall give all notices and pay all necessary and relevant fees and shall comply with all Acts and Regulations, for the successful completion of the contract work.

25. **STATUTORY REGULATIONS:**

The whole of the work including sanitation and electrical is to be complied with, as per the requirements and bylaws of the relevant statutory authorities, including Contract Labour (Regulation and Abolition) Act, 1970.

26. **MEASUREMENT TO BE RECORDED BEFORE WORK IS COVERED UP:**

The contractor shall take joint measurements with the Employer's representative (Project Management Consultant or any Engineer identified by the Bank and Architect's representative before covering up or otherwise placing beyond the reach of measurement any item of work. Should the contractor neglect to do so, the same shall be uncovered at the contractor's expense or in default thereof, no payment or allowance shall be made for such work or the materials with which the same was executed.

27. **WORKING AT NIGHT OR ON HOLIDAYS:**

The contractor can carry out major work at night, only with prior permission of the Site Engineer of Employer/Architect and with proper supervision. However, all concrete work will be carried out only during the day light.

WORKS AT NIGHT:

If the contractor is required to do preliminary works at night, in order to complete the work within the Time Schedule, the contractor shall provide and maintain at his own cost necessary and sufficient barricades/ lights etc., to enable the work to proceed satisfactorily without danger. Approaches to the site also shall be sufficiently lighted by the contractor.

28. **WORKING ON HOLIDAYS:**

No work shall be done on Sunday or other Bank holidays that may be notified by the Architect & Employer, without the specific sanction in writing of the Architect & employer or his representatives.

29. **ACTION WHERE THERE IS NO SPECIFICATION:**

In case of any item/class of work, for which there is no specification mentioned (either in part or full), the same will be carried out in accordance with the relevant CPWD specifications (only for the specifications missing in the contract) and if not available even there (either in part or full) in, relevant standards of BIS shall be followed (only for the portions of specifications missing in the contract specifications and CPWD specifications). Indian standard specifications, subject to the approval of the Architect & Employer.

30. **REPORTING OF ACCIDENT TO:**

The contractor shall be responsible for the safety of all persons employed by him on the works and shall report serious accidents to any of them, whenever and wherever occurring one the works, to Employer who shall make every arrangement to render all possible assistance. This shall be without prejudice to the responsibility of the Contractor, under the Insurance clause of the General Conditions. Contractor shall take all the precautions as detailed in the safety code attached separately.

31. **CLEARING THE SITE ON COMPLETION/DETERMINATION OF WORKS:**

The contractor shall clear the site of works as per the instructions of the Architect. The site of works shall be cleared of all men, materials, sheds, huts etc., belonging to the contractor. The site shall be delivered in a clean and neat condition, as required by Architect, within a period one week after the job is completed. In case of failure by the contractor, the Employer, under advice to the Architect, have the right to get the site cleared to his satisfaction at the risk and cost of the contractor.

31. **POSSESSION OF BUILDINGS / WORK COMPLETED:**

The contractor shall hand over to the Employer possession of the completed works in stages, as and when required, and as directed by the Architect & Employer.

The Employer will take over the possession of completed works in stages as directed by the Architect, and defects liability period will commence only from the date of final handing over of all the work accordingly.

Please refer Appendix to General Conditions of contract.

32. **TYPOGRAPHIC, CLERICAL AND OTHER ERRORS:**

The Architects/Employer's clarification regarding partially omitted particulars or typographical, clerical and other errors shall be final and binding on the contractors.

33. **INFORMATION TO BE SUPPLIED BY THE CONTRACTOR:**

The contractor shall furnish to the architect & Employer the following from time to time:

a. Detailed industrial statistics regarding the labour employed by him, etc., every month (within 5th of succeeding month),

b. The Power of Attorney, name and signature of his authorized representative, who will be in charge for the execution of work.

c. The list of technically qualified persons (to be approved by the Architect) employed by him for the execution of the work within 15 days from date of start of work,

d. The total quantity and quality of materials used for the works, every month within 5th of succeeding month.

e. The list of plant and machinery employed for this work, every month. Copy of log books shall also be submitted every month (within 5th of succeeding month).

Last para of clause 33:

Failure to submit any of these details in time, shall be treated as a breach of the contract and likely to result in,

i) Levying a fine of Rs.500 for each default for each month, and or

ii) Withholding payments, otherwise due.

iii) For the periods for which name of technically qualified persons are not given or for which such persons are not employed, recoveries shall be made at Rs.7,500/- per month for each month of default.

In all these matters the decision of the Architect shall be final and binding.

34. BENCHMARKS:

The contractor shall construct and maintain proper benches at different places at site as required and directed by the Architect, so that levels can be checked accurately at all times during the progress of work. In case benches are disturbed for any reason whatsoever, necessary rectification shall be carried out by the contractor at his cost as directed by the Architect & Employer.

35. FORCE MAJEURE:

Neither party shall be held responsible by the other for breach of any condition of this Agreement, attributable to any "Act of God", Act of State, Strike, lock-out or control or any other reason, beyond the control of the parties and any breach of clauses arising from such Force Majeure conditions as aforesaid shall not be regarded as breach of the provisions of this Agreement.

