

Tender ID:-	DEL/LHO/P&E/2024-25/ 17
Date:-	20-03-2025



STATE BANK OF INDIA

INVITES

ONLINE PERCENTAGE RATE TENDERS

FROM PRE-QUALIFIED CIVIL CONSTRUCTION FIRMS / CONTRACTORS

FOR

UPLIFTMENT/ UPGRADATION OF FAÇADE OF C & D BLOCK BUILDINGS INCLUDING  
RELATED REPAIRS, RENOVATION WORKS AT STATE BANK OF INDIA, LHO, NEW DELHI  
COMPLEX

PART- 1

TECHNICAL BID- GENERAL TERMS & CONDITIONS  
(TO BE UPLOADED ONLINE).

THE LAST DATE OF SUBMISSION OF ONLINE TECHNICAL BIDS & ONLINE PERCENTAGE  
RATE PRICE BIDS: 09-04-2025 UP TO 03:00 PM

**NO PHYSICAL SUBMISSION OF DOCUMENTS REQUIRED EXCEPT AS MENTIONED IN NIT**

TENDER SUBMITTED BY:

NAME : .....

ADDRESS : .....

.....

Architect & PMC:

M/s Srishti consulting Services,  
H No.-156/3G NIT. Faridabad-121001  
Mob-98108547041/98117478023  
Email-scs2k3@gmail.com

**TENDER DOCUMENT**  
**(DRAFT FOR APPROVAL)**



Premises & Estate Department,  
State Bank of India,  
5<sup>th</sup> Floor, Local Head Office,  
11, Parliament Street,  
New Delhi – 110001  
Telephone No-011-23407350 / 51/ 58  
Email id:- [agmpre.lhodel@sbi.co.in](mailto:agmpre.lhodel@sbi.co.in)

**Project:- UPLIFTMENT/ UPGRADATION OF FAÇADE OF C & D BLOCK BUILDINGS INCLUDING RELATED REPAIRS, RENOVATION WORKS AT STATE BANK OF INDIA, LHO, NEW DELHI COMPLEX.**

State bank of India LHO, Delhi Invites Percentage Rate Tenders from Pre-qualified & Eligible contractors for the captioned project. The Technical Bids, **Financial Bids** and scope of services to be offered for the above specific project along with General & Special Conditions etc. can be obtained/downloaded from our website [Bank.sbi---> SBI in the news ----> Procurement news.](#)

Certified that these tender documents contains Part-1 (Technical Bid containing **General Terms and Conditions**, Instructions to the tenderers, Additional Conditions of contract, Special Conditions of contract etc.) , Part 2 (Bill of Quantities), Part-3 (Detail Technical Specifications for Civil, Façade & Electrical Works) & Part 4 (Tender Drawings )

**Dy General Manager & CDO**  
**19-03-2025**

### INDEX SHEET

SR.NO.	DESCRIPTION	PAGES
1.	Notice inviting tender	04 – 07
2.	Sample Business Rule Document	08- 10
3.	Annexure A- Undertaking	11-12
4.	Annexure B – Process Compliance Form	13
5.	Form of Tender	14
6.	E-Tendering Instructions to Tenderers	15 – 17
7.	Instruction to the Tenderers	18- 21
8.	Articles of Agreement	22 – 24
9.	Brief Description of work	25
10.	Special Conditions of Contract	26- 41
11.	General Conditions of Contract	42 - 82
12.	Special Condition Of Contract related to Green Building Practice	83 - 93
13.	Contractor's Labour Rules & Regulations	94 - 97
14.	Proforma & Annexures	98 - 117
15.	List of Minimum Staff required at site	118
16.	List of approved makes for Façade & Civil works	119-122
17.	List of approved makes for External Façade Lighting & Electrical works	123-124

### **Notice Inviting Tender (e-NIT)**

M/s. Shrishti Consultancy Services, New Delhi for & on behalf of State Bank of India invites online percentage rate tenders from the contractors / firms specifically Pre-Qualified for the **“Proposed Upliftment/ Upgradation of External Façade of “C” & “D” Block of LHO Building at New Delhi”** under Two bid system. The details of the tender are as under:

S.No.	Particulars	Description
1	<b>Name of the work</b>	Upliftment/ Upgradation of Façade of C & D Block Buildings including Related Repairs, Renovation Works At State Bank Of India, LHO, 11 Parliament Street, New Delhi.
2	<b>Estimated Project Cost put to tender</b>	<b>Rs. 17,83,08,012/- Plus GST</b> i) External Façade related work- Rs. 11,35,11,192/- Plus GST. ii) Civil work, Internal/External development work, Site Development, Renovation of Boundary wall & Main Gate, Landscape etc. -Rs. 4,10,72,034/- Plus GST. iii) Façade Lighting, boundary & landscape lighting, internal electrical works for ground floor lobby area with allied electrical works etc. - Rs. 2,37,24,786 /- Plus GST.
3	<b>Time allowed for Completion of Work</b>	Maximum 12 months (09 months for Façade works & 03 months for external development works).
4	<b>Earnest Money</b>	₹.17,83,000/- (Rupees Seventeen Lakh Eighty-Three Thousand Only) in the form of Demand Draft or Banker's Cheque drawn in favor of State Bank of India Payable at New Delhi of any scheduled bank in India. (Valid for a period of 90 Days from the last date of submission of the tender) EMD to be deposited on or before the time and last date of submission of the tender. Note: It is sole responsibility of the bidder to ensure submission of their EMD Physically by stipulated date and time as specified failing which they will not be allowed to participate in E-Tendering. The proof of the same is to be uploaded <a href="https://etender.sbi">https://etender.sbi</a> .
5	<b>Initial security Deposit</b>	The amount of initial security deposit shall be 2% of the accepted tender amount including the EMD in the same form as of EMD (issued by the scheduled Bank) or Bank Guarantee (issued by the scheduled Bank other than SBI). The initial security deposit is to be paid by the contractor to the Bank within 15 (fifteen) days of intimation to him of the acceptance of his tender. No interest will be paid on retention amount.
6	<b>Date and Time where tenders are Available.</b>	From 20.03.2025 to 09.04.2025 up to 15:00 Hours at <a href="https://etender.sbi">https://etender.sbi</a> & <a href="https://Bank.sbi/SBI-in-the-news/procurement-news">https:// Bank.sbi/SBI-in-the-news/procurement-news</a>
7	<b>Time and last date of submission of online e-tender</b>	Up to 15:00 on 09.04.2025
8	<b>Pre-Bid Meeting (Contractor to email queries in advance at least 2 days before Pre-Bid Meet)</b>	<b>On 01.04.2025 at 1500 hrs at office :</b> The Assistant General Manager (Premises & Estate), Premises & Estate Department, 5th floor, Local Head Office, 11, parliament Street, New Delhi-110001
9	<b>Date, Time, and Place of opening e- tender &amp; Online Price Bid</b>	09.04.2025 at 15:30 Hours The Assistant General Manager (Premises & Estate), Premises & Estate Department, 5th floor, Local Head Office, 11, parliament Street, New Delhi-110001

