



Instruction to the Tenderer/ Bidder

Online Tenders are invited by SBI for Design, Supply, Installation, Testing, Commissioning and obtaining necessary permission from local Govt authority of 100 Kwp Grid Connected Rooftop Solar Power System Under Net Metering Policy Including 5 Years Comprehensive Maintenance (From 2nd Year) at State Bank of India, Betul Branch premises under AO, Bhopal (M.P.).

1. Site and its location:

The proposed work is to be carried out at State Bank of India, Betul Branch premises under AO, Bhopal (M.P.):

S. No.	Site Location/ Name of branch	Proposed Capacity (in Kwp)
1	State Bank of India Main Branch Betul	100 Kwp

2. Tender documents:

- i. The applicants who have down-loaded the Tender document from the GeM website, should read the following important instructions carefully before submitting the Tender in Online in GeM portal.
- a) The applicants should go through carefully & ensure that the **complete TENDER document** contains all pages of the document & ensure that **no page** in the down-loaded Tender document is **missing**.
- b) The bidder should visit the site & carryout the survey before quoting their rates and considering wide variation of site conditions, variation in price, logistics and distribution needs, and keeping the quantum and quality of work in mind.
- c) The SBI does not bind itself to accept the lowest or any tender and reserves to itself the right to accept or reject any or all the tenders, either in whole or in part, without assigning any reasons for doing so.
- d) On receipt of intimation from the SBI of the acceptance of his / their tender, by way of Work Order, the successful tenderer shall sign an agreement, subject to approval of Law department of SBI. A work order by the SBI of a tender will constitute a binding contract between the SBI and the bidder so tendering, whether such formal agreement is or is not subsequently executed. The cost of necessary stamp paper for execution of the agreement shall be borne by the successful tenderer.
- e) The tenderer shall not assign the contract and shall not sublet any portion of the contract except with the written consent of the SBI. In case of breach of these conditions, the SBI may serve a notice in writing on the tenderer rescinding the contract whereupon the security deposit shall stand forfeited to the SBI, without prejudice to his other remedies against the tenderer.

- f) The Tenderer shall carry out all the work strictly according to the conditions stipulated in the tender and in accordance with details and instructions of the Bank's concerned Officials. If in the opinion of the Bank's Officials, changes have to be made in the design and with the prior approval in writing of the SBI they desire, the Tenderer shall carry out the same. The Bank's Officials decision in such cases shall be final.
- g) The tenderer shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause of delays may be including delays arising out of modifications to the work entrusted to him or in any subcontract connected therewith or delays in awarding contracts for other trades of the project or in commencement or completion of such works or in procuring government controlled or other building materials or in obtaining water and power connections for construction purpose or for any other reason whatsoever and the SBI shall not be liable for any claim in respect thereof. The SBI does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein. The SBI will not entertain any claim at any stage from the successful bidder on the plea of not having sufficiently acquainted himself as to the site conditions.
- h) Vendors should have local presence i.e. Madhya Pradesh (MP) or Chhattisgarh (CG) states. Copy of proof is required to be submitted in Hard copy along with EMD and also upload in GeM portal. Non submission of which will be treated as invalid tender.**

3. Site Visit:

The tenderer must obtain himself on his own responsibility and his own expenses all information and data that may be required for the purpose of filling this tender document and enter into a contract for the satisfactory performance of the work. The tenderer is requested satisfy himself regarding the availability of water, power, transport and communication facilities, the character quality and quantity of the materials, labour, the law and order situation, climatic conditions local authorities requirement, traffic regulations etc.

4. Earnest Money Deposit:

- 1. The tenderers are requested to submit the Earnest Money of Rs. 62,000/- (Rs. Sixty Two Thousand only) by means of Demand Draft (Valid for a period of 90 Days) from any Scheduled/ Nationalized Bank drawn in favor of Assistant General Manager (P&E), State Bank of India and payable in Bhopal or submit EMD exemption certificate of MSME/NSIC in hard copy to this office (i.e. The AGM(P&E), State Bank of India, Local Head office, 3rd floor, Hoshangabad road, Bhopal-462011(M.P.)). In case not submitted their tender will not be opened.***

- II. EMD in any other form other than as specified above will not be accepted. Tender not accompanied by the EMD shall be rejected.
- III. No interest will be paid on the EMD.
- IV. EMD of unsuccessful tenderer will be refunded within 30 days of award of Contract.
- V. EMD of successful tenderer will be retained as a part of security deposit.
- VI. Forfeiting Of EMD: The EMD paid or submitted by the Bidder shall be forfeited if:
 - a. The Bidder withdraws his tender before finalization of work order.
 - b. The Bidder does not accept work order.
 - c. The Bidder violates any of the terms and conditions of the tender.
 - d. The Bidder fails to deposit requisite Security deposit.
 - e. The Bidder fails to comply with any of the conditions of the Contract /Tender Document

5. **Security Deposit:**

Total security deposit shall be 5% of the final value of the work. Bank will deduct total 5% of the final value of the work from Final/running bill. 5% of the retention money shall be paid after the defects liability period of 5 Year as specified in the contract. The retention money will be interest free. No interest shall be paid to the amount retained by the Bank as Security Deposit.

I. ***Forfeiting Of Security Deposit :***

- a) The security deposit shall be liable to be forfeited wholly or partly at the sole discretion of the SBI, if the Bidder either fails to execute the work of above projects or fails to fulfill the contractual obligations or fails to settle in full his dues to the SBI.
- b) The SBI is empowered to recover from the security deposit for any sum due and for any other sum that may be fixed by the SBI as being the amount or loss or losses or damages suffered by it due to delay in performance and / or non-performance and / or partial performance of any of the conditions of the contract and / or non-performance of guarantee obligations.