36. ARCHITECT'S DRAWINGS AND INSTRUCTIONS:

A set of major drawings, along with the contract documents shall be provided to the contractor. If any clarification or further drawings are required by the Contractor during or before the start of construction work, the contractor shall inform the Architects and the Bank sufficiently in advance in writing to provide the same. Working details will be given to the Contractor from time to time, during the progress of work, as and when required. In case, any other drawing/detail is required by the contractor, he will give a minimum of fifteen days notice to the Architect.

37. COMPLETION OF WORK AND LIQUIDATED DAMAGES:

The work shall be completed in **12 months**, and reckoned as under:

(a) 14 days from the date of issue of work order.

or

(b) The day on which the contractor receives the possession of the site – whichever is later.

or

(c) The contractor is asked in writing to take over the possession of the site.

Time is the essence of the Contract. The Contractor shall strictly adhere to the programme/chart agreed to. In case the contractor fails to complete the work as mentioned above, the liquidated damages may be imposed at the rate of 0.5% per each week (or part thereof) of delay, subject to a maximum of 5% of contract amount.

38. BILLS OF PAYMENTS:

The minimum value of work for interim payments will be Rs.200.00 lakhs and above excluding GST, as stated in Appendix. The contractor shall submit interim bills, once a month on the basis of joint measurements recorded at site by the contractor's, Employer's and the Architects representatives. The bill will be certified by the Architect within 15 working days from the date of submission of the bill by the contractor, and the Employer will make payment as stated in the Appendix to General Conditions of Contract. All such interim payments shall not be considered as an admission of the due performance of the contract or any part thereof in any respect 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 at contractor's cost, all as per Employer and Architect's instruction and directions.

39. WORKMANSHIP:

Quality of materials and workmanship shall conform strictly to specifications given/stipulated in the tender/contract, and contractor will ensure that the best quality of work will be done to the satisfaction of the Architect and Employer, with strict control on the materials, workmanship and supervision.

40. SCHEDULE OF QUANTITES:

Quantities mentioned in the Schedule of Quantities, included in the contract, are approximate and are subjected to variations as per actual site conditions & requirements and as directed by the Architect & Employer. The work shall be executed and completed accordingly.

41. **SITE SUPERVISION:**

i) The Contractor shall either himself supervise the execution of the contract or shall appoint competent and experienced engineers on his own for supervision of the Work. Where the Contractor is not a qualified engineer or even if he is so qualified but in the opinion of the Architect / Employer, cannot give full attention to the Works, the Contractor shall at his own expense employ adequate engineers to supervise the Work and to receive instructions from the Architect & Employer. The following shall be the minimum number of engineers to be employed for the contract:

Sl. No	Requirement of Technical Staff		Minimum experience (Years)	Designation Technical Staff	Rate at which recovery shall be made from contractor in the event of not fulfiling
	Qualification	Number (of Civil + E&M component)			
1	Graduate Engineer	1	20 (and having experience of one similar nature of Work)	Project Manager	Rs. 60,000/- per month
2	Graduate Engineer	1	12 (and having experience of one similar nature of Work)	Deputy Project Manager	Rs. 40,000/- per month
3	Graduate Engineer or Diploma Engineer	1+1	5 or 10 respectively	Project/ Site Engineer	Rs. 25,000/- per month
4	Graduate Engineer or Diploma Engineer	1+1	2 or 5 respectively	Project Planning / quality/ billing Engineer	Rs. 20,000/- per month

ii) On acceptance of the tender, the Contractor shall furnish within 14 days to Architect & Employer for approval, site set up with list of engineers, supervisors and other staff to be employed by him with their date of joining, along with proof of their respective qualifications and bio- data.

iii) Non- deployment or less qualified staff deployed by a Contractor is a serious breach of terms of contract. Therefore, for the first time Contractor shall be warned in writing and necessary recoveries as per the rate mentioned in the table above shall be affected. Notwithstanding the above and the recovery that may be made by Employer's, the Contractor shall always be required to deploy adequately trained personnel, at all times during the pendency of the Contract.

42. **ENGAGEMENT OF APPRENTICES:**

The Contractor shall during the currency of the contract, when called upon by the clients, engage and also ensure engagement by sub-contractors and others employed by the contractor in connection with the works such number of apprentices in the categories mentioned in the act and for such period as may be required by the clients. The contractor shall train them as required under the Apprentice Act 1961 and the Rules made thereunder and shall be responsible for all obligations of the clients under the said Act, including the liability to make payment of apprentices, as required under the said Act.

43. **RATES:**

Contractor shall quote **ABOVE / BELOW** in **% (percentage)** on total estimated amount.

44. **INCOME TAX AND GST:**

Income tax and GST TDS shall be deducted at source by the client from the contractor's interim and final bill payments as required by law. The GST will be paid Extra.