10	<b>Validity period of the tender.</b>	120 days from the date of opening of price bid.
11	Mode of submission of Tenders (Technical Bid & online sealed Price Bid on item rate basis) at <a href="https://etender.SBI">https://etender.SBI</a>	<p><u>Technical Bid</u> : PDF copy of tender documents (Part 1 to Part 4), Signed and stamped Undertaking (Annexure-A), Signed &amp; stamped Process Compliance Statement (Annexure-B), scan copy of EMD to be uploaded online through authorized digital signature.</p> <p>The bidders shall also submit <b>hard copy</b> of Signed and stamped Undertaking (Annexure-A), Signed &amp; stamped Process Compliance Statement (Annexure-B) &amp; DD/ Bankers' Cheque of EMD to the address as mentioned in Sr. No. 9 on or before due date and time of submission of tender.</p> <p><u>Price Bid</u> : Sealed Price Bids based on percentage rate to be filled Online. Please note that there will no reverse auction and rates quoted in online sealed price bids will be final.</p>
12 a.	<b>Agency for arranging e-tender/online bidding, contact numbers:</b>	M/s. e-Procurement Technology
b.	<b>Address</b>	-705, Wall Street - II, Opp. Orient Club, Ellis Bridge, Ahmedabad – 380006, State Gujarat, India
c.	<b>Bidder Support</b>	<a href="tel:9510813528">9510813528</a> / <a href="tel:7859800609">7859800609</a> / <a href="tel:7859800616">7859800616</a> (On working days-9 hours–18 hours)
d.	<b>Email Address</b>	www.eptl.in
e.	<b>Website Address</b>	<a href="https://etender.sbi">https://etender.sbi</a>
13	<b>For further clarifications, if any</b>	Attend Pre-Bid Meeting at prescribed schedule.
14	<b>Price Variation Adjustment (PVA)</b>	Not applicable.
15	<b>Defects Liability period</b>	12 months except as specifically specified under different items (for example: 10 years for waterproofing works and pre-constructional anti-termite treatment)
16	<b>Liquidated Damages</b>	0.50 % of the Contract value per week subject to maximum of 5% of contract value.
17	<b>Total security deposit</b>	10% of gross value of work in Running bills to a maximum of 5% of the contract value.
18	<b>Period of Commencement</b>	15 days from the date of work order or the date of possession of site, whichever is later
19	<b>Value of Interim Certificate</b>	Minimum Rs.2.00 Crore and Not More than One Bill Per Month.
20	<b>Eligible Taxes</b>	<p>A ) Income Tax will be deducted at source as per Govt. Guidelines.</p> <p>B) Payment of GST will be made as applicable. The contractor should comply with the following.</p> <p>Contractor should have GST Registration Number.</p> <p>Invoice should specifically/separately disclose the amount of GST levied at applicable rate as per GST provisions/Rules.</p> <p>In case of Correction in the bills after scrutiny, contractor should submit fresh bills for payment.</p> <p>Contractor should timely file his GST return in accordance with</p>

