

**HIRING OF 62.5 KVA DG SET (LESSTHAN 3 YEARS OLD) WITHOUT AMF PANEL & WITH OPERATOR FOR 08
HOURS OPERATION: NIT NO: 124/18-19, DATE:16.08.2018**

NIT NO:SBIIMS/124/18
Date:16.08.2018



SBI INFRA MANAGEMENT SOLUTIONS PVT LTD
(WHOLLY OWNED SUBSIDIARY OF SBI)

INVITES TENDERS ON BEHALF OF STATE BANK OF INDIA, HYDERABAD.

IN A TWO BID SYSTEM.

FROM

SBI EMPANELLED SUPPLIERS FOR HIRING OF GENERATOR UNDER LHO,
HYDERABAD. (Contractors should submit proof of the same)

FOR

**HIRING OF 62.5 KVA DG SET (LESSTHAN 3 YEARS OLD) WITHOUT AMF PANEL & WITH OPERATOR FOR 08
HOURS OPERATION FOR SBI RACPC, KUKATPALLY, HYDERBAD.**

**The Senior Vice president,
SBI Infra Management Solutions Pvt. Ltd.
3rd Floor, SBI LHO Building,
Bank Street, Koti,
Hyderabad – 500 095
Phone:040-23466310/46**

NOTICE OF INVITING TENDER

SBI infra Management Solutions Pvt Ltd (SBIIMS) invites tenders on behalf of SBI, Hyderabad for hiring less than 3 years old 62.5 KVA DG set without AMF panel with operator for 08 hours operation. The Details of tender are as under :

1.	Name of Work	Hiring Of 62.5 KVA DG Set(Less than 3 Years old) Without AMF Panel & With Operator For 08 Hours Operation For SBI RACPC, Kukatpally, Hyderabad.
2.	Eligibility of contractor	SBI empanelled generator suppliers under LHO, Hyderabad.
3.	Time allowed for installation	20 Days from issue of Letter of Acceptance (LOA)
4.	Date of download of tender documents from Bank's website www.sbi.co.in under procurement news	From 16.08.2018 to 27.08.2018
5.	Last date and time for submission of tender	Date: 27.08.2018 by 3.00PM
6.	Address at which the tenders are to be submitted(Hard copy)	SBI Infra Management Solutions Pvt. Ltd., Office, 3rd Floor, SBI LHO Building, Bank Street, Koti, Hyderabad – 500 095
7.	Earnest Money Deposit	Rs. 10,000/- all Drafts/BCs shall be in favour of SBIIMS, Hyderabad. Payable at Hyderabad.
8.	Tender Cost	Rs.500.00 infavour of SBIIMS, Hyderabad.
9.	EMD& Tender Cost to be submitted at:	EMD & tender cost should be submitted physically at SBI Infra Management Solutions Pvt. Ltd., Office, 3rd Floor, SBI LHO Building, Bank Street, Koti, Hyderabad – 500 095 before 27.08.2018 by 3.00 P.M. Contact: Sr. Vice President / Vice President. 040- 23466346. vg.reddy@sbi.co.in
10.	Date , Time and venue of opening of Tenders	Date: 27.08.2018 at 3.30 P. M. at office of Sr. Vice-President, SBIIMS, 3 rd floor, SBI, LHO, Hyderabad.
11.	Initial Security Deposit	₹60,000.00 including EMD. in favor of AGM, RACPC, Kukatpally, Hyderabad. Payable at Hyderabad.
12.	Contract Period	The initial period of contract is for 3 year renewable for further period of 3 year with same terms and conditions, subject to half yearly review of satisfactory services and without any increase in the charges.
13.	Total Security Deposit	₹60,000.00. Security deposit will be refunded without interest after satisfactory completion of contract period.

14.	Penalty	Failure to rectify the system within 24 hours shall attract a penalty of Ten day hire charges for every day of failure till the system is made operational. The generator downtime shall be kept to the minimal and in case of major break downs/ unable to rectify the fault standby arrangement shall be made within 24hours from the time of breakdown.
15.	Details of payment	<p>The payment to the Contractor will be released on submission of monthly bills along with proof of adhering to the contract conditions after deducting all the taxes other than GST at source. Applicable GST will be paid by the SBI, as applicable from time to time.</p> <p>Payment of wages/EPF/ESI etc of the operator engaged by the contractor should be through an account maintained with any scheduled Commercial Bank which should be witnessed by an officer of the Bank and evidences should be submitted to the Bank. The payment to be made before 7th of the month. All the bills to be submitted to RACPC, Secunderabad. The performance of the contractor shall be monitored by the committee based on the feedback on quarterly basis.</p>
16.	Validity of offer	90 days
In case the date of opening of tenders is declared as a holiday, the tenders will be opened on the next working day at the same time.		
SBIIMS has the right to accept/reject any/all tenders without assigning any reasons.		
For and behalf of SBI INFRA MANAGEMENT SOLUTIONS PVT LTD		

HIRING OF LESSTHAN 3 YEARS OLD 62.5 KVA DG SET WITHOUT AMF PANEL WITH OPERATOR FOR 08 HOURS
OPERATION

INSTRUCTIONS TO THE TENDERERS

1. Scope of work
2. Site and location of work
3. Site Visit
4. Earnest Money Deposit(EMD)
5. Initial Security Deposit(ISD)
6. Total Security Deposit(TSD)
7. Signing of Contract Documents
8. Completion Period
9. Validity of tender
10. Liquidity Damages
11. Rates & Prices

1. Scope of Work

Offline tenders are invited by **The Senior Vice President , SBI Infra Management solutions Pvt. Ltd ,3rd Floor, Local Head Office,Bank Street, Koti, Hyderabad- 500095** for and on behalf of "SBI, Hyderabad". From the SBI empanelled generator suppliers under LHO, Hyderabad..

1.1 SCOPE OF WORK IN BRIEF

Successful bidder has to arrange the operator for 8 hours operation including Sundays & holidays. Operator has to monitor the power supply in case of failure of Electricity Board supply , operator has to change the change over of the panel manually to give the supply to the load and vice-versa. The scope of work includes bringing of Diesel from the Diesel outlets with his cost and same may be reimbursed along with monthly bill with transportation against submission of bill .The proposed work is to be carried out at SBI, RACPC, Kukatpally, Hyderabad.