45. **EXTRA/SUBSTITUTED ITEM RATES:**

Such items shall be executed as per directions/instructions of the Architects of the employer.

The work on extra/substituted items shall be started only after the receipt of written order from the client/Architect. Rates for additional/extra or substituted (altered) items of work, which are not covered in the contract cannot be derived from the contract item rates either in full or partly, shall be calculated on the basis of actual costs plus 15% for overhead and profit etc., only to the extent not derivable from the contract item rates.

46. SERVICES DRAWINGS/ SHOP DRAWINGS/ CATALOGUE:

After getting approval from the Architect & Employer, the contractor shall submit to the concerned local authorities necessary services drawings showing layouts etc., for getting approval of the schemes. On completion, the contractor shall arrange to get Drainage Completion Certificate and other Certificate necessary for obtaining Building Completion certificate. The contractor shall furnish completion drawings of all services in triplicate, showing the work as actual executed, along with levels. Contractor shall submit for approval 4 copies of shop drawings/ catalogue/ equipment characteristics/ manufacturer's specifications, drawings etc., as and when required and directed by the Architect & Employer. Costs of all these are deemed to have been included in the respective item rates quoted by the contractor and nothing extra shall be paid on account of any of these requirement/ acts.

47. FORECLOSURE OF CONTRACT DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK

If any time after acceptance of the tender, Employer decides to abandon or reduce the scope of Work for any reason whatsoever and hence not require the whole or any part of the Works to be carried out, the Architect & Employer shall give notice in writing to that effect to the Contractor. The compensation, if any payable for such foreclosure of Work will be discussed mutually between

Employer and the Contractor and settled after taking into consideration the actual financial loss, if any, suffered by the Contractor on account of foreclosure of the contract, which in no case shall exceed 2% of cost of incomplete work on the date of closure. The Contractor shall have no claim to any payment of compensation or otherwise whatsoever on account of any loss of profit or advantage which he might have derived, but for the foreclosure of the whole or part of the Works or reduction in Scope of work. Employer shall have the option to take over the Contractor's materials or any part thereof, either brought to the site or for which the Contractor is legally bound to accept delivery from the suppliers.

48. CARRYING OUT PART WORK AT RISK & COST OF CONTRACTOR

If Contractor:

i. At any time makes default during currency of Work or does not execute any part of the Work with due diligence and continues to do so even after a notice in writing of 7 Working days in this respect from the Architect & Employer; or

ii. Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 7 Working days even after a notice in writing is given in that behalf by the Architect / Employer; or Fails to complete the Work(s) or items of Work with individual dates of completion, on or before the date(s) so determined, and does not complete them within the period specified in the notice given in writing in that behalf by the Architect / Employer.

iii. The Architect & Employer without prejudice to any other right or remedy against the Contractor which have either accrued or accrue thereafter to Employer, by a notice in writing to take the part Work / part incomplete Work of any item(s) out of his hands and shall have powers to:

(a) Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or

(b) Carry out the part Work / part incomplete Work of any item(s) by any means at the risk and cost of the Contractor.

iv. Employer shall determine the amount, if any, recoverable from the Contractor for (a) non-completion of part of the Work or (b) for removal of any item(s) from the Contractor and got executed at the risk and cost of the Contractor, by third parties. Employer shall be entitled to recover such loss / damages from payments due to the Contractor. The liability of Contractor on account of loss or damage suffered by Employer because of action under this clause shall not exceed 10% of the tendered value of the Work.

v. The certificate of the Architect / Employer as to the value of Work done shall be final and conclusive against the Contractor provided always that action under this clause shall only

be taken after giving notice in writing to the Contractor. Provided also that if the expenses incurred by the Employer are less than the amount payable to the Contractor at his agreement rates, the difference shall not be payable to the Contractor.

vi. Any excess expenditure incurred or to be incurred by Employer in completing the part Work/ part incomplete Work of any item(s) or the excess loss of damages suffered or may be suffered by Employer as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to Employer in law or as per agreement be recovered from any money due to the Contractor on any account, and if such money is insufficient, the Contractor shall be called upon in writing and shall be liable to pay the same within 30 days.

vii. If the Contractor fails to pay the required sum as per this clause within the aforesaid period of 30 days, the Employer shall have the right to sell any or all of the Contractors' unused materials, constructional plant, implements, temporary building at site etc. and adjust the proceeds of sale thereof towards the dues recoverable from the Contractor under the contract and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provisions of the contract. In the event of this action being adopted by the Employer, the Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the Work or the performance of the contract.