		GST provisions to enable the bank to claim the credit of GST paid to the contractor.																								
21	Submission of Price Bid	Online Price Bid based on percentage rate to be filled online through e-portal website <a href="https://www.etender.sbi">https://www.etender.sbi</a> . No hard copy submission.																								
22	Any additional Information	<p>This is an item rate contract with tendering based on percentage rate (up to two decimal points) and where the rates shall be arrived by reducing or adding the percentage quote of L1 bidder to the estimated rates. For example, the rates in BOQ uploaded by the Bank are as follows:</p> <table><tr><td>Item</td><td>Rate in Rs.</td></tr><tr><td>A</td><td>100</td></tr><tr><td>B</td><td>300</td></tr><tr><td>C</td><td>200</td></tr></table> <p>Say Bidder 'X' has quoted the percentage below as 5%, then applicable rate/ quoted rates shall be worked out as under:</p> <table><tr><td>Item</td><td>Rate in Rs.</td><td>Multiplying factor</td><td>Quoted Rates</td></tr><tr><td>A</td><td>100</td><td>0.95</td><td>95</td></tr><tr><td>B</td><td>300</td><td>0.95</td><td>280</td></tr><tr><td>C</td><td>200</td><td>0.95</td><td>190</td></tr></table> <p>Rates quoted by the bidder shall be inclusive of all labour, Materials, Royalties, Octroi, taxes etc except GST which shall be paid extra at the rate &amp; as per Govt / Statutory guidelines / Rules. The quoted rate should be inclusive of materials, labour, wages, fixtures, transportation, installation, wastages, Octroi, levies, all cess, royalties, all taxes (but excluding GST), machinery, temporary works such as scaffolding, cleaning, overheads, profit, statutory expenses, incidental charges and all related expenses to complete the work. In addition to above contractor shall also consider all preambles mentioned in tender BOQ while quoting. GST shall be as applicable on actuals.</p>	Item	Rate in Rs.	A	100	B	300	C	200	Item	Rate in Rs.	Multiplying factor	Quoted Rates	A	100	0.95	95	B	300	0.95	280	C	200	0.95	190
Item	Rate in Rs.																									
A	100																									
B	300																									
C	200																									
Item	Rate in Rs.	Multiplying factor	Quoted Rates																							
A	100	0.95	95																							
B	300	0.95	280																							
C	200	0.95	190																							
23	Additional Performance Deposit (ASD) /Additional Performance Guarantee (APG)	<p>ASD/ APG shall be deposited by the bidder whose bid is accepted only if their bid amount is below by 7.5% or more below to the estimated cost put to tender.</p> <p>The Amount of such ASD / APG shall be the difference amount between 92.50% of the estimated cost and the accepted price / bid. Bank Guarantee drawn on any other nationalized Bank (except SBI) or Demand draft or Banker's cheque in favour of SBI drawn on any scheduled bank in India will be accepted as ASD / APG. ASD/APG should be deposited/submitted within 15 days of date of issue of letter of Acceptance / work order.</p> <p>Additional security deposit Will be refunded /Bank Guarantee to be released to the contractor without any interest within 15 days after issue of Virtual Completion certificate by the APMCF.</p>																								
24	Note:-	<p>1.Contractor shall obtain all the clearances from NDMC, NGT, ASI &amp; other related authorities. Municipal approvals, Archeological approvals and NOCs to be obtained by the contractor in consultation with the Architect.</p> <p>2.Departmental charges if any shall be reimbursed separately to the contractor on submission of receipt duly authorized from the concerned department.</p> <p>3.If the vendor is found to have delayed the running/in hand project beyond the prescribed time limit specified in related tender document, the vendor will not be issued the new tender until completion of the previous delayed work.</p>																								

		<p>4. The make of materials should be chosen strictly from the preferred makes as given in the tender.</p> <p>5. Any clarifications sought after opening of the tenders will not be entertained at any cost</p> <p>6. Bidder should visit the website till last date of submission for changes/corrigendum, if any</p> <p>7. Bank reserves the right to cancel or postpone the tenders at any stage without assigning any reasons</p> <p>8. Claims for revision of the Quoted price by any bidder after the tender will not be entertained.</p>
--	--	---

It may please be noted that unless and otherwise specified / mentioned to be paid over and above the accepted rates in the tender documents, all the arrangements required to be done for expeditious and timely completion of the work e.g. water, electricity, temporary constructions & connections, site offices, arrangement of extra space, obtention of approvals etc. and also as mentioned in the tender documents shall be made by the contractor at his own cost, resources & consequences i.e. within quoted / accepted rates. Nothing extra shall be paid on this account.

#### **Site Conditions :**

It's absolutely necessary that bidder/s should visit the site and get himself acquainted with the site conditions, working hours, various security aspects, other restriction, conditions, permissions to be followed / complied with / obtained as per Administrative Authority of the Building / NDMC/ ASI etc. The Contractor shall be bound by the terms, conditions & requirements of the Administrative Authority of the Building. It will be duty of the contractor to timely obtain various permissions / pass etc. from the Administrative Authorities of Building, NDMC/ASI etc.

#### **Mode of Submission of Tender:**

Technical bid is to be submitted as per NIT clause no. 9.

#### **The Price Bid in form of online sealed percentage rate bidding shall be filled online.**

The technical bids (Undertaking, Process Compliance Statement etc.) of pre-qualified applicants shall be opened and after that the Price Bids of only those bidders shall be opened whose Technical Bid, Annexure-A & Annexure-B are found in order and who have submitted valid EMD.

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.

State Bank of India has the right to accept / reject any or all tenders without assigning any reasons.

#### **For E-Tender related queries:**

Service Provider: **M/s. e-Procurement Technology**,  
B-705, Wall Street - II, Opp. Orient Club, Ellis  
Bridge, Ahmedabad – 380006, State Gujarat, India  
Contact No.-40270506-90, 79-6813 6853 /843 /6835  
/ 6840 / 6857 /63 / 20 / 52

#### **Help Desk: 9510812971, 9904406300, 6352632098, 7859800621**

(On working days-9 hours–18 hours)  
Website: [www.etender.sbi](http://www.etender.sbi)

For any queries, the bidders may contact AGM (P&E) or Dy. Manager (Civil), Premises & Estate Department, 5th Floor, Local Head Office, State Bank of India, 11 – Sansad Marg, New Delhi – 110 001, Phone No 011-23407350, 51, 58, 7600035933, [agmpre.lhodel@sbi.co.in](mailto:agmpre.lhodel@sbi.co.in)

**Dy General Manager & CDO**

Date : 19-03-2025

## **SAMPLE BUISNESS RULE DOCUMENT**

### **UPLIFTMENT/ UPGRADATION OF FAÇADE OF C & D BLOCK BUILDINGS INCLUDING RELATED REPAIRS, RENOVATION WORKS AT STATE BANK OF INDIA, LHO, NEW DELHI COMPLEX.**

#### **(A) Business rules for E-tendering:**

1. Only Bank's Pre-Qualified **Civil contractors** with SBI for the said project who are invited by the project Architect/SBI shall only be eligible to participate.
2. SBI will engage the services of an E-tendering service provider who will provide necessary training and assistance before commencement of online bidding on Internet.
3. In case of e-tendering, SBI will inform the vendor in writing, the details of service provider to enable them to contact and get trained.
4. Business rules like event date, closing and opening time etc. also will be communicated through service provider for compliance.
5. Contractors have to send by email, the compliance form in the prescribed format (provided by service provider), before start of E-tendering. Without this the vendor will not be eligible to participate in the event.
6. The Contractors will be required to submit the various documents in sealed Envelope to the office of Bank's Civil Engineer, at the address mentioned hereinbefore by the stipulated date i.e. (1) Demand Draft of specified amount of EMD, (2) Process compliance form dully signed and (3) Undertaking. Contractors not submitting any one or more documents shall not be summarily rejected.