The tender process will be in two cover system.

The qualification proposal and price bid proposal in two separate sealed covers distinctly marked accordingly and both the proposals then put in a **third envelope** and sealed duly super-scribed as "**Tender for HIRING OF 62.5 KVA DG SET FOR RACPC, Kukatpally**

Envelope One: This envelope will contain;

- The EMD amount of Rs.10,000/-
- Cost of tender

- Undertaking by the contractor in the prescribed format a
- Empanelment letter for Hiring Diesel Generator Set Issued by the LHO, Hyderabad
- Copy of GST registration
- Copy of ESI registration
- Copy of EPF registration
- Copy of Registration with labour Department

NOTE: TENDER WILL BE REJECTED IF THE TENDERER FAILS TO SUBMIT THE REQUIRED EMD AND WILL BE RETUREND WITHOUT OPENING THE PRICE BID.

Envelope Two: This envelope will contain the price bid.

1. All the tenderers are requested to note that SBIIMS. HYDERABAD will not accept any conditional tender and the tender will be rejected if any tenderer found quoted conditional tender. All conditions, if any, to be quoted with rate. The rate should be inclusive of all taxes payable including the, insurance premium and service charges for the labour and machinery etc. except GST. Applicable GST will be paid by Bank.
2. The tenderer should satisfy him-self of the scope of work before quoting the rates and clear the doubts if any. No deviation of conditions or request for change of specifications or additional rate will be entertained at any stage.

Envelope Three: Envelope 1 & Envelope 2

NOTE: TENDER WILL BE REJECTED IF THE TENDERER FAILS TO SUBMIT THE REQUIRED EMD AND TENDER COST AND WILL BE RETUREND WITHOUT OPENING THE PRICE BID.

2.0 Site and its location:

- 2.1 The work has to be carried out strictly according to the conditions stipulated in tender

Consisting the following documents and the most workman like manner,

- Instructions to tenderers
- General Conditions of Contract
- Scope of Contract

➤ Priced Bid

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

- Price Bid
- Technical Specifications
- General Conditions of Contract
- Scope of Contract

2.3 The tender documents are not transferable.

3.0 Site Visit

3.1 The tenderer must obtain himself on his own responsibility and his own expenses all information and data which may be required for the purpose of filling this tender document and enter into a contract for the satisfactory performance of the work. The Tenderer is requested to satisfy himself regarding the availability of water, power, transport and communication facilities, the character quality and quantity of the materials, labour, the law and order situation, climatic conditions local authorities requirement, traffic regulations etc; The tenderer will be fully responsible for considering the financial effect of any or all the factors while submitting his tender.

4.0 Earnest Money

4.1 The tenderers are requested to submit the Earnest Money of as stipulated in NIT

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

4.3 No interest will be paid on the EMD.

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

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

5.0 Initial Security Deposit (ISD)

5.1 The successful tenderer will have to submit as stipulated in NIT within a period of 15 days of acceptance of tender.

6.0 Total Security Deposit -

6.1 The EMD & ISD of the successful tenderer will be converted into security deposit and the same will be refunded without interest after satisfactory completion of contract period.

6.2 No interest shall be paid to the amount retained with the SBI as Security Deposit.

7.0 Signing of Contract Documents

The successful tenderer shall be bound to implement the contract by signing an agreement and conditions of contract attached herewith within 15 days from the receipt of intimation of acceptance of his tender by the SBIIMS. However, the written acceptance of the tender by the SBIIMS will constitute a binding agreement between the SBIIMS and successful tenderer whether such formal agreement is subsequently entered into or not.

8.0 Completion Period

8.1 20 Days from Date of Issue of Letter of Acceptance

9.0 Validity of Tender

Tenders shall remain valid and open for acceptance for a period of 3 (Three) months from the date of opening price bid. If the tenderer withdraws his/her offer during the validity period or makes modifications in his/her original offer which are not acceptance to the SBIIMS without prejudice to any other right or remedy the SBIIMS shall be at liberty to forfeit the EMD.

10.0 Penalty

10.1 Failure to rectify the system within 24 hours shall attract a penalty of ten day hire charges for every day of failure till the system is made operational. The generator downtime shall be kept to the minimal and in case of major break downs/ unable to rectify the fault standby arrangement shall be made within 24 hours from the time of breakdown.

11.DETAILS OF PAYMENT: The payment to the Contractor will be released on submission of monthly bills along with proof of adhering to the contract conditions after deducting the TDS as applicable from time to time.

Payment of wages/EPF/ESI etc of the operator engaged by the contractor should be through an account maintained with any scheduled Commercial Bank which should be witnessed by an officer of the Bank and evidences should be submitted to the Bank. The payment to be made before 7th of the month. All the bills to be submitted to RACPC, Secunderabad. The performance of the contractor shall be monitored by the committee based on

the feedback on quarterly basis.

12. Installation of the DG set has to be done during holidays only. After completing the work and during execution the premises should be kept neat and clean daily after work. All the debris to be disposed out of premises as and when required / directed by SBIIMS.
- 13 SBIIMS reserves the right to accept or reject any or all tenders without assigning any reason.

CERTIFICATE OF THE CONTRACTOR;

I / We read and understood the above conditions and requirements of SBIIMS in hiring of less than 3 years old 62.5 KVA DG set without AMF panel with operator for 8 hours operation and agree to the same.

Signature

Place: (Name and Address of the Contractor)
with Seal

Date :

GENERAL CONDITIONS AND INFORMATION TO THE CONTRACTORS:

1. Conditional quotes and quotations not satisfying SBIIM's terms and conditions shall be rejected.
2. Non submission of required documents, incomplete tenders will be rejected.
3. TDS as applicable will be deducted from the charges payable to the contractor.
4. The Hire charges quoted shall be inclusive of all taxes including duties, operator charges, transportation, loading & unloading, visit charges of Service Engineer, night duty allowances if required, Overtime charges if required etc except GST. Applicable GST will be paid by the SBI.
5. The initial period of contract is for 3 year renewable for further period of 3 year with same terms and conditions, subject to half year review of satisfactory services and without any increase in the charges.