6. **DEFECT LIABILITY PERIOD:**

72 (seventy two) months from the date of completion. The contractor has undertaken to attend repairs/rectifying the defects within 48 hours whatsoever during the defects liability period. Any defects or shortcomings found during execution of work and during the defects liability period from the completion of the entire work shall be attended/rectified by the tenderer without any extra cost

to the SBI. In case of failure to do so within 10 days from such notice from the Bank, the SBI may get such rectification works carried out through any other firm and expenditure incurred by the Bank shall be recovered from any money due to the Vendor.

7. **Liquidated damage:**

If the work is not completed in the specified time the contractor will be levied liquidated damages @0.5% of the quoted value per week subject to maximum of 5 % of the contract value will be applied for delay in completion of the work.

9. **Labour License:**

The vendor shall adhere to various provision of the contract Labour (Regulation & Abolition) Act 1970, if applicable under the said contract, and fulfill all the statutory requirements. The contractor is required to comply withal acts of Government relating to labour and the rules and regulation made there under from time to time and submit at the times all particulars and settlements required to be furnished to the labour authorities.

10. **Terms of Payments:**

- I. No advance payment shall be paid.
- II. 60% of total project cost against all materials delivery at site and production of test Certificates and with necessary documents showing requisite quality as mentioned in tender document such as Manufacture's Inspection and Test certificate.
- III. 35% released after:
 - a) Installation, commissioning, testing, successful trail run.
 - b) Including grid synchronization along with supply and installation of net metering, generation meter.
 - c) Approvals from local Govt. authorities/MP Discom/ Chhattisgargh Distribution companies/CREDA/ Chief Electrical inspector office as required or applicable.
 - d) Submission of Insurance policy documents effective from date of commissioning for CMC period.
 - e) On receipt of one month successful performance report generated automatically through Remote Monitoring System as well as manually.
- IV. 5% will be held with us as SD for 6 yrs and could be release against submission of Performance Bank Guarantee from any scheduled/ commercial Bank, other than SBI
- V. Payment shall be made by way of Electronic fund transfer and the bill will be paid by the SBI. Firm should furnish details of the bank, A/c no, IFSC code.
- VI. Payments towards the above work shall be made by SBI.
(The TDS at the source will be deducted as per the Govt. rule and regulations.)

11. 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 the tender by the Bank. However, the written acceptance of the tenders by the Bank will constitute a binding agreement between the Bank and successful tenderer whether such formal agreement is subsequently entered into or not.

12. Completion Period

Time is essence of the contract. The work should be completed in all respect accordance with the terms of contract within a period of **150 days** from the date of award of work.

13. Validity of tender

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

14. Delay and Extension of Time:

If in the opinion of Bank's Officials, works be delayed by force majeure such as (a) war / hostilities, (b) riots or civil commotion, (c) earthquakes, fire tempest, lightening or other natural / physical disasters, etc., (d) restrictions imposed by the Government which prevent or delay the execution of the order or by any other reasons, a suitable extension of time will be given and no extra claim will be paid by the SBI whatsoever.

15. Standards:

The Vendor shall use all materials conforming to relevant BIS/ relevant Code and will use the best materials of approved manufacture. The goods supplied under this contract shall confirm to the Standards mentioned in the Technical specification Section as per the MNRE / MP & CG Discom/ Govt. Authorities requirements.

16. Inspection:

The vendor shall at the instructions of the SBI within such time as notified, open up for inspection any work and should the vendor refuse or neglect to comply with such instructions, the SBI may employ other workman to open of the same. Such work if it is found not in accordance with approved specifications, or the instructions, expenses of opening up and redoing if required shall be borne by and recoverable from the Vendor from any money due or which may become due to the vendor. Bidder has to strictly follow the specifications given in the work order while carrying out the execution of work.

17. Transportation:

Where the Vendor/ Contractor / Agency is required under the contract to transport the goods to specified locations defined as Project sites, transport to such places including insurance, as shall be specified in the contract, shall be arranged by the Vendor/ Contractor / Agency, and the contract price shall include transportation costs.

No mobilization advance shall be paid to the Vendor.

18. Packing

The Bidder shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods final destination and the absence of heavy handlings facilities at all points in transit.

The packing, marking and documentation within and outside the item shall comply strictly with such special requirements as shall be provided for in the contract including additional requirements, if any and in any subsequent instructions ordered by the SBI.

19. Danger plates:

The bidder shall provide at least 8 Danger Notice Plates of 200mm X 150 mm made of mild steel sheet, minimum 2mm thick and vitreous enameled white on both sides and with inscription in signal red colour on front side as required. The inscription shall be in English and local language. Out of eight, four danger notice shall have to be provided at PV Yard & Four-danger notice at Control Room & Battery room.

20. FIRE EXTINGUISHERS:

The fire fighting system for the proposed power plant for fire protection shall be consisting of:

- a) Portable fire extinguishers in the control room for fire caused by electrical short circuits
- b) Sand buckets in the control room
- c) The installation of Fire Extinguishers should confirm to TAC regulations and BIS standards. The fire extinguishers shall be provided in the control room housing PCUs as well as on the Roof or site where the PV arrays have been installed.

21. Storage space:

Storage space may be allowed at site as per the availability. The Vendor will have to make his own arrangement for security and locking arrangement of the storage space. The Vendor may be required to vacate the storage space as per SBI's exigency without any extra cost.

22. Staying Arrangements:

The vendor has to make his own arrangement of stay for his employees. Bank will not allow to stay in Bank Premises.

23. Vendor's Representative on Works:

Vendor shall maintain at site responsible, efficient, qualified and well experienced in-charge during the contract period. Any clarifications, explanation, instructions or notices given by the SBI to such in-charge shall be deemed to be given to the vendor and shall be binding on the vendor.

24. DRAWINGS & MANUALS:

a) Two sets of Engineering, electrical drawings and Installation and O&M manuals are to be supplied. Bidders shall provide complete technical data sheets for each equipment giving details of the specifications along with make/makes in their bid along with basic design of the power plant and power evacuation, synchronization along with protection equipment.

b) Approved ISI and reputed makes for equipment be used.

c) For complete electro-mechanical works, bidders shall supply complete design, details and drawings for approval to SBI before progressing with the installation work.