**The e-tendering will be treated as closed only when the bidding process gets closed in all respects for the item listed in the tender.**

#### **(B)Terms & conditions of E-tendering:**

SBI shall finalize the Tender through e-tendering mode for which **M/s E-Procurement Technology** has been engaged by SBI an authorized service provider. Please go through the guidelines given below and submit your acceptance to the same along with your Commercial Bid.

1. E-tendering shall be conducted by SBI through **Antares Systems Limited**, on pre-specified date. While the Contractors shall be quoting from their own offices/ place of their choice, Internet connectivity and other paraphernalia requirements shall have to be ensured by Contractors themselves. In the event of failure of their Internet connectivity, (due to any reason whatsoever it may be) it is the bidders' responsibility

In order to ward-off such contingent situation bidders are requested to make all the necessary arrangements/alternatives such as back-up power supply whatever required so that they are able to circumvent such situation and still be able to participate in the E-tendering successfully. Failure of power at the premises of Contractors during the E-tendering cannot be the cause for not participating in the E-tendering. On account of this the time for the E-tendering cannot be extended and SBI is not responsible for such eventualities.

2. **M/s E-Procurement Technology** shall arrange to train you nominated person(s), without any cost to you. They shall also explain you all the Rules related to the E-tendering. You are required to give your compliance on it before start of bid process.

3. **BIDDING CURRENCY AND UNIT OF MEASUREMENT:** Bidding will be conducted in Indian currency & Unit of Measurement will be displayed in Online E-tendering.

4. **BID PRICE:** The Bidder has to quote the rate as per the Tender Document provided by SBI through their appointed Architects.

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

6. **Procedure of E-tendering:**



**i. Online E-tendering:**

(a) The copy of the Technical as well as Price Bid is available on the Bank's website during the period specified in the NIT.

(b) Online e-tendering is open to the Pre-qualified / Empaneled bidders who receive NIT from the Architect and qualified for participating in the price bidding as provisions mentioned hereinabove through SBI approved Service Provider.

(c) The Price-Bid shall be made available online by the Service Provider wherein the contractors will be required to fill-in their item- wise rates for each item.

(d) The Contractors are advised not to wait till the last minute to submit their online item rate quote in the price bid to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.

(e) It is mandatory to all the bidders participating in the **price bid to quote their rates on percentage above or below the estimated cost put to tender.**

(f) In case, contractor fails to quote their percentage rates as detailed above, their tender shall be treated as **"Incomplete Tender"** and shall be liable for rejection.

7. LOG IN NAME & PASSWORD: Each Bidder is assigned a Unique User Name & Password by Antares Systems Limited. The Bidders are requested to change the Password after the receipt of initial Password from Antares Systems Limited. All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.

8. **BIDS PLACED BY BIDDER:** Bids will be taken as an offer to execute the work as specified. Bids once made, cannot be cancelled / withdrawn and the Bidder shall be bound to execute the work at the quoted bid price. In case the L1 Bidder backs out or fails to complete the work **as per the rates quoted**, SBI shall have the liberty to take action as deemed necessary including de-paneling such contractors and forfeiting their EMD and imposing heavy penalty to contractor to recover the losses occurred to the Bank.

9. At the end of the E-tendering, SBI will decide upon the successful bidder based on L1 rates. SBI decision on award of Contract shall be final and binding on all the Bidders.

10. SBI shall be at liberty to cancel the E-tendering process/tender at anytime, before ordering, without assigning any reason.

11. SBI shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.

12. Other terms and conditions shall be as per your techno-commercial offers and other correspondences till date.

**13. OTHER TERMS & CONDITIONS:**

- The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other suppliers/ bidders.
- The Bidder shall not divulge either his Bids or any other exclusive details of SBI to any other party.
- SBI decision on award of Contract shall be final and binding on all the Bidders.
- SBI reserve their rights to extend, reschedule or cancel any E-tendering within its sole discretion.
-

- SBI or its authorized service provider E-Procurement Technology shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
- SBI or its authorized service provider E-Procurement Technology is not responsible for any damages, including damages that result from, but are not limited to negligence.
- SBI or its authorized service E-Procurement Technology will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.
- All the Bidders are required to submit the Process Compliance Statement (Annexure-II) duly signed to E-Procurement Technology also.

**All the bidders are requested to ensure that they have a valid digital signature certificate well in advance to participate in the online event.**

## ANNEXURE-A

### **UNDERTAKING**

(The bidders are required to print this on their company's letter head and sign, stamp and upload with technical Bid)

Assistant General Manager (P & E),  
State Bank of India,  
Premises & Estate Deptt,  
5<sup>th</sup> Floor, Local Head Office.  
11, Sansad Marg  
New Delhi -110 001

Dear Sir,

### **UPLIFTMENT/ UPGRADATION OF FAÇADE OF C & D BLOCK BUILDINGS INCLUDING RELATED REPAIRS, RENOVATION WORKS AT STATE BANK OF INDIA, LHO, NEW DELHI COMPLEX.**