6. SBIIMS reserves the right to terminate the contract with a 1 month prior notice. The contractor has also option to withdraw the contract with 4 months prior notice to the SBIIMS.
7. Contractors are advised to inspect the site before quoting.
8. All men and machinery has to be covered under suitable insurance and a copy of insurance policy for the service engineer those who are visited to SBI on daily basis and the equipment has to be furnished to the SBIIMS immediately after installation.
9. SBIIMS is not liable to pay any compensation for the damages to men and machinery under any circumstances.
10. The SBIIMS does not bind itself to accept the lowest tender and reserves to itself the right to reject any or all the tenders received without, assigning any reason.
11. Final award of the contract will be subject to the approval of the Competent Authority in the SBIIMS.
12. Bidder has to provide & maintain the Log book at site with his cost, operator has to fill the details like fuel levels, load current, rpm, frequency, voltage, coolant condition, lubricant levels and condition etc,

SCOPE OF THE CONTRACT :

1. Operating time of Diesel Generator set is 8 hours including Sundays & holidays. During change over operation, more attention is required to start & stop the generator & changing of the changeover position.
2. The scope of work includes supply & topping up of lubricants and coolant, changing of filters and lubricants & coolant, preventive maintenance & overhauling of the DG set etc with his cost. No additional charges will be paid for the same.
3. No additional rent or operator charges will be paid for operation on any holidays and weekends.
4. Minimum wages as prescribed by the Central labour act shall be payable to the operator by the contractor as the case may be. The Contractor shall bind himself and shall indemnify and hold the SBI, Hyderabad harmless, in respect of this contract, including all claims, damages proceedings, Costs, charges and or any expenses whatsoever which may be imposed, enforced or brought against the SBI, Hyderabad or any of its Officers or employees for reasons of or consequent upon any breach or default on the part of contract or in respect of violation of any of the provisions of Law / Act / Rules or Regulations having the force of Law or under any

Award or decision by any competent Tribunal, Court or Authority in respect of the workmen or any one employed engaged by the Contractor in connection with this contract. This indemnity shall survive even after termination of the contract.

- 5.The Contractor shall fully comply with all the applicable laws, rules and regulations relating to P.F. Act including the payment of P.F. contributions, Payment of Bonus Act, Minimum Wages Act, Workmen's Compensation Act, ESI, CL(R&A) Act, Essential Commodities Act, Migrant Labour Act and' or such other Acts or Laws or regulations passed by the Central & State, Municipal and Local Government agency or authority, including T.D.S. as per Income Tax Act, applicable from time to time.
- 6.The Contractor shall be responsible for proper maintenance of all Registers, Records and Accounts as required under the applicable laws / statutory provisions and' or Rules / Regulations framed there under. The Contractor shall be responsible for maintaining record pertaining to payment of Wages Act and also for depositing the P.F. contributions, if required, with authorities concerned.
- 7.The Contractor shall be responsible for all the claims of his employees and the employees of the Contractor shall not make and claim whatsoever against the SBIIMS Hyderabad. The Contractor's workmen will not have any right whatsoever to get absorbed in the SBIIMS, Hyderabad.
8. The Contractor shall engage fully trained and adequately experienced workmen, who are medically fit. They should be free from any contagious diseases.
9. The Contractor shall obtain adequate insurance policy / policies in respect of his workmen to be engaged for the work, towards meeting the liability of compensation arising out of death / injury / disablement at work etc. The Contractor shall provide weekly off / holidays to his workmen as per applicable laws / labour laws but it will be his responsibility to ensure uninterrupted services on all days.
- 10.The Contractor shall bear all the costs and expenses in respect of all charges, including stamp duty, registration etc. of this agreement and/or any other documents/agreements, which are required to be executed.
- 11.All necessary tools like clamp meter, drilling machines and pliers, multimeter and other essential tools for effective maintenance of the DIESEL GENERATOR equipments shall be provided by the contractor.
- 12.ESI,PF,labour registrations, Insurance coverage and other statutory requirements for the operator is mandatory and the contractor is responsible for compliance of all the rules & regulations.
- 13.Contractors shall arrange for comprehensive maintenance of their DIESEL GENERATOR set as prescribed by the supplier for reducing the breakdowns to the minimum and for uninterrupted operation of DIESEL GENERATOR set.

14. All the maintenance expenses including replacement of spares for the DIESEL GENERATOR set along with periodic replacement of lube oil shall be borne by the contractor.
15. The Contractor /owner of the DIESEL GENERATOR set has to arrange at their own cost all necessary approval from Government of Telangana / Polution Control Board of State Government or any other Statutory body including environmental clearance, if required, for installation and running of DIESEL GENERATOR set at respective sites.
16. The contractor shall arrange for diesel and the cost will be reimbursed to them along with the transportation charges on an actual basis on production of receipt / Bill duly certified by the Officer in Charge / Engineer.
17. Owner / Contractor of DIESEL GENERATOR set has to keep the diesel in safe custody under proper care at the site and has to ensure the safety of the location.
18. Owner / Contractor of the DIESEL GENERATOR set has to bear the installation / transportation charges of DIESEL GENERATOR set.
19. Owner / Contractor of the DIESEL GENERATOR set has to maintain a log book at the site to record the following :
 - i) TSSPDCL power failure.
 - ii) Power resumption.
 - iii) Time for which the generator was operational (generator off and on timings).
 - iv) Consumption of diesel.
 - v) Follow-up with TSSPDCL officials for reasons of power failureThe log book shall be submitted to the officer-in charge daily or as and when called upon by the Officer-in charge /Engineer.
20. The generator downtime shall be kept to the minimal and in case of major break downs, standby arrangement shall be made within 24 hours from the time of breakdown.
21. Failure to rectify the system within 24 hours shall attract a penalty of ten day hire charges for every day of failure till the system is made operational.
22. The contractor / firm shall be held responsible for any misdeeds / misbehavior of their employees within the premises.
23. All statutory requirements shall be at the cost and consequences risk of the contractor / firm.
24. Self start Battery condition shall be well maintained for trouble free operation.
25. The contractor shall arrange for diesel and the cost will be reimbursed to them along with the transportation charges on an actual basis on production of receipt / Bill duly certified by the Officer in Charge / Engineer.