49. SUSPENSION OF WORK

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

(a) On account of any default on the part of the Contractor

ii. If the contractor, except on account of any legal restraint upon the employer preventing the continuance of the works, or on account of any of the causes mentioned in the clause "Extension of time" or in the case of certificate being withheld or not paid when due, shall suspend works or in the opinion of the Architects, shall neglect or fail to proceed with due diligence in the performance of his part of the contract or if he shall more than once make default in the respects mentioned in clause 24 (removal of improper work and materials), the Employer through the Architect shall have the power to give notice

in writing to the contractor required that the works be provided within a reasonable manner, and with reasonable dispatch, such notice shall not be unreasonably given and must signify that it purports to be a notice under the provisions of this clause and must specify the acts or defaults on the part of the contractor upon which it is based. After such notice shall have been given, the contractor shall not be at liberty to remove from the site of works, or from any ground contiguous thereto, the site of works, or from any ground contiguous thereto, any plant or materials belonging to him which shall have been placed thereon for the purpose of work, and the Employer shall have lien upon such plants / machineries and materials to subsist from date of such notice being given until the notice shall has been complied with, provided always that such line shall not under any circumstances subsist after the expiration of 30 (thirty) day from the date of such notice given, unless the employer shall have entered upon and taken possession of the works and site, as hereinafter provided.

iii. If the contractor shall fail for seven days after such notice has been given, to proceed with the works as therein prescribed, the Employer may enter upon and take possession of the works and site, and of all such plants, machinery and materials thereon intended to be used for the works, and the Employer shall retain and hold a lien upon all such plants, machinery and materials until the work shall have been completed, under powers hereinafter conferred upon him;

iv. If the Employer shall exercise the above power, he may engage any other person to complete the works and exclude the contractor, his agents and servants from entry upon or access to the same, except that the contractor or any person appointed in writing may have access at all times during the progress of the works to inspect, survey and measure the works. Such written appointments or a copy thereof shall be delivered to the Architects before the person appointed comes on to the works and the Employer shall take such steps as in the opinion of the Architect may be reasonably necessary for completion the works, without undue delay or expenses using for that purpose the plant, machinery and materials above mentioned in so far as they as they are suitable and adopted to such use.

v. Upon the completion of the works, the Architects shall certify the amount of the expenses properly incurred consequent on and incidental to the default of the contractor as aforesaid and in completion the works by other persons.

vi. Should the amount so certified as the expenses properly incurred be less than amount which should have been due to the contractor upon the completion of the works by him, the difference shall be paid to the contractor by the Employer, should the amount of the former exceed the later, the difference shall be paid by the contractor to the Employer. The Employer shall not be liable to make any further payments or compensations to the contractor for or on accounts of the proper use of the plant for the completion of the works under the provisions herein before mentioned other than such payments as is included in the contract.

vii. After the works shall have been so completed by persons other than the contractor, under the provisions herein before contained, the Architect shall give notice to the contractor

to remove his plant and all surplus materials as may not have been used in the completion of the works from the site.

viii. If such plant and materials are not removed within a period of 14 days after the notice shall have been given, the Employer may remove and sell the same, holding the proceeds less the cost of the removal and sale, to the credit of the contractor. The Employer shall not be responsible for any loss sustained by the Contractor from the sale of the plant in the event of the Contractor not removing it after notice.

(c) Or For proper execution of the Works or part thereof for reasons other than the default of the Contractor;

(c) Or For safety of the Works or part thereof.
The Contractor shall, during such suspension, properly protect and secure the Works to the extent necessary and carry out the instructions given in that behalf by the Architect / Employer.

ii. If the suspension is ordered for reasons (b) and (c) in sub-para (i) above:

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

50. CONTRACTOR LIABLE FOR DAMAGES, DEFECTS DURING DEFECT LIABILITY PERIOD

i. If the Contractor or his working people or servants break, deface, injure or destroy any part of building in which they may be working, or any building, road, road kerb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the Work or any part is being executed, or if any damage happens to the Work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the Work within twelve months after a certificate final or otherwise of its completion shall have been given by the Architect / Employer as aforesaid arising out of defect or improper materials or workmanship the Contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Architect / Employer cause the same to be made good/ repaired/ rectified by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the Contractor, or from his Retention Money. The Retention Money of the Contractor shall not be refunded before the expiry of twelve months from the actual date of completion indicated in the completion certificate or till the final bill has been prepared and passed whichever is later.

ii. The materials as well as the workmanship and finish of the whole of the contract Works

shall be best of their kind, and should any materials be brought upon the Site or on the land or property of the Company or on the places where any operations are being carried out in connection with the Works, which are in the judgement of the Architect / Employer of an inferior description and improper to be used in the Works, the said materials shall be removed. All inferior workmanship or finish shall be amended by and at the cost of Contractor forthwith, or within such period or periods as the Architect / Employer direct, and the Contractor shall pull down, amend and reconstruct any Work he may have erected upon an insufficient foundation, or that he may have insufficient cured and protected against immediate and further injury whether arising or likely to arise in the future from weight pressure, action of water or otherwise, on being required to do so by the Architect / Employer.

51. PERMISSION:

The contractor shall also obtain necessary permission for using explosive (if required and specifically permitted by the Architect and Employer in writing), as per rules and regulations of relevant authorities, and all other approvals from the relevant authorities shall be obtained by the contractor at no extra cost.

52. MAINTAINING REGISTERS AT SITE:

The contractor shall maintain registers for consumption of various specials, testing of materials etc., in the proforma which shall be given by the Architect & Employer from time to time.