25. PLANNING AND DESIGNING:

The bidder should carry out Shadow Analysis at the site and accordingly design strings & arrays layout considering optimal usage of space, material and labour. The bidder should submit the array layout drawings along with Shadow Analysis Report to SBI for approval.

SBI reserves the right to modify the landscaping design, Layout and specification of sub-systems and components at any stage as per local site conditions/requirements.

The bidder shall submit preliminary drawing for approval & based on any modification or recommendation, if any. The bidders submit three sets and soft copy in CD or in pen drive of final drawing for formal approval to proceed with construction work.

26. DRAWINGS TO BE FURNISHED BY BIDDER AFTER AWARD OF CONTRACT

- i. The Contractor shall furnish the following drawings Award/ Intent and obtain approval
- ii. General arrangement and dimensioned layout
- iii. Schematic drawing showing the requirement of SV panel, Power conditioning Unit(s)/ inverter, Junction Boxes, AC and DC Distribution Boards, meters etc.
- iv. Structural drawing along with foundation details for the structure.
- v. Itemized bill of material for complete SV plant covering all the components and associated accessories.
- vi. Layout of solar Power Array
- vii. Shadow analysis of the roof

27. SOLAR PV SYSTEM ON THE ROOFTOP FOR MEETING THE ANNUAL ENERGY REQUIREMENT

The Solar PV system on the rooftop of the selected SBI buildings will be installed for meeting upto 90% of the annual energy requirements depending upon the area of rooftop available and the remaining energy requirement of the office buildings will be met by drawing power from grid at commercial tariff of MP/CG DISCOMs.

28. SAFETY MEASURES:

The bidder shall take entire responsibility for electrical safety of the installation(s) including connectivity with the grid and follow all the safety rules & regulations applicable as per Electricity Act, 2003 and CEA guidelines etc.

29. DISPLAY BOARD

The bidder has to display a board at the project site mentioning the following:

- a. Plant Name, Capacity, Location, Date of commissioning, estimated Power generation.
- b. The size and type of board and display shall be approved by Engineer-in-charge before site inspection.

30. Dismissal of Workman:

Vendor shall, on the request of the SBI, immediately dismiss from the work any person in the opinion of SBI be unsuitable or incompetent or who may be guilty of misconduct.

31. Notices:

Notices of the SBI, to the vendor may be served personally or by being left at or sent by registered post to the last known place of the business of the party to whom the same is given or in the case of the vendor by being left on the works. Notices may be served at or sent by registered post to the registered office of the vendor. 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.

32. Sub-contracts:

Subcontract is strictly prohibited.

The rate quoted in the tender shall include the expenses for obtaining and maintaining power connections and shall pay for the consumption charges as instructed.

33. TERMINATION OF CONTRACT BY THE SBI:

If the vendor being an individual or a firm, commit any "Act of Insolvency" or shall be adjudged an insolvent or being an incorporated company shall have an order for compulsory winding up or applies for voluntary winding up or subject to the supervision of the court and of the official assignee or 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 SBI that they are able to carry out and fulfill the contract, and to give security, therefore, if so required by the SBI.

OR

if the vendor (whether an individual Firm or Incorporated Company) shall suffer execution to be issued, or shall suffer any payment under this contract to be attached



by or on behalf of any of the creditors of the vendor, or shall assign or sublet the contract without the consent in writing of the SBI first obtained.

OR

shall charge or encumber this contract or any payments due or which may become due to the vendor there under.

OR

if the vendor

- a. has abandoned the contract or
- b. has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for seven days after receiving from the SBI 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 seven days after receiving from the SBI written notice that the said materials of work were condemned and rejected by the SBI under these conditions or
- e. has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this contract to be observed and performed by the vendor for seven days after written notice shall have been given to the vendor requiring the vendor to observe or perform the same, or
- f. has to the detriment of good workmanship or in defiance of the SBI's instructions to the contrary sublet any part of the contract.

Then and in the event of any of the aforesaid cases, the SBI may, notwithstanding any previous waiver, after giving seven days notice in writing to the vendor, determine the contract but without thereby affecting the powers of the SBI or the obligations and liabilities of the vendor, the whole of which shall continue in force as fully 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 vendor.

And further, the SBI may enter upon and take possession of the work and all plant, tools, scaffolding, sheds, machinery and materials lying 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 completing the works or by employing any other vendors or other persons to complete works, and the vendor shall not in any way interrupt or do any act,

matter or thing to prevent or hinder such other vendor or other person or persons employed for completing and finishing or using the materials and plant for the works. When the works shall be completed or as soon thereafter as convenient, the SBI shall give a notice in writing to the vendor to remove his surplus materials and plant, and should the vendor fail to do so within a period of 14 days after the receipt thereof by him, the SBI shall sell the same by public auction, and shall give credit to the vendor for the amount realised on deducting there from the costs of removal and sales.

If any sum shall be due or payable to or by the SBI for the values of the said plant and materials so taken possession of by the SBI and the expense of loss which the SBI shall have been put to in requiring the works to be completed, and the amount, if any, owing to the vendor and the amount which shall be so certified shall thereupon be paid by the SBI to the vendor or by the vendor to the SBI, as the case may be, and the SBI's certificate shall be final and conclusive between the parties.

On termination of the contract, the vendor shall forth with remove himself and his workmen from the work site.

33. Matters To Be Finally Determined By The SBI:

The SBI's decision, opinion, direction, with respect to all or any of the matter such as scope of work, vendor to provide everything necessary, materials and workmanship to conform the description, assignment of subletting, defects after completion, delay & extension of time, opened up works and the schedule of rates as contained in the Price Bid hereof and as to the exercise by them the right to have any works opened up shall be final and conclusive and binding on the vendor. SBI's instructions if any, in this regard in case of any urgency, shall also be complied immediately.