26. Owner / Contractor of Diesel Generator set has to keep the diesel in safe custody under proper care at the site and has to ensure the safety of the location.
27. The Contractor /owner of the Diesel Generator set has to arrange at their own cost all necessary approval from Government of Telangana / TSPCB/CPCB or any other Statutory body including environmental clearance, if required, for installation and running of Diesel Generator set at respective sites.
28. The contractor should ensure that the operator/ electrician and the DG set shall be covered under suitable insurance.
29.)All safety / precautionary measures shall be strictly adhered to by the contractor / electrician while executing the work to avoid any damage to the men and material.
30. The contractor shall ensure that the DG set is always on 'ready to operate' condition

31) STATUTORY PERMISSIONS AND SAFETY PRECAUTIONS:

- (i) The approval/ clearance (as per prevailing guidelines) for the installation of DG sets from Central Pollution Control Board/ State Pollution Control Board/ Local Bodies/ State Electricity Authorities(SEB)/ other Licensing Authorities as required shall be obtained by the supplier/ contractor. It should be kept with the Branch.
- (ii) Wherever applicable, the Electricity Tax for Generation of Energy based on number of units generated, should be paid to the Concerned Energy Deptt. / Electrical Inspectorate, Electrical safety Deptt.
- (iii) Generally the Electrical substations including DG sets are inspected by the Electrical Inspectors once in a year and required inspection fee is paid by the Bank.

General safety precautions are enclosed as per annexure- VII.

9. 32) ELECTRICAL INSTALLATIONS:

- (i) The cost of required Earth pits for body and neutral Earthing, should be borne by the bank and it should be got done through Bank's Electrical contractor.
- (ii) The cable of Manual changeover switch & required size from DG set to AMF panel and AMF panel to main switch, Calibrated Energy Meter and Running Hours Meter duly sealed should be provided by the contractor who has provided the DG set.

Annexure-VII

SAFETY PRECAUTIONS FOR DG SETS:

- i) Engines emit carbon monoxide. Never use a generator inside home, garage, basement, crawl space, or other enclosed areas. Fatal fumes can build up, that neither a fan nor open doors and windows can provide enough fresh air.
- ii) Only use generator outdoors, away from open windows, vents, or doors.
- iii) Gasoline and its vapours are extremely flammable. Allow the generator engine to Cool at least 10 minutes before refuelling and always use fresh fuel.
- iv) Maintain generator according to the manufacturer's maintenance schedule
- v) For peak performance and safety.

- vi) Never operate the generator near combustible materials.
- vii) If you are connecting a generator to your premises, have a qualified electrician/ Technician to connect the same.
- viii) Generators produce powerful voltage - Never operate under wet conditions. Take
- ix) Precautions to protect your generator from exposure to rain and snow.

The technicians/ operator/ employee should read and follow the manufacturer's guidelines before operating or maintaining the Diesel Generator set and don't forget to use common sense.

UNDERTAKING TO BE SUBMITTED BY THE
CONTRACTORS ALONG WITH THE TENDER

Date:

Senior Vice President
SBI Infra Management Solutions Pvt. Ltd.,
3rd Floor, Local Head Office,
State Bank of India
Bank Street, Koti, Hyderabad- 500095

Dear Sir,

**Hire of OF LESSTHAN 3 YEARS OLD 62.5 KVA DG SET WITHOUT AMF PANEL
WITH OPERATOR FOR 08 HOURS OPERATION**

Having examined and understood the Proposal Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, confirm that;

- 1) We are agreeable for the SBIIMS's terms and conditions.
- 2) Our rates are inclusive of duties, operator charges, handling, transport, installation at your site, testing and commissioning at your site. The rates are fixed for entire period of contract. Applicable GST will be paid by the SBI.
- 3) We have enclosed all the relevant documents required by you.
- 4) We agree to abide by the Proposal and the rates quoted therein for the contract awarded by the SBIIMS.
- 5) Until a formal contract is prepared and executed, this Proposal, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
- 6) We understand that SBIIMS reserves the right to accept or reject any or all quotations without assigning any reason whatsoever thereof.

**WE UNDERSTAND THAT SBIIMS RESERVES THE RIGHT TO ACCEPT OR REJECT
ANY OR ALL BIDS WITHOUT ASSIGNING ANY REASON WHATSOEVER
THEREOF.**DATED THIS _____ DAY OF _____ 201__

Signature of Contractor in the capacity of

Duly authorized to sign Proposal for and on behalf of

SPECIFICATION FOR DIESEL GENERATOR SET

(a) DIESEL ENGINE:

- (i) Make: Kirloskar/ Cummins /Greaves / Mahindra / Ashok Leyland/ Mahindra/Eicher
- (ii) Multi Cylinders, water Cooled, 1500 RPM, Diesel engine

(b) Alternator specification:

- (i) Make: Stamford/Kirloskar/ Kirloskar Electric/Crompton Greaves.
- (ii) Capacity:

30/ 35/ 40/ 50/ 62.5/75/ 82.5/100/125KVA at 0.85PF415 Volts, 3 Phases, 4 wires, 50 Hz

(Single phase DG set up to 25 KVA depending on site conditions, may be hired)

- (iii) The regulation from no-load to full load shall not exceed 2.0 %.
- (iv)The alternator shall be of brush less type design, self excited of robust construction. The alternator shall be suitable for continuous rating with ambient temperatures of 40 degrees centigrade. The voltage control shall be through automatic voltage regulator unit (AVR). The AVR unit shall de-excite the alternator in case of short circuit.
- (v) It shall withstand 10% overload for one hour every 12 hour duration on operation.
- (vi) The alternator shall confirm drip proof constructions per IS: 4722 (At least IP 23).

(C) SOUND PROOF ENCLOSURE:

- (i)**Noise Level permitted:** Wherever acoustic insulation is provided 75 db at 1.0 meter from DG set under free field condition meeting CPCB norms.
 - (ii)Shall be factory fabricated specially with superior quality acoustic insulation so as to achieve the permissible noise level within the prescribed norms of state/ Central Pollution Control Board.
 - (iii) The container shall be weather proof housing the D.G. Set, fuel tank. Fresh air will enter from the alternator end. Blowers of adequate capacity will be provided, if necessary, to provide sufficient air for cooling & ensure operating temperature is within prescribed limits specified by engine manufactures.
- Hinged / Sliding door will be provided on either side. Sufficient maintenance access shall be provided in the design of the acoustic enclosure.