- I / We refer to the tender notice issued by you in connection with the captioned work / project.
- I undertake to submit in Hard copy the tender document along with all Terms & Conditions, Specifications, NIT, Instruction to Tenderers, Price Bids, drawings etc. as uploaded on the site and subsequent relevant correspondence, annexure corrigendum's duly signed and stamped by authorized representative/ signatory on becoming L1. However we accept all the terms and conditions along with the specifications, Drawings, Layouts etc. defined in the tender documents as a whole as uploaded by the Bank on the site of e-Tendering agency. Our this acceptance shall deemed to be a valid contract document signed by us till a formal agreement / contract is signed by us with the Bank.
- I/ We hereby offer to perform, provide, execute, complete and maintain the works in conformity with the drawings, designs, conditions of contracts, specifications, schedule of quantities etc. relating to the works.
- I/ We have satisfied myself/ ourselves as to the site conditions, examined the drawings and all aspects of the tender documents, subject to above, I/ We do hereby agree, should this tender be accepted in whole or in part, to:
  - Abide by and fulfill all the terms and provisions of the said tender documents annexed here to,
  - Complete the works within the period as mentioned in NIT and as per the work program / schedule as finalized by the Architect & the Bank, in two or three shifts if considered necessary by the Employer / Consultants at no extra cost to the Employer.
  - I / We have deposited an earnest money as per NIT which, I / We note, will not bear any interest and can be forfeited by the Bank as per tender conditions etc. and I shall not be allowed to participate in any of the tender of SBI for a period of 06 months from the date of opening of this tender:
    - a. If our offer is withdrawn by us within the validity period of acceptance by the Employer.  
Or
    - b. If the contract agreement is not executed by us within 15 days from the date of receipt of the letter of acceptance.  
Or
  - c. If we fail to pay the initial security deposit /ASD / APG as stipulated.  
Or

d. If the work is not commenced at site within 15 days from the date of issue of Letter of Acceptance / work order.

- I / We understand that the Bank are not bound to accept the lowest or any of the tender received by the Bank.

(Signature of Authorized Person of the Firm)

(Seal of the Firm)

Name of the Signatory :

Date :

Place :

## ANNEXURE – B

### PROCESS COMPLIANCE STATEMENT

(The bidders are required to print this on their company's letter head and sign, stamp and upload with technical Bid)

To,

**M/s E-Procurement Technology,**  
B-705, Wall Street - II, Opp. Orient Club,  
Ellis bridge, Ahmedabad – 380006,  
State Gujarat, India

### AGREEMENT TO THE PROCESS RELATED TERMS AND CONDITIONS FOR THE UPLIFTMENT/UPGRADATION OF FAÇADE OF C & D BLOCK BUILDINGS INCLUDING RELATED REPAIRS, RENOVATION WORKS AT STATE BANK OF INDIA, LHO, NEW DELHI COMPLEX.

This has reference to the Terms, Conditions etc. for the E-tendering mentioned in the Tender documents. This letter is to confirm that:

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

With regards.

(Signature of authorized Signatory)

(Seal of the Company/Firm)

Name :

Date :

Designation :

Address of Company/Organization

## FORM OF TENDER

To,  
Assistant General Manager (P & E),  
State Bank of India,  
5<sup>th</sup> Floor, Local Head Office.  
New Delhi -110 001

Dear Sir,

**UPLIFTMENT/ UPGRADATION OF FAÇADE OF C & D BLOCK BUILDINGS INCLUDING  
RELATED REPAIRS, RENOVATION WORKS AT STATE BANK OF INDIA, LHO, NEW DELHI  
COMPLEX.**

- I/ We refer to the Notice Inviting Tender issued by you for the captioned work.
- I/ We do hereby offer to perform, provide, execute, complete and maintain the works in conformity with Bill of Quantities, Drawings, Specification, Design, General and Special conditions of Contract, Instruction to tenderers, etc. as contained in the tender documents for the sum as arrived and filled, at the respective rates quoted by me/us in the Schedule of Quantities and/or at any other sum and rate subsequently negotiated and accepted / agreed by the Bank and me/us.
- I/We have satisfied myself / our self as to the site conditions, examined site and drawings, and all aspects of tender documents / conditions and are acceptable to us. I/We do hereby agree, should this tender be accepted in whole or in part, to ,

(A) Abide by and full-fill the terms, conditions and provisions of tender documents annexed hereto.

(B) Complete the work within stipulated completion time at no extra cost to the Bank.

- I/We have already deposited the Earnest Money Amount as per NIT.
- I/We are uploading /submitting the Part-1 (Technical Bid) with other requisite documents online at designated site.
- We confirm that I/We will submit online Sealed Price Bid as per schedule.
- I/We confirm that I/We are duly authorized to participate in the tendering/bidding and understand that my / our tender is liable to be rejected if, :
  - i. At any times it comes to the notice of the Banks that I/We have concealed or / and have given any wrong information.
  - ii. The tender is not duly filed and /or signed and / or is incomplete and/or not kept confidential.
  - iii. The bid contains any condition / alteration / modification and/or any tempering with the tender documents is done at our end.
  - iv. Tender submitted after due date and time

All the pages of the tender documents are affixed with the seal/stamp of my/our company and initialed / signed by the undersigned.

Signature of Tenderer/s  
(Duly authorized for tendering)

Seal /stamp of the firm/company

Mail Id of tenderer : .....

## **E-TENDERING INSTRUCTIONS TO TENDERERS**

### **General**

State Bank of India hereby publish the TENDER on e-tendering Portal in Electronic mode hereinafter referred as “e Tendering” and TENDER will be hereunder called as “e-Tender”. The e-tender published online through portal (website) consisting of standard tender conditions, specifications, schedule of quantities, drawings (if any) for above referred work. Please note that copy of the above e-tender can be downloaded from portal (website) and should be mandatorily submitted in Online Electronic Mode hereinafter referred as “Online Offer”. The submission of Online offer duly Encrypted & Digitally signed on above portal should be in prescribed Electronic Forms (Online) available on portal for respective tender in Online Envelope(s) on or before As per the key Dates mentioned in the Tender Notice in this document and online portal for above tender.