28. Insurance Contract Conditions Vendor's Liability And Insurance

- a. **The insurance shall be for an amount equal to 125 percent of the value of the contract on "All Risks" basis, valid until the Completion of the project or handing over whichever is later.**
- b. From commencement to completion of works, the Vendor shall take full responsibility for the care of the work and for taking precautions to prevent loss or damage to the works and to minimize the loss or damage to the greatest extent possible and shall be liable for any damage or loss that may happen to the works or any part thereof from any cause whatsoever, inherent defects and failures due to poor workmanship and causes such as fire, lightening, explosion, earthquake, storm, hurricane, floods, inundation, subsidence, landslides, rock slides, riots (excluding civil war, rebellion, revolution and insurrection) and shall at his own cost repair and make good

- the same so that at all times the work shall be in good order and condition and in conformity in every respect with the requirements of the Contract.
- c. Without limiting the obligations and responsibilities under this condition, the Vendor shall insure and keep insured the works from commencement to completion, as aforesaid, for their full value provided under this Contract, increased by 25% against the risk of loss or damage from any cause whatsoever including the causes enumerated in the Clause (a) above. In the event of there being a variation in the nature and extent of the work, the Vendor shall from time to time increase or decrease the value of the insurance correspondingly. The entire premium shall be borne and paid by the Vendor. The said insurance shall also provide for the removal of debris of the lost or damaged works.
 - d. The Vendor shall at all times indemnify the SBI against all losses, claims or damages or compensation under the provisions of the payment of Wages Act 1936, Minimum Wages Act 1948, Employees Liability Act 1938, Workmen's Compensation Act 1923, The Maternity Benefit Act 1961, Industrial Disputes Act 1947 and Contract Labour and Regulation and Abolition Act 1970, SBI State Insurance Act 1948 or any modification thereof or any other law relating thereto and rules made there under from time to time or as a consequence of any accident or injury to any workman or other persons in or about the work whether in the Employment of the SBI, or Vendor or not and also against all costs, charges and expenses of any suit, action or proceedings whatsoever out of such accident or injury or combination of any such claims.
 - e. Before commencing the work, the Vendor shall without limiting his obligations and responsibilities under this condition, insure against any loss of life or injury to any personnel in the employment of Vendor/Sub-Vendor/Nominated Sub-Vendor. For this purpose, insurance shall be taken by the Vendor/Sub-Vendor. Such insurance shall be taken to include both employees/workmen covered by the Workmen's Compensation Act 1923, as well those employees/ workmen not covered by the said Act. Separate insurance policies may be taken for employees/workmen covered by Workmen's Compensation Act 1923, and employees workmen not covered by the said Act. All the premiums shall be paid by the Vendor.
 - f. The Vendor shall at all times indemnify and keep indemnified the SBI against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction and maintenance of the work and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto. Before commencing the execution of the works, the Vendor shall without in any way limiting his obligations and liabilities under this condition, insure at his



cost and expense against any damage or loss or injury which may be caused to any person or property including the Employee or servants of the SBI and the Consultants and their property by or in the course of the execution of the works. Such insurance to be known as the Third Party Insurance shall be in a sum equivalent to two percent of the value of the accepted tender, subject to the minimum sum of Rupees Five Lakhs. The Insurance Policy to be so obtained by the Vendor shall be deposited by the Vendor with the SBI within seven days of its issue by the insurer.

- g. The Vendor shall ensure that similar insurance policies are taken out by his sub vendors or nominated vendors, if any, and shall be responsible for any claim or loss resulting from their failure to obtain adequate insurance protection in connection thereof. While taking the insurance policies, vendor should indicate clearly to the insurance companies that policies issued shall cover their sub-vendors and nominated sub-vendors also.
- h. No work shall be commenced by the Vendor unless and until he has obtained the insurance or insurance required to be obtained by him under or by the foregoing clauses and no work shall be carried out or continued by the Vendor unless and until each insurance is current and valid at that time.
- i. In the event of any claim for insurance becoming due on account of any eventuality covered by the respective insurance policy/policies, the Vendor shall reinstate the installation, replace the materials or equipments or pay compensating to the affected personnel/Employees without waiting for settlement of the claim from insurance company.

Seal and Signature of vendor

GENERAL CONDITIONS OF CONTRACT

1.0 **Definitions:** -

“**Contract**” means the documents forming the tender and the acceptance thereof and the formal agreement executed between SBI and the contractor, together with the documents referred there in including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Architects / Bank and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.

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

1.1.1 “**The Employer/ Bank**” ‘means the State Bank of India (including branches and other offices) and any of its employees or representative authorized on their behalf, having its Local Head Office, Hoshangabad Road, Bhopal-462011 (M.P.).

1.1.2 ‘**Architects/Consultants**’ shall mean M/s.....

1.1.3 ‘**Site Engineer**’ shall mean an Engineer appointed by the SBI at site as their representative for day-to-day supervision of work and to give instructions to the contractors.

1.1.4 ‘**The Contractor**’ shall mean the individual or firm or company whether incorporate not, undertaking the works and shall include legal personal representative of individual or the composing the firm or company and the permitted assignees of individual or firms of company.

1.1.5 The expression ‘**Works**’ or ‘work’ shall mean the permanent or temporary work description in the “Scope of work” and / or to be executed in accordance with the contract includes materials, apparatus, equipment, temporary supports, fittings and things of kinds to be provided, the obligations of the contractor hereunder and work to be done by the contractor under the contract.

1.1.6 ‘**Engineer**’ shall mean the representative of the Consultants/ Architects.

1.1.7 ‘**Drawings**’ shall mean the drawings prepared by the Architects and issued by the Engineer and referred to in the specifications and any modifications of such drawings as may be issued by the Engineer from time to time ‘Contract value shall mean value of the entire work as stipulated in the letter of acceptance of tender subject such additions there to or deductions there from as may be made under the provide herein after contained.

1.1.8 “**Specifications**’ shall mean the specifications referred to in the tender and modifications thereof as may time to time be furnished or approved by the Architect/ Consultant.