(d) AGE OF DIESEL GENERATOR SET: Age of Diesel Generator set at the time of hiring should be less than 3 years old. Invoice/Excise gate pass etc., shall be submitted as a proof of age.

- (e) The diesel engine shall be robust heavy duty construction. It shall deliver the required BHP at the shaft of the coupled alternator to deliver the rated output of required KVA. The speed Governor shall be mechanical auto controlled, adjusting automatically to the desired load conditions.
- (f) The Engine shall be fitted with all standard accessories as detailed above. It shall be possible to start the engine from the AMF Panel & locally.

(g) The operation of the DG set shall be on Automatically on Mains Failure with a pre-set time. The Engine will be shut down automatically on resumption of mains power with a pre-set time delay through AMF Panel.

H) The DG set shall be mounted on wheels or foundation as required.

DECLARATION;

1. All the information furnished by me / us here above is correct to the best of my knowledge and belief.
2. I/We have no objection if enquiries are made about the work listed by me/ us in the accompanying sheets/ annexure.
3. I/We agree that the decision of SBIIMS in selection of contractors will be final and binding to me/ us.
4. I/We have read the instructions and I/we understand that if any false information is detected at a later date the empanelment shall be cancelled at the discretion of the SBIIMS.

PLACE:

DATE:

SIGNATURE OF CONTRACTOR
NAME&DESIGNATION
SEAL OF ORGANISATION

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 Sr. Vice President, SBIIMS – Hyderabad
- b. and shall include his/their heirs, legal representatives, assignees and successors.
- c. "Contractor" shall mean _____
_____ and shall include his/their heirs, legal representatives, assignees and successors.
- d. "Banks Engineer" shall mean any Engineer who is employed by SBIIMS 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.
- 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 Premises, 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 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.
- o. "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.
- p. 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 there from.
- 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. **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.

4. **SUB-CONTRACTORS:**

Signature of the Contractor with seal

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.

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.

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.

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.

5. **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

authorised 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 21, hereof.

6. 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 as 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.

7. 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 therefrom.

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.

8. 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 authorised 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.

9. MINIMUM AMOUNT OF THIRD PARTY INSURANCE:

Such insurance shall be effected with an insurer and in terms approved by the SBIIMS 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 for physical property, injury, and death is Rs.5.00 lakhs per occurrence with the number of occurrences limited to four. After each occurrence contractor will pay additional premium necessary to make insurance valid for four occurrences always.

10. 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.

Refer clause 9 & 36 of Special Conditions of Contract.

11. **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.

12. **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.

Please refer clauses 9 & 36 of special conditions of contract.

13. **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.

14. **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.

15. **SUSPENSION OF WORKS:**

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 despatch, 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 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.

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;

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.

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.

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.

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 plan and all surplus materials as may not have been used in the completion of the works from the site.

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.

16. 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 manufacturer's 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 or incompleting work of the sub-contractor for which he may be liable under the terms of the contract.

17. **CERTIFICATES AND PAYMENTS:**

The contractor shall be paid by the Employer after due checking and after making necessary correction from time to time, by instalments 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 been 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 instalments 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.

Please refer clause 37 & 46 of Special conditions of agreement.

18. **NOTICES:**

Notices for the Employer, the Architect, or the Contractor may be served personally or by being left at or sent by registered post 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 registered post to the Registered Offices of the Company or Corporation. Any notice sent by registered post shall be deemed to be served at the time, when in the ordinary course of post it would be delivered.

19. **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 thereunder.

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

a. has abandoned the contract or

Signature of the Contractor with seal

- 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 detriment 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 realised. 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.

20. **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.

Resolution for winding up, either compulsorily or subject to the supervision of the Court or voluntarily, or if the Official Liquidator or the Employer shall repudiate the contract, or if the if the Official Liquidator in any such winding up shall be unable within 15 days notice to him requiring him to do so, to the reasonable satisfaction of the contractor that he is not able to carry out and fulfill the contract and to give security for the same (including Earnest money), or if the works be stopped for any payments due, and to become due thereunder and if required under the order of the Architects or the Employer or by an injunction or other order of any court of law, then in any of the said cases, the contractor shall be at liberty to determine the contract by notice in writing to the Employer/Architect, and he shall be entitled to recover from the Employer, payment for all works executed and for any losses he may sustain, upon any plant or materials supplied or purchased or prepared for the purpose of the contract.

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 hereof.

21. 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.

22. **ARBITRATION:**

- a. When the contractor is dissatisfied with the decision of the Architect/Employer, the contractor is required to give a notice to the Employer within 30 days of the receipt

of such decision, for the appointment of the Arbitrator for the settlement of the outstanding disputes.
- b. Sr. Vice President, SBIIMS, Mumbai shall be appointed to refer those disputes for adjudication to a sole arbitration.
- c. It is also a term of the contract that if the contractor does not make any demand for Arbitrator in respect of any claims within 90 days of receiving the intimation from the Bank that the final bill is ready for payment, the claims if any received after 90 days period shall be absolutely barred from reference to the Arbitrator.
- d. All disputes or differences of any kind whatsoever, which shall at any time arise between the parties hereto touching or concerning the works or the execution or maintenance thereof this contract, or the rights touching or of this contract, effect thereof, or to the rights or liabilities of the parties arising out of or in relation thereto, whether during progress or after determination, foreclosure or breach of the contract (other than those in respect of which the decision

expressed to be final and binding in cases listed out in condition 40 above), Architects shall, after written notice to either party to the contract and to the appointing Authority, who shall be appointed for this purpose by the employer refer those disputes for adjudication to a sole arbitrator, to be appointed as hereinafter provided.
- e. For the purpose of appointing the sole arbitrator referred to above, the Appointing authority will send, within thirty days of receipt by him of the written notice

aforesaid, to the contractor a panel of three names of persons, who shall be presently unconnected with the organization for which the work executed.