### **Instructions**

#### **1. Tender Bidding Methodology:**

Electronically Sealed Bid System – Two Stage

#### **2. Broad outline of activities from Contractor prospective:**

1. Procure a Digital Signing Certificate (DSC)
2. Register on the e-Procurement portal
3. Create Users and assign roles on the above portal
4. View Notice Inviting Tender (NIT) on the above portal
5. Download Official Copy of Tender Documents from the above porta
6. The contractor has to agree to the terms & conditions mentioned in the tender document online before proceeding further with filling in the data in the bidding schedules.
7. The contractor can fill in the data online & the same will be automatically redirected to the Technical or the Price Bid envelope as the case may be.
8. The contractor can also upload any supporting document which he wants to or has been asked by the Bank official against any particular bidding schedule.
9. All the bidding schedules which have been identified as mandatory by the Bank official have to be filled in compulsorily. The system will not allow a contractor to make his final submission till all the mandatory bidding schedules are filled-in by the contractor.
10. The final submission of the response to the tender by the contractor will have to be done on or before the last date & time of the submission. Once the final submission is made by the contractor, it is equivalent to dropping the response in the electronic tender box. The contractor cannot make any change once the same is completed, unless with the permission of the Bank official, on which he can withdraw his bid. The withdrawal of the bid can only be done before the last date & submission of the tender.
- 11 The contractor gets an online receipt (Date, Time & IP Address) on which he has made the final submission. This receipt will always be available on his respective login-id against the particular tender submission of the tender.
12. Attend Public Online Tender Opening Event (TOE) on the above portal– Opening of Technical-Part

13 Post-TOE Clarification on the above portal (Optional)– Respond to SBI's Post-TOE queries

14. Attend Public Online Tender Opening Event (TOE) on the above portal– Opening of Financial-Part Only for Technical Responsive Contractor)

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the above portal.

### **3. Digital Certificates**

For integrity of data and authenticity/ non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate(DC) also referred to as Digital Signature Certificate (DSC), of Class III.

### **4. Registration**

To use the Electronic Tender portal, vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons vis-a-vis Authorized Signatory who will be the main person coordinating for the e-tendering activities.

### **5. Bidding related Information for this Tender (Sealed Bid)**

The entire bid-submission would be online on the portal. Broad outline of submissions are as follows:

Submission of Bid Security/ Earnest Money Deposit (EMD) & Cost of Bid Document

- Submission of digitally signed copy of Tender Documents/ Addenda.
- Technical Bid.
- Online Sealed Price Bid.

**NOTE:** Please note that above e-Tendering system is an automatically time locked system which will be locked immediately as soon as due date and time is over and will not accept any offer after that. So, the tenderers are strictly advised to do their process well before the due date and time to avoid any such instances.

### **6. Tender Opening Event (TOE)**

The e-Procurement portal offers facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers as well as authorized representatives of contractor can attend the Public Online Tender Opening Event (TOE) from their offices. For this purpose, representatives of contractor duly authorized are to carry a Laptop and Wireless Connectivity to Internet. Legal requirements for a transparent and secure 'Public Online Tender Opening Event (TOE)' has been implemented on the portal. As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted online by the contractor himself (during the TOE itself), salient points of the Bids are simultaneously made available for downloading by all participating contractor. The portal has a facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the BANK for each Tender. The information in the Comparison Chart is based on the data submitted by the Contractor. A detailed Technical and/ or Financial Comparison Chart is provided. The tender details and comparison statement / chart shall be downloaded by the tender opening authority and signed by SBI representative and contractor's representative if present and the hard copy in duplicate shall be supplied to the tender evaluating authority. The portal has facility of a detailed report titled 'Minutes of Online Tender opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating contractor for 'Viewing/ Downloading'.



**IMPORTANT NOTE:** In case of internet related problem at a contractor's end, especially during 'critical events' such as – a short period before bid-submission deadline, during online public tender opening event, during e-auction, it is the contractor's responsibility to have backup internet connections. In case there is a problem at the e-procurement/auction service-provider's end (in the server, leased line, etc.) due to which all the contractor face a problem during critical events, and this is brought to the notice of SBI by the contractor in time, then SBI will promptly reschedule the affected event(s).

## **7. Minimum Requirements at Contractor end**

In order to operate on the electronic tender management system, the user's machine is required to be set up. The machine must have running XP service Pack3 or higher version of Windows like Vista or Window Also need to install Mozilla Fire fox web browser and latest Version of Java.

**For and behalf of  
State Bank of India**

## **INSTRUCTIONS TO THE TENDERERS**

### **1.0 Scope of Work:-**

Online Percentage rate Tenders are invited for and on behalf of State Bank of India from the firms / contractors pre-qualified by State Bank of India for the work of: **“UPLIFTMENT/UPGRADATION OF FAÇADE OF C & D BLOCK BUILDINGS INCLUDING RELATED REPAIRS, RENOVATION WORKS AT STATE BANK OF INDIA, LHO, NEW DELHI COMPLEX.”**

### **1.1.Site and Its Location:-**

The proposed work is to be carried out at SBI LHO Building at 11, Parliament street, New Delhi.

### **2.0 Tender Documents**

2.1 The work has to be carried out strictly according to the tender consisting the following documents and the contractor shall carry out work in a most workman like manner. The contract document for execution of a work in respect of an item rate essentially constitutes the following:

#### **a. Part-1 – Technical Bid**

- Notice Inviting Tenders.
- Instructions to tenderers
- General Terms and Conditions
- Articles of Agreement
- Special Conditions Of Contract Related To Green Building Practice
- Safety Code.
- Additional Terms and Conditions.
- Labour Rules & Regulations.
- Proforma & Annexures

#### **b. Part-2 - Price Bid / Bill of Quantities**

#### **c. Part-3 – Detail Technical Specification / List of materials as approved by the Bank**

#### **d. Part –4 – Tender Drawings**

**e.** Corrigenda, Addenda, Clarifications, Correspondence by / with the tenderer prior to awarding of work.

**f.** Letter of Acceptance.

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

- Price bid
- NIT, corrigenda and addenda
- Additional Conditions
- Detailed Technical Specifications
- Drawings
- Special Condition of Contract
- General Condition of Contract
- Instructions to Tenderers

2.3 Complete set of tender documents including drawings shall be uploaded from the e-tendering website and tenderer shall put in their bids thereon. Successful bidder / L-1 bidder

must have to submit all the scanned and uploaded documents as specified in the bid document physically in the office of SBI-LHO Delhi within 15 days of receipt of letter of Intent / Acceptance. This shall include the technical bids (Part 1 to Part 4), Price Bid and drawings etc. All pages shall be signed and stamped by authorized signatory.