1.1.6 “**Month**” means calendar month.

1.1.9 **“Week”** means seven consecutive days.

1.1.10 **“Day”** means a calendar day beginning and ending at 00 Hrs and 24 Hrs respectively.

1.1.11 **“SBI’s Engineer”** shall mean The Civil / Electrical Engineer in - charge of the Project, as nominated by the SBI.

1.1.12 The following shall constitute the Joint Project Committee (herein under referred to as JPC) for assessing and reviewing the progress of the work on the project and to issue instructions or directions from time to time for being observed and followed by the Architects Site Engineer / PMC and other consultants / contractors engaged in the execution of the project.

CLAUSE

1.0 **Language**

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

2.0 Errors, omissions and discrepancies

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

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

3.0 i) **Letter of Acceptance:**

Within the validity period of the tender the SBI shall issue a letter of acceptance directly or through the architect by registered post or otherwise depositing at the of the contractor as given in the tender to enter into a Contract for the

execution of the work as per the terms of the tender. The letter of acceptance shall constitute a bind contract between the SBI and the contractor.

ii) Contract Agreement:

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

4.0 Ownership of drawings:

All drawings, specifications and copies thereof furnished by the SBI or through its Architect / consultants are the properties of the SBI. They are not to be used on other work.

5.0 Detailed drawings and instructions:

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

The work shall be executed in conformity therewith and the contractor prepare a detailed programme schedule indicating therein the date of start and completion of various activities on receipt of the work order and submit the same to the SBI.

6.0 Copies of agreement

On receipt of intimation from the SBI of the acceptance of his / their tender, by way of Work Order, the successful tenderer shall sign an agreement, subject to approval of Law department of SBI.

7.0 Liquidated damages:

If the contractor fails to maintain the required progress in terms of clause 12. 0 of "Instruction to the tenderer "or to complete the work and clear the site including vacating their office on or before the contracted or extended date or completion, without justification in support of the cause of delay, he may be called upon without prejudice to any other right of remedy available under the law to the SBI on account of such breach to pay a liquidated damages at the rate of 0.50% of the contract value per week which subject to a maximum of 5% of the contract value.

8.0 Materials, Appliances and Employees:

Unless or otherwise specified the contractor shall provide and pay for all materials, labour, water, power, tools, equipment transportation and any other facilities that are required for the satisfactory execution and completion of the work. Unless or otherwise specified all materials shall be new and both workmanship and materials shall be best quality. The contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him. Workman whose work or behavior is found to be unsatisfactory by the SBI /Architect/ consultant he shall be removed from the site immediately.

9.0 Permits, Laws and Regulations:

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

10.0 Setting out Work:

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

11.0 Protection of works and property:

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

He shall take adequate care and steps for protection of the adjacent properties. The contractor shall take all precautions for safety and protections of his employees on the works and shall comply with all applicable provisions of Govt.

and local bodies' safety laws and building codes to prevent accidents, or injuries to persons or property on about or adjacent to his place of work. The contractor shall take insurance covers as per clause 26.0 at his own cost. The policy may be taken in joint names of the contractor and the SBI and the original policy may be lodged with the SBI.

12.0 Inspection of work:

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

13.0 Assignment and subletting

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

14.0 Quality of materials, workmanship & Test

All materials and workmanship shall be best of the respective kinds described in the contract and in accordance with SBI/Architect's instructions and shall be subject from time to time to such tests as the SBI /Architect may direct at the place of manufacture or fabrication or on the site or an approved testing laboratory.

The contractor shall provide such assistance, instruments, machinery, labour and materials.

Contractor to made arrangement of laboratory on site, where weight of various materials like aluminium extrusions etc. can be done, Contractor should also make available a 3.00 meters, 15.00 meters & a 50.00 meters tape, a Vernier Caliper & Micrometer so any measurements/ tests can be taken on sites itself.

ii) **Samples**

All samples of adequate numbers, size, shades & pattern as per specifications shall be supplied by the contractor without any extra charges. If certain items proposed to be used are of such nature that samples cannot be presented or prepared at the site detailed literature/test certificate of the same shall be provided to the satisfaction of the SBI/Architect. Before submitting the sample/literature the contractor shall satisfy himself that the material/equipment for which he is submitting the samples/literature meet with the requirement of tender specification. Only when the samples are approved in writing by the SBI /Architect the contractor shall proceed with the procurement and installation of the particular material/equipment.

The approved samples shall be signed by the SBI. /Architect for identification and shall be kept on record at site office until the completion of the work for inspection/comparison at any time. The SBI/Architect shall take reasonable time to approve the sample. Any delay that might occur in approving the samples for reasons of its not meeting the specifications or other discrepancies inadequacy in furnishing samples of best qualities from various manufacturers and such other aspects causing delay on the approval of the materials/equipment etc. shall be to the account of the contractor..

iii) **Cost of tests**

The cost of making any test shall be borne by the contractor/ bidder if such test is intended by or provided for in the specification or BOQ (price bid).

iv) **Costs of tests not provided for**

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

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

15.0 Obtaining information related to execution of work

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

16.0 Contractor's superintendence

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

17.0 Quantities

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

Variation exceeding 25%: The items of work executed in relation to variation exceeding 25% shall be paid on the basis of provisions of clause 21(e) hereof.

18.0 Works to be measured

The SBI /Architect may from time to time intimate to the contractor that he required the work to be measured and the contractor shall forthwith attend or send a qualified representative to assist the SBI/Architect in taking such measurements and calculation and to furnish all particulars or to give all assistance required by any of them. Such measurements shall be taken in accordance with the Mode of measurements detailed in the specifications. The representative of the SBI/ Architect shall take joint measurements with the contractor's representative and the measurements shall be entered in the measurement book.