- f. The contractor shall on receipt by him of the names as aforesaid, select any one of the persons named to be appointed as a sole arbitrator and communicate his name to be appointed as a sole arbitrator to the Appointing Authority, within thirty days of receipt of the names by him. The Appointing Authority shall thereupon without any delay appoint the said person as the sole arbitrator. If the contractor fails to communicate such selection as provided above within the period specified, the Appointing Authority shall make the selection and appoint the selected person as the sole arbitrator.
- g. If the Appointing Authority fails to send to the contractor the panel of three names as aforesaid within the period specified, the contractor shall send to the appointing authority a panel of three names of persons, who shall be unconnected with either party. The Appointing Authority shall on receipt by him of the names as aforesaid select any one of the persons named and appoint him as the sole arbitrator. If the Appointing Authority fails to select the person and appoint him as the sole arbitrator within 30 days of receipt by him of the panel and inform the contractor accordingly, the contractor shall be entitled to appoint one of the persons from the panel as the sole arbitrator and communicate his name to the Appointing Authority.
- h. If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reasons whatsoever, another sole arbitrator shall be appointed as aforesaid.
- i. The work under the contract, shall however, continue during the arbitration proceedings and no payment due or payable to the contractor shall be withheld on account of such proceedings.
- j. The arbitrator shall be deemed to have entered on the reference, on the date he issues notice to both the parties, fixing the date of first hearing.
- k. The arbitrator may from time to time, with the consent of the parties, enlarge the time for making and publishing the award.
- l. The Arbitrator shall give a separate award in respect of each dispute or difference referred to him. The Arbitrator shall decide each dispute in accordance with the terms of the contract and give a reasoned award. The venue of arbitration shall be such a place, as may be fixed by the Arbitrator in his sole discretion.

The fees, if any, of the Arbitrator, if required to be paid before the award is made and published, shall be paid half and half by each of the parties. The costs of the reference and of the award including the fees, if any, of the Arbitrator, who may

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

- m. The award of the Arbitrator shall be final and binding on both the parties.
- n. Subject to aforesaid, the provisions of the Arbitration and Conciliation Act, 1996, or any statutory modifications or re-enactments thereof, and the rules made thereunder, and for time being in force, shall apply to the arbitration proceedings under this clause.

23. SAFETY CODE

Suitable scaffolds should be provided for workman for all the works that cannot safely be done from the ground or from solid construction, except in cases of short duration works, which 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, it shall be of rigid construction made either of good quality wood or steel. The steps shall have a minimum width of 450mm and a maximum rise of 300mm. Suitable foot and hand holds of good quality wood or steel shall be provided and the ladder shall be given an inclination not steeper than 1 in 4 (1 horizontal to 4 vertical).

Scaffolding or staging more than 300mm above the ground or floor, swung or suspended from an overhead support, shall be erected with stationery supports and shall have guard rails properly attached, bolted, braced and otherwise secured and atleast 900mm high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends there of with only such openings as may necessary for the access of persons and delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.

Working platform, gangways and stairways should be so constructed that they should not sag unduly or unequally and if the height of the platform or the gangway or the stairway is more than 3-6m above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened, as described in (ii) above.

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 900mm.

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 M in length while the width between side rails in ring ladder shall be in no case be less than 300mm. For longer ladders, this width should be increased atleast 6mm for each additional foot of length. Spacing of steps shall be uniform and shall not exceed 300mm.

Adequate precautions shall be taken to prevent danger from electrical equipment. At the work site, no materials shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall also provide all necessary fencing and lights to protect the public from accident,

and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay damages and costs, which may be awarded in such suit, action or proceedings to any such persons or which may with the consent of the contractor be paid to compromise any claim by any such person.

24. LABOUR LAWS AND RULES

The Site Engineer shall ensure that the contractor maintains relevant records and fulfils all conditions and requirements in accordance with

- a. The payment of Wages Act
- b. Employer's Liability Act
- c. Workmen's Compensation Act
- d. Contract Labour (Regulations & Abolition) Act 1970 and Central Rules 1971.
- e. Apprentices Act 1961.
- f. Any other Act or enactment relating thereto and rules framed thereunder from time to time.

The Site Engineer shall refrain from involving himself and the supervisors under him by comments/advice/attempts at mediation in any kind of labour dispute at site. His job is only to report to his superiors any happenings of the this sort in an objective manner.

EMPLOYER'S RESPONSIBILITY – CONTRACT LABOUR (REGULATIONS AND ABOLITION) ACT 1970 AND RULES 1971

With a view to ensuring that the provisions of the Act are not contravened, the Site Engineer should give particular attention to the following points and see that all the provisions of the Act are enforced:

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1. Principal Employer (Banks) is registered as per the Act.
2. Contractor holds a licence under the Act from the Local Labour Commissioner for the appointment of Contract labour.
3. Required notice boards, registers and records as provided in section 29 of the Act are maintained by the contractor.
4. Payment of proper wages as per the rules are effected within the prescribed time limits by the contractor.
5. Prescribed facilities and amenities are provided by the contractor.
6. Proper efforts are made by the contractor to set right contravention of law, as soon as the notice pointing out the same is received from the Labour Enforcement Officer, and reports
"on action taken" are sent to the Labour Enforcement officer at the earliest with copies to the Employer.

SPECIAL CONDITIONS.

1. Contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, what ever the cause of the delays may be, including delays arising out of modifications to the work entrusted to him or in any subcontract connected there with or delays in awarding contracts for other trades of the project or in commencement or completion of such works in obtaining water and power connections for construction purpose or for any other reason what so ever and the Employer shall not be liable for any claim in respect thereof. The Employer does not accept liabilities for any sum besides the tender amount, subject to such variations as are provided for herein.
2. The successful tenderer is bound to carry out any items of work necessary for completion of
the job if such instructions in respect of such additional items and their quantities will be issued in writing by the Architects with the prior consent in writing of the Employer.

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3. The contractor must bear in mind that the work shall be carried out strictly in accordance with specifications made by the Architects.
4. The rates quoted in tender shall also include electric consumption charges for power. If no

power is available at site the contractor shall have to make his own arrangement to obtain power connection and maintain at his expense an efficient service of electric light and power and shall pay for the electricity consumed. The Employer shall give all possible assistance to the contractor to obtain the requisite permission from the various authorities, but the responsibility for obtaining the same shall be that of contractor.
5. Contractor shall strictly comply with the provisions of safety code in addition to all local rules and regulations.
6. The contractor shall be responsible for the observance of all rules and regulations framed by the government under the contract labour act. The Employer shall be entitled to deduct all losses, damages that he might suffer on account of non-observance of these rules by the contractor, from the amount payable to the contractor.
7. Time shall be considered the essence of this contract. The entire work must be completed within 45days from the commencement of the work. If the completion of the work is delayed beyond 1 month, a penalty at the rate of ½ % per week over the contract value will be imposed subjected to a maximum of 5%.
If the work is delayed beyond 30 days after the date of completion, the remaining work will be carried out through other agencies at the risk and cost of the contractors under the contract with prevailing market rates.
8. The successful tenderer shall submit the phased programme of execution of different items of work within 2 days after receipt of acceptance letter.