LIST OF REGISTERS / RECORDS TO BE MAINTAINED AT SITE BY THE CONTRACTOR FOR THE FOLLOWING MATERIALS / ITEMS

1. Cement
2. Steel
3. Anti – termite chemical
4. Test Reports
5. Brick work
6. Hindrance
7. Labour wages
8. Site Order Book

53. AGREEMENT:

The successful contractor shall be required to enter into an agreement in accordance with the Draft Agreement and Schedule of Conditions etc., within 14 days from the date the contractor is advised by the Architect & Employer that his tender has been accepted. The contractor shall pay for all stamps and legal expenses incidental thereto. However, the written acceptance of the tender by the Employer, will constitute as a binding contract between the Employer and contractor, whose tender has been accepted, whether such formal agreement is or is not subsequently executed.

54. INSURANCE:

The contractor shall provide insurance in respect of damage to persons and property and firm insurance as per clause 27 and 28 of General conditions of contract. In addition he will also insure

against riots and civil commotion. The insurance shall also cover third party and all the persons working at site and visitors including contractor's, worker's, Architect's and clients people, other contractor's workers etc. The contractor shall indemnify the Employer against any claim or compensation or mishaps of whatsoever nature at site during the progress of work.

The contractor shall prove to the Architect/Client from time to time that he has taken out all the insurance policies as required and directed and has paid the necessary premium for keeping the policies valid as per clause 27 & 28 of the General Conditions of Contract.

In case of failure by the Contractor or sub-contractor to effect and keep in force the insurance policies, then the client, without being bound to, may pay such premiums as may be necessary and deduct the same from any money due or which may become due to the contractor or recover the same as a debt due from the contractor.

55. INDEBTEDNESS AND LIENS:

The contractor agrees to furnish the Employer from time to time, during the progress of the work as requested, verified statement showing the contractor's total outstanding indebtedness in connection with the work covered by the contract. Before final payment is made, the Employer may require the contractor to furnish the Employer with satisfactory proof that there are no outstanding debts or liens in connection with the contract. If during the progress of the work, the contractor shall allow any indebtedness to accrue to sub-contractor or other and shall fail to pay or discharge same within five (5) days after demand, then the Employer may withhold any money due to the contractor until such indebtedness is paid, or apply the same towards the discharge thereof.

56. WORK PERFORMED AT CONTRACTOR'S RISK:

The contractor shall take all necessary precautions and shall be responsible for the safety of the work and shall maintain all lights, guards, signs, barricades, temporary passages or other protection necessary for the purpose. All work shall be done at the contractor's risk and if any loss or damage shall result from fire or from any other cause, the contractor shall promptly repair or replace such loss or damage free from all expenses to the Employer. The Contractor shall be responsible for any loss or damage to materials, tools or other articles used or held for use in connection with the work. The work shall be carried on to Employer or others and without interference with the operation of existing machinery or equipment, if any.

57. PHOTOGRAPHS:

The contractor at his own cost shall take photographs of site and individual buildings during the progress of the work as directed by the Architect/Client and submit two copies of each photograph of a minimum size 20 cm x 15 cm to the client/Architect.

58. INSPECTION BY THE CHIEF TECHNICAL EXAMINERS (VIGILANCE):

The proposed work covered under this tender, during the progress and/ or after completion, can also be inspected by the Chief Technical Examiner/ Technical Examiner or Officers of the Central Vigilance Commission, Government of India, on behalf of Architect & Employer to ascertain that

the execution of the work has been done with materials and workmanship all as stipulated in the contract and as directed.

Contractor shall afford all reasonable facilities to the above vigilance staff and also provide them with ladders, tapes, plum bob, level etc., as required and directed and also necessary labourers skilled/unskilled to enable them to complete their inspection/study/technical scrutiny and no extra shall be admissible to the contractor on this account.

59. SPECIAL CONDITIONS OF CONTRACT:

In the event of any discrepancy with clauses mentioned anywhere else in the tender with the clauses mentioned within special conditions of contract, the clauses mentioned within the special conditions of contract shall supersede there mentioned elsewhere.

60. BIS CODES

It is compulsory for the contractor to keep all the B.I.S. codes mentioned in this tender document at his cost at the site to ensure the proper supervision/ quality of work and materials. All relevant BIS codes shall be strictly complied with.

61. SAFETY CODE

1. All personnel at Site should be provided with Helmets and Safety Boots with some identification Mark.

   Visitors also should be provided with Helmets.

   It should be ensured that these are used properly.

2. First Aid Box should be kept at Site with all requisite materials and shall be kept in a readily accessible place.

   An injured person shall be taken to the nearest hospital without loss of time, in cases where the injury necessitates hospitalization.

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

4. Suitable scaffolds should be provided for workmen for all Works that cannot safely be done from the ground, or from solid construction except such short period Work as can be done safely from ladders.

   When a ladder is used an extra 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).

5. Scaffolding or staging more than 3.5 meters 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 Meter high above the floor or platform or such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials.