The contractor or his authorized representative shall sign all the pages of the measurement book in which the measurements have been recorded in token of his acceptance. All the corrections shall be duly attested by both representatives. No over writings shall be made in the measurement book. Should the contractor not attend or neglect or omit to depute his representative to take measurements then the measurements recorded by the representative of the SBI/ Architect shall be final. All authorized extra work, omissions and all variations made shall be included in such measurements

19.0 Variations

No alteration, omission or variation ordered in writing by the SBI/Architect shall vitiate the contract. In case the SBI/Architect thinks proper at any time during the progress of works to make any alteration in, or additions to or omission from the

works or any alteration in the kind or quality of the materials to be used therein, the Architect/Consultant shall give notice thereof in writing to the contractor or shall confirm in writing within seven days of giving such oral instructions the contractor shall alter to, add to, or omit from as the case may be in accordance with such notice but the contractor shall not do any work extra to or make any alteration or additions to or omissions from the works or any deviation from any of the provisions of the contract, stipulations, specifications or contract drawings without previous consent in writing of the Architect/Consultant and the value of such extras, alterations, additions or omissions shall in all cases be determined by the Architect/Consultant and the same shall be added to or deducted from the contract value, as the case may be

20.0 Valuation of Variations

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

- a) (i) The net rates or prices in the contract shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced herein.
(ii) Rates for all items, wherever possible should be derived out of the rates given in the priced BOQ.
- b) The net prices of the original tender shall determine the value of the items omitted, provided if omissions do not vary the conditions under which any remaining items of Works are carried out, otherwise the prices for the same shall be valued under sub-Clause 'c' hereunder.
- c) Where the extra works are not of similar character and/or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items or works are carried out, then the contractor shall within 7 days of the receipt of the letter of acceptance inform the SBI /Architect/ consultant of the rate which he intends to charge for such items of work, duly supported by analysis of the rate or rates claimed and the SBI /Architect/ consultant shall fix such rate or prices as in the circumstances in his opinion are reasonable and proper, based on the market rate.
- d) Where extra work cannot be properly measured or valued the contractor shall be allowed day work prices at the net rates stated in the tender, of the BOQ or, if not, so stated then in accordance with the local day work rates and wages for the district; provided that in either case, vouchers specifying the daily time (and if required by the SBI/ Architect/Consultant) the workman's name and materials

employed be delivered for verifications to the SBI/ Architect /consultant at or before the end of the week following that in which the work has been executed.

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

21.0 Final measurement

The measurement and valuation in respect of the contract shall be completed within **two months** of the virtual completion of the work.

22.0 Virtual Completion Certificate (VCC)

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

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

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

This issuance of a VCC shall not be without prejudice to the SBI's rights and contractor liabilities under the contract including the contractor's liability for defects liability nor shall the issuance of VCC in respect of the works or work at any site be construction as a waiver of any right or claim of the SBI against the

contractor in respect of or work at the site and in respect of which the VCC has been issued.

23.0 Work by other agencies

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

24.0 Insurance of works

- 24.1 a) Before taking up the work, the Contractor shall, obtain and submit to the Employer (Bank/SBI),contractor's all risk policy and a third-party insurance policy in original, issued by any Public-Sector Insurance Company.
- b) The Policy should be issued in the joint names of Employer and contractor with Employer's name appearing first. For Minimum value Rs 5 lacs until completion of project or handing over whichever is later for any type of accident / incidence.
- c) The contractor shall, from time to time, provide documentary evidence as regards payments of premia for all insurance Policies for keeping them valid till the completion of the work.
- d) Without prejudice to any of its obligations and responsibilities specified above, the Contractor shall, within 10 days from the date of work order, submit documentary evidence as required by the Employer in support of having obtain requisite insurance cover.
- e) No work shall be taken up by the Contractor at site unless the Insurance Policies as mentioned above are obtained.
- f) Also, no payment shall be made to the Contractor on expiry of insurance policies unless renewed by them and renewed policy is submitted with the SBI. Nothing extra shall be payable on this account.

24.2 Damage to persons and property

The contractor shall, except if and so far as the contract provides otherwise indemnify the SBI/SBI against all losses and claims in respect of injuries or damages to any person or material or physical damage to any property whatsoever which may arise out of or in consequence of the execution and

maintenance of the works and against all claims proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto except any compensation of damages for or with respect to:

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

24.3 Contractor to indemnify SBI

The contractor shall indemnify the SBI against all claims, proceedings, damages, costs, charges and expenses in respect of the matters referred to in the provision sub clause 24.2 of this clause.

24.4 Contractor's superintendence

The contractor shall fully indemnify and keep indemnified the SBI against any action, claim, or proceeding relating to infringement or use of any patent or design or any alleged patent, design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claim made under or action brought against SBI in respect of such matters as aforesaid the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expenses to settle any dispute or to conduct any litigation that may arise there from, provided that the contractor shall not be liable to indemnify the SBI if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Architect / consultant in this behalf.

24.5 Third Party Insurance

24.5.1 Before commencing the execution of the work the contractor but without limiting his obligations and responsibilities under clause 24.0 shall insure against his liability for any material or physical damage, loss, or injury which

may occur to any property including that of SBI/SBI, or to any person, including any employee of the SBI/SBI by or arising out of the execution of the works or in the carrying out of the contract, otherwise than due to the matters referred to in the provision to clause 24.0 thereof.

24.5.2 Minimum amount of Third Party Insurance

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

The minimum insurance cover for physical property, injury, and death is Rs.5 Lakh 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.

24.6 Accident or Injury to workman:

24.6.1 The SBI shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workmen or other person in the employment of the contractor or any sub-contractor, save and except an accident or injury resulting from any act or default of the SBI/SBI or their agents, or employees. The contractor shall indemnify and keep indemnified SBI/SBI against all such damages and compensation, save and except as aforesaid, and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

24.6.2 Insurance against accidents etc. to workmen

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

24.6.3 Remedy on contractor's failure to insure

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

24.6.4 Without prejudice to the others rights of the SBI against contractors. In respect of such default, the employer shall be entitled to deduct from any sums payable to the contractor the amount of any damages costs, charges, and other expenses paid by the SBI and which are payable by the contractors under this clause. The contractor shall upon settlement by the Insurer of any claim made against the insurer pursuant to a policy taken under this clause, proceed with due diligence to rebuild or repair the works destroyed or damaged. In this event all the monies received from the Insurer in respect of such damage shall be paid to the contractor and the Contractor shall not be entitled to any further payment in respect of the expenditure incurred for rebuilding or repairing of the materials or goods destroyed or damaged.