Office with Architects Certificate.
10. Before filling in the tender the contractor will check all the drawings and schedule of quantities and will get an immediate clarification from the employer / Architects on item not clearly understood. No claims for any loss or compensation will be entertained on this account.
11. All the work shall be carried out as per detail drawings and specifications or as directed by employer / Architects.

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12. The rates quoted in the tender shall be for the finished items of work. They shall include all the charges labour, materials, transportation of material equipment, double scaffolding water and electric charges, tool and plants, marking out and cleaning of site, to do all things necessary to provide complete finished item for work consistent with the specifications attached to this tender document. The rates shall be inclusive of octroi duty, excise duty, packing and forwarding, loading or unloading or any other duties or fees levied by any government, public or local bodies. The rates shall be firm and shall not be subject to exchange variations, labour conditions or any other conditions whatsoever.
13. The calculations made by the tenderer should be based upon the probable quantities of the several items of work which are furnished for the tenderer's convenience in the schedule of quantities, but it must be clearly understood that the contract is not a lumpsum contract, that neither the probable quantities nor the value of individual items nor the aggregate value of the entire tender will form part of the contract and that the employer / Architects do not in any way assure the tenderer or guarantee that the work would correspond thereto.
14. Adequate engineering and technical staff to be appointed at site. INTERIOR contractor should inform of their number and qualification. An Approval of employer / Architects should be taken prior to appointing such technical staff on site.
15. **The contractor shall keep the tender submitted by him open for acceptance for a minimum period of three months from the date of its submission**. When once the tender is accepted the rates quoted by the successful tenderer shall be firm and the variation in rates of any one or all the items on any account shall not be allowed during the entire duration of the contract.
16. During the execution of work, contractor must check the work with his drawings. The contractor shall be responsible for all the errors in this connection and shall have to rectify all the defects at his own cost, failing which the client reserves the right to get the same rectified at the risk and cost of contractor.
17. No claim for extra item or deviation from specification shall be entertained unless the same is pointed out and accepted as such before the work is taken in hand or within 15 days of work by the successful tenderer.

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18. The contractor shall comply with all bye- laws and tax regulations (including GST) of local and other statutory authorities having jurisdiction over the works and shall be responsible for the payment of all the fees and other charges and for giving and receiving of all necessary notices drawings and test certificates.
19. The successful tenders shall properly safeguard against damage or injury to the public and to any property or thing and shall alone be responsible for any such damage and injury to any person or persons or thing arising in connection with it's execution of work .The successful tenderer shall protect and hold harmless the employer against any or all claims for any such injury or damage.
20. The work in every respect during the progress and till final acceptance by the employer, including raw materials delivered at the site to be incorporated or used in INTERIOR work by the successful tenderer will be at his own risk . Any loss or damage to any such material or work shall immediately be replaced by the successful tenderer at his own expense.
21. The employer shall have the right to direct the contractor to purchase and use the materials from any source for proper execution of work.

22.

The employer / Architects or their authorized representatives shall have full power for inspecting the contractor's works or at any place from which the materials obtained. Acceptances of any such materials shall no way relieve the contractor of his responsibility for

meeting the requirements and /or analysis not called for in the specifications shall be borne by

the employer in case the material or work is found defective or of inferior quality .tests and /or analysis shall be done in the laboratory

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approved by the client and the contractor shall permit SBIIMS and or the client's or their authorized representative to be present during any of the tests and /or analysis.

23. INSURANCE

The contractor shall indemnify the employer up to CAR Policy (Contractor's All Risk Policy) against all claim which may be made against SBIIMS by any member of the public or third party in respect of anything which may arise in consequence thereof and shall at his own expense arrange to effect and maintain up to one month, after the virtual completion from an office approved by the SBIIMS a policy of insurance in the joint names and deposit such policy or policies with the employer from time to time during the currency of this contract. The contractor shall also indemnify SBIIMS against all claims which may be made upon the employer under the workman's compensation act or any other statute in force during the currency of this contract or at common law in respect of any employee of the contractor or any sub contractor and shall at his own expenses effect and maintain upto one month after virtual completion of the contract, from an office approved by SBIIMS a policy or policies of insurance in the joint names of the employer and the contractor as aforesaid .The contractor shall be responsible for any other thing which may be excluded from the insurance policies above referred to and also for any other damage to any property arising out of and incidental to the negligent or defective carrying out of this contract.

He shall also indemnify SBIIMS in respect of any costs,.charges or expenses arising out of any claim or proceedings and also in respect of any award of compensation or damage arising therefrom. SBIIMS shall be at liberty and is hereby empowered to deduct the amount of any damages, compensation caused, charges and expenses arising or occurring from or in respect of any such claims or damages from any sum or sums due or to become due to the contractor.

attention of the Architects.

24. SETTLEMENT OF DISPUTES AND ARBITRATION:

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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 of materials used on the work or as to any other question, claim, right matter or thing whatsoever in any way arising out of our 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 work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

- (a) 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 Sr. Vice President,SBI Infra Management Solutions Pvt.Ltd., Circle Office, 3rd Floor, State Bank of India, LHO Building, Bank Street, Kothi, HYDERABAD-500 095** 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 have been given by the Contractor **The Sr. Vice President,SBI Infra Management Solutions Pvt.Ltd., Circle Office, 3rd Floor, State Bank of India, LHO Building, Bank Street, Kothi, HYDERABAD-500 095** 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 Sr. Vice President,SBI Infra Management Solutions Pvt. Ltd., Circle Office, 3rdFloor,State Bank of India,LHO Building, Bank Street, Kothi,HYDERABAD-500 095** in writing in the manner and within the time aforesaid.
- (b) **The Sr. Vice President, SBI Infra Management Solutions Pvt. Ltd., Circle Office, 3rdFloor, StateBank of India, LHO Building, Bank Street, Kothi, HYDERABAD – 500 095** 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 Sr. Vice President, SBI Infra Management Solutions Pvt. Ltd., Circle Office, 3rd Floor, State Bank of India, LHO Building, Bank Street, Kothi,**

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HYDERABAD – 500 095 submit his claims to the conciliating authority namely the Circle Development Officer, State Bank of India, Local Head Office, Hyderabad for conciliation along with all details and copies of correspondence exchanged between him and **The Sr. VicePresident**, SBI Infra Management Solutions Pvt. Ltd., Circle Office, 3rdFloor, State Bank of India, **LHO Building, Bank Street, Kothi**, HYDERABAD – 500 095.