2.4 The tender documents are not transferable.

### **3.0. Site Visit**

3.1 The tenderer must obtain himself on his own responsibility and his own expenses all information and data 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, labors accommodation, 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/Applicants shall submit the Earnest Money of Rs. 17,83,000/- (Rupees Seventeen Lakh Eighty-Three Thousand only) in the form of Demand Draft or Banker's Cheque drawn in favor of State Bank of India payable at New Delhi.

4.2 EMD in any other form other than as specified above will not be accepted. Tenders 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 15 days of award of Contract to the successful Bidder.

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

### **5.0 Initial Security Deposit :**

The successful tenderer will have to submit a sum equivalent to 2% of contract value less EMD by means of DD drawn in favour of State Bank of India payable at New Delhi within a period of 15 days of acceptance of tender.

### **6.0 Security Deposit**

6.1 Total security deposit shall be 5% of contract value. Out of this 2% of contract value is in the form of initial security deposit which includes the EMD. Balance 3% shall be deducted from the running account bill of the work at the rate of 10% of the respective running account bill i.e. deduction from each running bill account will be 10% till total 3% of contract value is reached. 50% of the total security shall be paid to the contractors on the basis of architect's certifying the virtual completion. The balance 50% would be paid to the contractors after the defects liability period as specified in the contract.

**No interest shall be paid on the amount retained by the Bank as Security Deposit.**

6.2 **Additional Security Deposit:-** Additional Security deposit (ASD)/Additional performance Guarantee (APG) shall be applicable if the bid price is below 7.5 % of the estimated cost put to tender. The amount of such ASD/ APG shall be the difference between 92.5 % of estimated cost put to tender and the quoted price.

## **7.0 Signing of Contract Documents**

The successful tenderer shall be bound to implement the contract by signing an agreement and conditions of contract within 15 days from the receipt of intimation of acceptance of his tender by the Bank. However, the written acceptance of the tender by the Bank will constitute a binding agreement between the Bank and successful tenderer whether such formal agreement is subsequently entered into or not. In case the successful tenderer is not able to sign the contract documents within the specified time in that case his EMD and other security amount, if any, is liable to be forfeited by the Bank.

## **8.0 Completion Period**

The time period allowed for completion of the project shall be 12 months from the date of commencement which is to be reckoned from handing over site or 15 days from the date of placing Letter of Acceptance / work order whichever is later.

## **9.0 Validity of Tender**

Tenders shall remain valid and open for acceptance for a period of 120 (One-Hundred and Twenty) days from the last date of receipt of tender. If the tenderer withdraws his/her offer during the validity period or makes modifications in his/her original offer which are not acceptable to the Bank without prejudice to any other right or remedy the Bank shall be at liberty to forfeit the EMD.

## **10.0 Liquidated Damages**

The liquidated damages shall be 0.5% per week subject to a maximum of 5% of contract value.

## **11.0 Rates and Prices**

11.1 In case of item rate tender

The tenderers shall quote their rates for individual items both in words and figures in case of discrepancy between the rates quoted in words and figures the unit rate quoted in words will prevail. If no rate is quoted for a particular item the contractor shall not be paid for that item when it is executed

The amount of each item shall be calculated and the requisite total is given. In case of discrepancy between the unit rate and the total amount calculated from multiplication of unit rate and the quantity the unit rate quoted will govern and the amount will be corrected.

11.1.2 The tenderers need to also quote their rates for which no quantities have been given.

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

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

11.1.4 The rates quoted shall be firm and shall include all costs, allowances, taxes, GST, levies etc.

## **12. General Instructions**

12.1 The intending contractor must read the terms and conditions of tender document carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.

The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website [Bank.sbi---> SBI in the news ----> Procurement news.](#) in free of cost.

**Contractor are advised to keep visiting the above mentioned web-sites from time to time (till the deadline for bid submission) for any updates in respect of the tender documents, if any. Failure to do so shall not absolve the applicant of his liabilities to submit the applications complete in all respect including updates thereof, if any. An incomplete application may be liable for rejection.**

**12.2** The bid can only be submitted after deposition of original EMD in the office of AGM (P&E), LHO New Delhi inviting bids within the period of bid submission and uploading the mandatory scanned documents such as Demand Draft or Banker's Cheque in favour of State Bank of India drawn on any Bank in India payable at New Delhi as mentioned in NIT and other documents as specified.

**12.3** Contractor can upload documents in the form of **JPG** format and **PDF** format.

**12.4** Any clarification/ modifications, if any, may be uploaded on the website, if felt necessary by the Bank.

**12.5** The Bank/employer reserves the right to reject any application without assigning any reason whatsoever and may restrict the list of qualified contractors to any number deemed suitable, if too many bids are received satisfying the laid down criterion.

**12.6** If any information furnished by the applicant is found incorrect at a later stage, he shall be liable to be debarred from tendering/taking up of works in SBI. The employer reserves the right to verify the particulars furnished by the applicant independently.

**12.7** The bid submitted shall become invalid and e-Tender processing fee shall not be refunded if:

- (i) The contractor is found ineligible.
- (ii) The contractor does not deposit original EMD.
- (iii) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the lowest contractor in the office of tender opening authority.
- (iv) If a tenderer quotes nil rates against each item in item rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.
- (v) Scanned copies of documents including EMD are illegible (not readable).

**12.8** The competent authority on behalf of the SBI does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the contractor shall be summarily rejected.

**12.9** The conditions mentioned in the pre-qualification document shall be understood to be a part of the agreement.

**12.10** SBI reserves right to reject any or all the EOI (Expression of Interest)/ proposals/ Bids received in response to this Tender at any stage without assigning any reasons whatsoever. The decision of the Bank shall be final, Conclusive and binding on all the parties. Each party shall be entirely responsible for its own costs and expenses that are incurred while participating in the tender.