25.0 Commencement of Works:

The date of commencement of the work will be reckoned as the recorded date of handing over site by the SBI/SBI or **7 days** from the date of receipt of Letter of Acceptance/work order from SBI, whichever is later.

26.0 Time for completion

Time is the essence of the contract and shall be strictly observed by the contractor. The entire work shall be completed within a period of **60 days from the date of commencement**. If required in the contract or as directed by the SBI/Architect, the contractor shall complete certain portions of work before completion of the entire work. However the completion date shall be reckoned as the date by which the whole work is completed as per the terms of the contract.

27.0 Rate of progress

Whole of the materials, plant and labour to be provided by the contractor and the mode, manner and speed of execution and maintenance of the works are to be of a kind and conducted in a manner to the satisfaction of the SBI/SBI/Architect. Should the rate of progress of the work or any part thereof be at any time be in the opinion of the SBI /SBI/Architect too slow to ensure the completion of the whole of the work by the prescribed time or extended time for completion the SBI

/SBI/Architect shall thereupon take such steps as considered necessary to expedite progress so as to complete the works by the prescribed time or extended time. Such communications from the SBI/Architect neither shall relieve the contractor from fulfilling obligations under the contract nor he shall be entitled to raise any claims arising out of such directions.

28.0 Work during nights and holidays

Subject to any provision to the contrary contained in the contract no permanent work shall save as herein provided be carried on during the night or on holidays without the permission in writing of the SBI/Architect, save when the work is unavoidable or absolutely necessary for the saving of life or property or for the safety of the work in which case the contractor shall immediately advise by SBI/SBI/Architect. However the provision of the clause shall not be applicable in the case of any work which becomes essential to carry by rotary or double shifts in order to achieve the progress and quality of the part of the works being technically required and continued with the prior approval of the SBI/Architect at no extra cost to the SBI.

All work at night after obtaining approval from competent authorities shall be carried out without unreasonable noise and disturbance so as to avoid disputes with the neighbours.

29.0 No compensation or restrictions of work

If at any time after acceptance of the tender SBI shall decide to abandon or reduce the scope of work for any reason whatsoever and hence not require the whole or any part of the work to be carried out, the SBI /Architect shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the work fully but which he did not derive in consequence of the foreclosure of the whole or part of the work. Provided that the contractor shall be paid the charges on the cartage only of materials actually and bona fide brought to the site of the work by the contractor and rendered surplus as a result of the abandonment, curtailment of the work or any portion thereof and then taken back by the contractor, provided however that the SBI/Architect shall have in such cases the option of taking over all or any such materials at their purchase price or a local current rate whichever is less. In case of such stores having been issued from SBI stores and returned by the contractor to stores, credit shall be given to him at the rates not exceeding those at which were originally issued to the contractor after taking into consideration

and deduction for claims on account of any deterioration or damage while in the custody of the contractor and in this respect the decision of SBI/Architect shall be final.

30.0 Suspension of work

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

- a) On account any default on the part of the contractor, or
- b) For proper execution of the works or part thereof for reasons other than the default the contractor, or
- c) For safety of the works or part thereof.

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

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

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

31.0 Action when the whole security deposit is forfeited

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

- a) To rescind the contract (of which rescission notice in writing to the contractor by - Architect / consultant shall be conclusive evidence) and in which case the security, deposit of the contractor shall be forfeited and be absolutely at the disposal of SBI.
- b) To employ labour paid by the SBI and to supply materials to carry out the work, or part of the work, debiting the contractor with the cost of the labour

and materials cost of such labour and materials as worked out by the Architect/consultant shall final and conclusive against the contractor) and crediting him with the value of the work done, in all respects in the same manner and at the same manner and at the same rates as if it had been carried out by the contractor under the terms of this contract certificate of architect /consultant as to the value of work done shall be final conclusive against the contractor.

- c) To measure up the work of the contractor, and to take such part thereof as shall unexecuted, out of his hands, and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him (The amount of which excess the certificates in writing of the Architects / consultant shall final and conclusive) shall be borne by original contractor and may be deducted from any money due to him by SBI under the contract or otherwise, or from his security deposit or the proceeds of sale thereof, or sufficient part thereof.

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

32.0 Owner's right to terminate the contract

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

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

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

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

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

33.0 Certificate of payment

The contractor shall be entitled under the certificates to be issued by the Architect / consultant (if appointed) to the contractor within 10 working days from the date of certificate to payment from SBI from time to time. The SBI shall recover the statutory recovering other dues including the retention amount from the certificate of payment.

Provided always that the issue of any certificate by the Architect / consultant during progress of works or completion shall not have effect as certificate of satisfaction relieve the contractor from his liability under clause.

The Architect / consultant shall have power to withhold the certificate if the work or in part thereof is not carried out to their satisfaction.

The Architect / consultant may by any certificate make any corrections required previous certificate.

The SBI shall modify the certificate of payment as issued by the architect / consultant from time to time while making the payment.

The contractor shall submit interim bills only after taking actual measurements and properly recorded in the Measurement books.

The final bill may be submitted by contractor within a period of one month from the date of virtual completion and Architect / consultant shall issue the certificate of payment within a period of two months. The SBI shall pay the amount within a period of three months from the date of issue of certificate provided there is no dispute in respect of rates and quantities.

The contractor shall submit the interim bills in the prescribed format with all details.