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

6. Working platforms, Gangways and stairways should be so constructed that they do not sag unduly or unequally, and if the height of the platform or the Gangway or the Stairway is more than 3-5 Meters above ground level or floor level they should be closely boarded, should have adequate width and should be suitably fenced, as described.

7. Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 1 Meter.

8. Safe means of access shall be provided to all working platforms and other working places.

   Every ladder shall be securely fixed.

   No portable single ladder shall be over 9 Meters in length while the width between side rails in rung ladder shall in no case be less than 30cms for ladder upto and including Meters in length.

   For longer ladders this width should be increased at least 6mm for each additional 30cms.

   Uniform step spacing shall not exceed 30cms.

9. Adequate precautions shall be taken to prevent danger from electrical equipments.

   For electrical on line works gloves, rubber mats, and rubber shoes shall be used.

10. All trenches 1.2 Meters or more in depth shall at all times be supplied with at least one ladder for each 30 Meters 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 Meters 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 Meters 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.

    All trenches and excavations shall be provided with necessary fencing and lighting.

11. Before any demolition work is commenced and also during the process of the work:-

    a) All roads and open areas adjacent to the Work Site shall either be closed or suitably protected.

    b) No electrical cable or apparatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically charged.

    c) All practical steps shall be taken to prevent danger to persons employed from risk or fire or explosion or flooding.

       No floor, roof or other part of the building shall be so over-loaded with debris or materials as to render it unsafe.

    d) All necessary personal safety equipment as considered adequate by the Site Engineer should be kept available for the use of the persons employed on the Site and maintained in a condition suitable for

immediate use; and the Contractor should take adequate steps to ensure proper use of equipment by those concerned.

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

f) Those engaged in white washing and mixing or stacking of Cement bags or any materials which are injurious to the eyes shall be provided with protective goggles.

g) No paint containing lead or lead products shall be used except in the form of paste or readymade paint; Suitable facemasks should be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.

a) Overalls shall be supplied by the Contractor to the painters and adequate facilities shall be provided to enable the working painters to wash during the periods of cessation of work.

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

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

d) 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.

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

a) These shall be of good mechanical construction, sound material and adequate strength and free from patent defect and shall be kept in good repairs and in good working order.

b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.

c) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in-charge of any hoisting machine including any scaffold, winch or give signals to the operator.

d) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or lowering or as means of suspension the safe working load shall be ascertained by adequate means.

e) Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load.

In case of hoisting machine having a variable safe working load, each safe working load of the conditions under which it is applicable shall be clearly indicated.

No part of any machine or of any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.

f) Motor, Gearing, Transmission, Electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards, hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load, adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced.

g) When workers are employed on electrical installation, which are already energized, insulating mats, wearing apparel such as gloves, sleeves, and boots as may be necessary should be provided.

The workers should not wear any rings, watches and carry keys or other materials, which are good conductors of electricity.

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

14. SECURITY ARRANGEMENTS

a) Proper arrangements shall be made to keep all records under lock and key.

b) The Contractors should provide for adequate fences, watch and ward and security of all the construction materials.

c) Movement of material, stores and plant, especially of those in which the Bank has got a financial interest or those which influence progress of work, shall be strictly controlled. Checks shall be exercised at gate (entrance and exit shall be preferably through one gate only.

d) Bank's security guard will not be responsible for any theft or loss of the Contractor's belongings/equipment/materials.

62. CONDITIONS FOR ENGAGING ELECTRICAL SUB- CONTRACTOR:

As the scope of works involves Electrical works; the Bidder shall have either of the following.: The bidder themselves should have a valid Electrical contractor license of appropriate voltage issued by Tamilnadu State Govt. TNEB rules or as amended from time to time.

OR

With prior approval from SBI/Architect should engage an Electrical Contractor for execution of Electrical works, who has the above mentioned licence and requisite experience. In such cases, the main agency shall give an undertaking in the Technical Bid that he would engage an Electrical Contractor who possesses a valid Electrical contractor licence of appropriate voltage issued by Tamilnadu State Govt. TNEB rules or as amended from time to time and the same contractor shall execute the work till completion.

Under such cases the **Electrical Contractor** should have successfully completed "similar" magnitude of electrical works as specified below during last 7 years ending 30.09.2026 should be either of the following:

iv) Three similar completed works each costing not less than **₹ 0.29 Crore** (excluding GST) having:

v) Two similar completed works each costing not less than **₹0.36 Crore** (excluding GST) having:

vi) One similar completed works each costing not less than **₹ 0.58 Crore** (excluding GST) having

The applicant applying for electrical works must hold valid A-class electrical license from the Competent Government Authority issued in the name of Proprietor/Partner/Director of applied firm and should enclose photocopy thereof for verification. Agencies with valid Electrical License from other States applying for this empanelment should obtain valid Electrical License from the Electrical License Board of TNEB / Tamilnadu Government before applying, else will be rejected.