- (c) 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 SBIIMS for appointment of an arbitrator to adjudicate the notified claims failing which the claims of the contractor shall be deemed to have been considered absolutely barred and waived.
- (d) Except where the decision has become final, binding and conclusive in terms of the contract, all disputes of differences arising out of the notified claims of the contractor as aforesaid and all claims of the Bank shall be referred for adjudication through arbitration by the Sole Arbitrator appointed by SBIIMS. It will also be no objection to any such appointment that the Arbitrator so appointed is a Officer and that he had to deal with the matters to which the Contract relates in the course of his duties as Officer. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid by the said SBIIMS. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

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

It is also a term of this contract that no person other than a person appointed by such SBIIMS as aforesaid should act arbitrator.

The conciliation and arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules mad there under.

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

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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 settlement 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.

25. TERMINATION OF CONTRACT BY EMPLOYER:

If the contractor (being an individual or a firm) commit any " Act of Insolvency ", or shall be adjudged as insolvent, or shall make an assignment or composition of the greater part in number of amount of his creditors, or shall enter into a Deed of Assignment with his creditors, or (being an incorporated Company) shall have an order made against him or pass an effective Resolution for winding up either compulsorily, or Subject to the supervision of the court or voluntarily, or if the official Assignee of the contractor shall repudiate the Contract, or if the Official Assignee or the Liquidator in any such winding up shall be unable, within seven days after notice to them 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 if required by the Architect to give a security there for, or if the contractor shall suffer any payment under this contract to be attached by or on behalf of any of creditors of the Contractor, if the Contractor shall assign or sublet the contract without the consent in writing of the Architect first obtained, or if the contractor shall charge or encumber this Contract for any payments due or which may become due to the Contractor thereunder, or if the Architect shall certify in writing to the Employer that in his opinion the Contractor:

Has abandoned the Contract, or

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

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Has failed to proceed with the work with such due diligence and failed to make such due progress as would enable the works to completed within time agreed upon or

Has failed to remove materials from site or to pull down and replace works within seven days after receiving from Architect written notice that the said materials or work where condemned and rejected by the Architect under these conditions or

Has neglected or failed persistently to observe and perform all or any of the acts, matters or things required by this Contract to be observed and performed by the Contractor for seven days after written notice shall have been given to the Contractor requiring the contractor to observe or perform the same, or

Has to the detriment of good workmanship or in defiance of the Architects instructions to the Contrary, submit any part of the contract or has used in the permanent works important materials which are substandard and not as per specification fraudulently making the Architect / Employer to believe that it is the specified material.

Then and in any of the said caused the Employer with the written consent of the Architect may, notwithstanding any previous waiver, after giving seven days notice in writing to the Contractor, determine the contract, but without thereby affecting the powers of the Architect or the obligations and liabilities of the Contractor, the whole of which shall continue to be in force as fully as if the contract has not been so determined and as if the works subsequently executed and being executed by or on behalf of the contractor. And further, the Employer with the consent of the Architect by his agents or servants may enter upon and take possession of the works and all plant, tools, scaffoldings, shed, machines, steam and other power utensils and materials lying upon 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 workman in carrying on and completing of the works or by employing any other Contractor or any other person or persons to complete the works and the Contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other Contractor or other person or persons employed for completing and finishing or using the materials and plant for the works, when the work shall be completed, or as soon thereafter as convenient, the Architect shall give a notice in writing to the Contractor, to remove his surplus material and plant and should the Contractor fail to do so within a period of fourteen days after

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receipt thereof by him, the Employer may sell the same by public auction and shall give credit to the Contractor for the amount so realized. The Architects shall thereafter shall assertion and certify in writing under his hand what (if anything) shall be due or payable to or 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 been put to in getting the works to be so completed, and the amount, if any owing 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, and the certificate of the Architect shall be final and conclusive between the parties.

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PRICE BID

**SUPPLY OF LESSTHAN 3 YEARS OLD 62.5 KVA DG SET WITHOUT AMF PANEL
WITH OPERATOR FOR 08 HOURS OPERATION**

We have read the tender terms and conditions, understood and agreeable for the same. Our competitive offer as follows:

SI	Description	Amount
1.	Wages of the Skilled operator Per Month: (with 8 hours operation) (This item is freezed to the minimum wages of the operator as per prevailing rates as fixed by the Ministry of Labor Department from time to time and it will be paid by Bank.)	Skilled....1No Fixed..... (should not be quoted)
1.	Hiring charges for less than 3 years old 62.5 KVA DIESEL GENERATOR set without AMF panel with operator for per month. <u>(i) Inclusive of: cost for maintenance of Dg set, TDS, service charges , filters, consumables(lubricants, etc)</u> <u>(ii) Exclusive of: GST, Diesel charges)</u>	Rs..... /- (Rupees..... only)

Note: 1) applicable GST will be paid by the SBI.

2) Submit the proof of invoice of the DG set which is to be installed at proposed site.

3) The contractor shall arrange for diesel and the cost will be reimbursed to them along with the transportation charges on an actual basis on production of receipt / Bill duly certified by the Officer in Charge / Engineer.

We understand that the SBI/MS/SBI reserves the right to accept or reject all the quotations or either of the options without assigning any reasons thereof.

The above charges are inclusive of

- Insurance cover of men and machine
- Cost of lube oil
- Comprehensive maintenance of generator
- Labour charges
- DG set transportation, installation , testing and commissioning charges
- Charges for providing suitable Diesel Generator Set bed if required.
- Comprehensive maintenance of DG set in all aspects.

I / We have agreed to your terms and conditions with my/our own will and consent.