34.0 A. Settlement of Disputes and Arbitration

Except where otherwise provided in the contract all questions and disputes to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question , claim, right, matter or thing whatsoever in any

way arising out of or relating to the contract, designs, drawings specifications, estimates, instructions orders or these conditions or otherwise concerning the work or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

- i) If the contractor considers that he is entitled to any extra payment or compensation in respect of the works over and above the amounts admitted as payable by the Architect or in case the contractor wants to dispute the validity of any deductions or recoveries made or proposed to be made from the contract or raise any dispute, the contractor shall forthwith give notice in writing of his claim, or dispute to The Regional Manager (in the address as stated above) and endorse a copy of the same to the Architect, if any, 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 to the respective Manager (address as stated above) 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 respective Regional Manager in writing in the manner and within the time aforesaid.

- ii) Regional Manager shall give his decision in writing on the claims notified by the contractor. The contractor may within 30 days of the receipt of the decision of the Assistant General Manager (P&E) submit his claims to the conciliating authority namely the Deputy General Manager & CDO, State Bank of India, LHO Bhopal for conciliation along with all details and copies of correspondence exchanged between him and the Branch/ RBO
- iii) Contractor If the conciliation proceedings are terminated without settlement of the disputes, the contractor shall, within a period of 30 days of termination thereof shall give a notice to the concerned Chief General Manager of the Bank for appointment of an arbitrator to adjudicate the notified claims failing which the claims of the contractor shall be deemed to have been considered absolutely barred and waived.
- iv) Except where the decision has become final, binding and conclusive in terms of the contract, all disputes of differences arising out of the notified claims of the contractor as aforesaid and all claims of the Bank shall be referred for adjudication through arbitration by the Sole Arbitrator



appointed by the Chief General Manager. It will also be no objection to any such appointment that the Arbitrator so appointed is a Bank Officer and that he had to deal with the matters to which the Contract relates in the course of his duties as Bank Officer. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid by the said Chief General Manager. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

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 Chief General Manager 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 made 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.

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.

35.0 Water & Power Supply

The contractors for other trades directly appointed by the SBI shall be entitled to take power and water connections from the temporary water and power supply obtained by the contractor. However, the concerned contractor shall make their own arrangements to draw the supply and pay directly the actual consumption charges at mutually agreed rates between them. All municipal

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

36.0 Treasure trove etc.

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

37.0 Method of measurement

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

38.0 Maintenance of registers

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

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

39.0 Force Majeure

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

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

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

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

50.0 Local laws, Acts Regulations:

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

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

41.0 Accidents

The contractor shall immediately on occurrence of any accident at or about the site or in connection with the execution of the work report such accident to the architect/consultant. The contractor shall also such report immediately to the competent authority whenever such report is required to be lodged by the law and take appropriate actions thereof.

Note: - The contractor should obtain prior approval from SBI/ Consultants before placing order for any specific materials SBI may / delete any of the makes or brands out of the above list.

42.0 SAFETY CODE

SAFETY MEASURES AT SITE:

1. All personnel at site should be provided with Helmets and Safety Boots with some Identification Mark. Visitors also should be provided with Helmets. It should be ensured that these are used properly.
2. First Aid Box should be kept at site with all requisite materials.
3. No one should be allowed to inspect / work at a height without Safety Belt.
4. Suitable scaffolds should be provided for workmen for all Works that cannot safely be done from the ground, or from solid construction except such short period Work as can be done safely from ladders. When a ladder is used an extra Mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well as suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ to 1 ($\frac{1}{4}$ horizontal and 1 vertical).
5. Scaffolding or staging more than 3.5 meters above the ground or floors, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached, bolted, braced and otherwise secured at least 1 Meter high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
6. Working platforms, Gangways, and Stairways should be so constructed that they do not sag unduly or unequally, and if the height of the platform or the Gangway or the Stairway is more than 3-5 Meters above ground level or floor level they should be closely boarded, should have adequate width and should be suitably fenced, as described.
7. Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 1 Meter.
8. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 Meters in length while the width between side rails in rung ladder shall in no case be less than 30cms for ladder upto and including Meters in length. For longer ladders this width should be increased at least 6mm for each additional 30 cms. Uniform step spacing shall not exceed 30 cms.

9. Adequate precautions shall be taken to prevent danger from electrical equipment. For electrical on line works gloves, rubber mats, and rubber shoes shall be used.
10. All trenches 1.2 Meters or more in depth shall at all times be supplied with at least one ladder for each 30 Meters length or fraction thereof. Ladder shall be extended from bottom of the trench to at least 1 Meter above the surface of the ground. The sides of the trenches, which are 1.5 Meters or more in depth shall be stepped back to give suitable slope, or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 Meters of the edge of the trench or half of the depth of the trench whichever is more cuttings shall be done from top to bottom. Under no circumstances undermining or under cutting shall be done.
11. Before any demolition work is commenced and also during the process of the work:-
 - a) All roads and open areas adjacent to the Work Site shall either be closed or suitably protected;
 - b) No electrical cable or apparatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically charged.
 - c) All practical steps shall be taken to prevent danger to persons employed from risk or fire or explosion or flooding. No floor, roof or other part of the building shall be so over- loaded with debris or materials as to render it unsafe.
 - d) All necessary personal safety equipment as considered adequate by the Site Engineer should be kept available for the use of the persons employed on the Site and maintained in a condition suitable for immediate use; and the Contractor should take adequate steps to ensure proper use of equipment by those concerned.
 - e) Workers employed on mixing Asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
 - f) Those engaged in white washing and mixing or stacking of cement bags or any materials which are injurious to the eyes shall be provided with protective goggles.
 - g) Those engaged in welding works shall be provided with Welder's protective eye- shields.
 - h) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.

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

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

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

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

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

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

e) Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of hoisting machine having a variable safe working load, each safe working load of the conditions under which it is applicable shall be clearly indicated. No part of any machine or of any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.

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

g) When workers are employed on electrical installation, which are already energized, insulating mats, wearing apparel such as gloves, rubber footwear etc.

Seal & Signature of Vendor