7. PRE-CONTRACT INTEGRITY PACT

(TO BE STAMPED AS AN AGREEMENT)

General

This pre-Bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ……. day of the ……. month of 2026, between, on the one hand,

The State Bank of India a body corporate incorporated under the State Bank of India Act, 1955) having its Corporate Centre at State Bank Bhavan, Nariman Point, Mumbai through its……..Department / Office at …… (Hereinafter called the "SBI", which expression shall mean and include, unless the context otherwise requires, its successors) of the First Part and M/s represented by Shri …… MD & Chief Executive Officer (hereinafter called the " CONTRACTOR which expression shall mean and include, unless the context otherwise requires, its / his successors and permitted assigns of the Second Part.

Whereas the SBI proposes to appoint a CONTRACTOR for Proposed RESTORATION OF SBI's CHENNAI MAIN BRANCH BUILDING (GRADE I HERITAGE STRUCTURE)AT CHENNAI**.**

and the CONTRACTOR is willing to offer/has offered the services and WHEREAS the CONTRACTOR is a private company/public company/Government undertaking/partnership, constituted in accordance with the relevant law in the matter and the SBI is an Office / Department of State Bank of India performing its functions on behalf of State Bank of India. NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

- Enabling the SBI to obtain the desired service / Equipment/ product at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and

- Enabling CONTRACTORs to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the SBI will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1. **Commitments of the SBI**

1.1. The SBI undertakes that no official of the SBI, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the CONTRACTOR, either for themselves or for any person, organization or third party related to the contract in exchange for

an advantage in the bidding process, Bid evaluation, contracting or implementation process related to the contract.

1.2. The SBI will, during the pre-contract stage, treat all CONTRACTORs alike, and will provide to all CONTRACTORs the same information and will not provide any such information to any particular CONTRACTOR which could afford an advantage to that particular CONTRACTOR in comparison to other CONTRACTORs.

1.3. All the officials of the SBI will report to the appropriate authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

1.4. In case any such preceding misconduct on the part of such official(s) is reported by the CONTRACTOR to the SBI with full and verifiable facts and the same is prima facie found to be correct by the SBI, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the SBI and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the SBI the proceedings under the contract would not be stalled.

2. **Commitments of CONTRACTOR.**

2.1. The CONTRACTOR commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Bid or during any pre contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

2.2. The CONTRACTOR will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the SBI, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

2.3. The CONTRACTOR further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the SBI or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with State Bank of India for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with State Bank of India.

2.4. Wherever applicable, the CONTRACTOR shall disclose the name and address of agents and representatives permitted by the Bid documents and Indian CONTRACTORs shall disclose their foreign principals or associates, if any.

2.5. The CONTRACTOR confirms and declares that they have not made any payments to any agents/brokers or any other intermediary, in connection with the is Bid/contract.

2.6. The CONTRACTOR further confirms and declares to the SBI that the CONTRACTOR is the original SIs in respect of Equipment / product / service covered in the Bid documents and the CONTRACTOR has

not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the SBI or any of its functionaries, whether officially or unofficially to the award of the contract to the CONTRACTOR, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

2.7. The CONTRACTOR, at the earliest available opportunity, i.e. either while presenting the Bid or during pre-contract negotiations and in any case before opening the financial Bid and before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the SBI or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

2.8. The CONTRACTOR will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, Bid evaluation, contracting and implementation of the contract.

2.9. The CONTRACTOR will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

2.10. The CONTRACTOR shall not use improperly, for purposes of competition or personal gain, or pass. on 'to others, any -information provided by the SBI as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data device / carrier. The CONTRACTOR also undertakes to exercise due and adequate care lest any such information is divulged.

2.11. The CONTRACTOR commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

2.12. The CONTRACTOR shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

2.13. If the CONTRACTOR or any employee of the CONTRACTOR or any person acting on behalf of the CONTRACTOR, either directly or indirectly, is a relative of any of the officers of the SBI, or alternatively, if any relative of an officer of the SBI has financial Interest/stake in the CONTRACTOR’s firm, the same shall be disclosed by the CONTRACTOR at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 2 (77) of the Companies Act 2013.

2.14. The CONTRACTOR shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the SBI.

3. **Previous Transgression**

3.1. The CONTRACTOR declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise / Public Sector Banks in India or any Government Department in India or RBI that could justify CONTRACTOR’s exclusion from the tender process.
3.2. The CONTRACTOR agrees that if it makes incorrect statement on this subject, CONTRACTOR can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

4. **Sanctions for Violations**

4.1. Any breach of the aforesaid provisions by the CONTRACTOR or any one employed by it or acting on its behalf (whether with or without the knowledge of the CONTRACTOR) shall entitle the SBI to take all or any one of the following actions, wherever required:

i. To immediately call off the pre contract negotiations without assigning any reason and without giving any compensation to the CONTRACTOR. However, the proceedings with the other CONTRACTOR would continue, unless the SBI desires to drop the entire process.

ii. To immediately cancel the contract, if already signed, without giving any compensation to the CONTRACTOR.

iii. To recover all sums already paid by the SBI, and in case of an Indian CONTRACTOR with interest thereon at 2% higher than the prevailing Base Rate of State Bank of India, while in case of a CONTRACTOR from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the CONTRACTOR from the SBI in connection with any other contract for any other stores, such outstanding could also be utilized to recover the aforesaid sum and interest.

iv. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the CONTRACTOR, in order to recover the payments, already made by the SBI, along with interest.

v. To cancel all or any other Contracts with the CONTRACTOR. The CONTRACTOR shall be liable to pay compensation for any loss or damage to the SBI resulting from such cancellation/rescission and the SBI shall be entitled to deduct the amount so payable from the money(s) due to the CONTRACTOR.

vi. To debar the CONTRACTOR from participating in future bidding processes of the SBI or any of its Subsidiaries for a minimum period of five years, which may be further extended at the discretion of the SBI. To recover all sums paid, in violation of this Pact, by CONTRACTOR to any middleman or agent or broker with a view to securing the contract. Forfeiture of Performance Bond in case of a decision by the SBI to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

vii. Intimate to the CVC, IBA, RBI, as the SBI deemed fit the details of such events for appropriate action by such authorities.

4.2. The SBI will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the CONTRACTOR or any one employed by it or acting on its behalf (whether with or without the knowledge of the CONTRACTOR), of an offence as defined in Chapter 20 of the Bharatiya Nyaya Sanhita or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

4.3 The decision of the SBI to the effect that a breach of the provisions of this Pact has been committed by the CONTRACTOR shall be final and conclusive on the CONTRACTOR. However, the CONTRACTOR can approach the Independent Monitor(s) appointed for the purposes of this Pact.

5. Fall Clause

The CONTRACTOR undertakes that it has not supplied/is not supplying similar service / product / equipment / systems or subsystems at a price lower than that offered in the present Bid in respect of any

other Ministry/Department of the Government of India or PSU or any other Bank and if it is found at any stage that similar Equipment/product/systems or sub systems was supplied by the CONTRACTOR to any other Ministry/Department of the Government of India or a PSU or a Bank at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the CONTRACTOR to the SBI, if the contract has already been concluded.

6. **Facilitation of Investigation**
In case of any allegation of violation of any provisions of this Pact or payment of commission, the SBI or its agencies shall be entitled to examine all the documents including the Books of Accounts of the CONTRACTORs and the CONTRACTORs shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

7. **Law and Place of Jurisdiction**
This contract is subject to Indian Law. The place of performance and jurisdiction is at Chennai.

8. **Other Legal Actions**
The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

9. **Validity**
9.1. The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the agreement to the satisfaction of both the SBI and the CONTRACTOR, including warranty period, whichever is later. In case Contractor is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract, with the successful CONTRACTOR by the SBI.

9.2. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

10. The parties hereby sign this Integrity Pact at_____ on _____

For SBI

Name of the Officer
Designation
Office/Department/Branch

FOR Contractor

Chief Executive Officer

9. LIST OF APPROVED MAKES OF MATERIALS FOR HERITAGE STRUCTURE (ISI MAKE)

SL NO	NAMES OF MATERIALS	APPROVED MAKES
1	Brick - size, color and specifications to match with the bricks at site	First Quality Country Burned Bricks / Table Moulded Bricks or Equivalent
2	Sand	River sand
3	Lime mortar - as per the technical specifications	nearest available quarry / dealers (Pollachi, Pondicherry, Andhra)
4	Stone - size, color and specifications to match with the stones at site	nearest available quarry / stone workshops (Mamallapuram / Salem / Narthamalai / Sholingur)
5	Wood - for Madras Terrace Roof	African teak (Benin)
6	Wood - for joineries	African teak (Benin)
7	Rolled steel (joists / girders)	Tata / Vizag / SAIL or eq
8	Paint remover for wooden surfaces / iron surfaces	Boiled linseed oil, laquer thinner / paint thinner of ISO make as required
9	Primer for wooden surfaces	Wood primer - Asian / Nippon / Berger or eq
10	Primer for metal surfaces	Wood primer - Asian / Nippon / Berger or eq
11	Cement Paint	Supercem / Snowcem or Equivalent
12	Wall Primer - water based	Asian Primero with sealer / Nippon / Berger or Equivalent
13	Wall paint - Exterior Emulsion	Asian Protek / Nippon Matex Gold PI4032 / Berger or eq
14	Wall / ceiling paint - Interior Emulsion	Asian Premium / Nippon Sumo Xtra / PX 6040 / Berger or eq
15	Metal Primer	Zinc chromite / Epoxy primer in Asian / Nippon / Berger or eq
16	Metal Paint	Epoxy enamel in Asian / Nippon / Berger or eq
17	Melamine Polishing of woodwork	Sheenlac / Asian / Nippon or eq
18	PU Polishing of woodwork	Asian Aquadur sealer + Aquador PU matt finish, Nippon, MRF or eq
19	Wall paint - exposed brickwork	Tile guard clear - Asian
20	Cuddappah stone	nearby quarry / local dealership