Notwithstanding anything contained elsewhere in this tender documents/annexures, the Bank shall reserve its right to terminate/cancel the tender process/execution of SLA/Agreement at any stage without assigning any reasons whatsoever as it deems fit at its discretion, and the Bank shall not be liable to pay compensation to anyone in such case.

**ARTICLES OF AGREEMENT- SAMPLE  
(ON NON JUDICIAL STAMP PAPER OF SUITABLE DENOMINATION)**

**(This draft agreement is indicative only and may be redrafted before entering into a contract)**

ARTICLES OF AGREEMENT MADE ON THIS DAY ..... between M/s. STATE BANK OF INDIA a body corporate constituted under the State Bank of India Act, 1955 and having its Corporate Centre at State Bank Bhavan, Madame Cama Road, Mumbai-400021 having its Delhi Local Head office at 11, Parliament Street, New Delhi- 110001 (hereinafter called "THE EMPLOYER") of the one part and M/s. .... Registered under Companies Act, 1956 and having its office at ..... (hereinafter called "THE CONTRACTOR") of the other part.

1.1 WHEREAS "THE EMPLOYER" desires to engage one contracting agency for (as described under scope of works hereto) to be carried out their "**UPLIFTMENT/UPGRADATION OF FAÇADE OF C & D BLOCK BUILDINGS INCLUDING RELATED REPAIRS, RENOVATION WORKS AT STATE BANK OF INDIA, LHO, NEW DELHI COMPLEX**", as per the Architectural and structural detailed drawings, plans, sections, elevations etc. respectively prepared by their Architect, M/s, Shrishti Consultancy Services, New Delhi on the basis of above.

1.2 The term "Architect" and "Project Management Consultant" (APMCF / PMC) in the said conditions shall mean the said **M/s Srishti consulting Services**, H No.-156/3G NIT. Faridabad-121001 and shall include their legal representatives and assignees or in the event of his/their death or ceasing to be the Architect, such other person as shall be nominated for that purpose by the Employer, not being a person to whom the Contractor shall object for reasons considered to be sufficient by the Arbitrator, mentioned in the said conditions provided always that no person subsequently appointed to be entitled to disregard or overrule any previous decisions or approvals or directions given or expressed by the Architect for the time being.

1.2In response to the tenders invited by **EMPLOYER/ PMC, the CONTRACTOR** has inspected the site and surroundings of the works specified in the tender documents and have before accepting the Contract, satisfied themselves by careful examination about the nature of the work and nature of the site and local conditions, quantities nature and magnitude of work, the availability of labour and material necessary for the execution of work, the means of access to work site, the supply of power and water thereto and the accommodation they may require and have made local and independent enquiries and obtained complete information as to the matters and things referred to, or implied in the Contract or having any connection therewith and have considered the nature and extent of all probable and possible situations, delays, hindrances, or interferences to or with the execution and completion of work to be carried out under the Contract being awarded hereunder and have examined and considered all other matters, conditions, and things and probable and possible contingencies thereto affecting the execution and completion of work and which might have influenced them in accepting the Contract.

1.3 The following documents annexed hereto and marked as Annexure as per numbers given against each of these documents, shall form the integral part of this Agreement as if these were fully incorporated herein and this Agreement together with all its Annexures are hereinafter referred to as the CONTRACT:

1.3.1 **Part-A PQ document**

1.3.2 **Part-1 Technical bid** which includes:

Notice Inviting Tender (NIT) Instructions to tenderers.

Form of Offer Appendix to NIT

Brief description of work  
Special Notes & conditions to the contract  
General Conditions of Contract  
Special Conditions of Contract & Appendix, if any  
Contractors Labour rules and Regulations  
Performa and Annexures  
Preamble

1.3.3 **Part 2- Bill of quantities** for all works i.e. Civil works comprising of Façade, External development works, boundary wall works etc. and Electrical Façade lighting works.

1.3.4 **Part 3- Detailed Technical Specifications for civil, facade and electrical works** which also includes list of approved make agencies.

1.3.5 **Part 4- List of Drawings & Drawings**

1.3.6 Correspondence exchanged prior to letter of intent and awarding the work order

1.3.7 The Letter of Intent / work order issued dated .....

1.4 The EMPLOYER has accepted the offer of the Contractor and the Contractor has agreed to execute the said Works, subject to the terms and conditions contained herein and those contained in Annexure referred herein, for the provision and the execution of the works mentioned in the CONTRACT at an amount of Rs. .... **(Rupees ..... Only) plus GST.**

1.5 Contractor shall not claim any other escalation in contract rate for rise in prices of materials/ labour etc. during the completion of work and shall complete the work at contracted rate which shall be valid for project period **12 Months** from the date of commencement of work. In case of extension in the time period for execution of the contract beyond Project period 12 Months, for the reasons of delay attributed to the Contractor, the PVA clause will not be admissible for extended period and the Architect's decision in this respect shall be final and binding on the Contractor.

1.6 The CONTRACTORS shall provide, execute and complete all the works mentioned in the CONTRACT and shall do and perform all other acts and things mentioned or described in the CONTRACT or which are to be implied there from or may be reasonably necessary for the completion of the said works and the times and in the manner and subject to the terms and conditions or stipulations mentioned in the CONTRACT.

1.7 It has been understood by the parties hereto that the EMPLOYER will have right to make reasonable changes in the drawings and designs during the progress of the construction works without prejudice to the CONTRACT. Notwithstanding anything to the contrary contained in any of the Annexure hereto the CONTRACTOR will commence the work on or before ..... and will complete the same on or before ..... and the time shall be the essence of the CONTRACT. In consideration of the due provision, execution and completion of all the works, in terms of the CONTRACT the EMPLOYER does hereby agree ~~with the CONTRACTOR~~ that the EMPLOYER will pay to the CONTRACTOR the respective amounts for the work actually done by them and approved by the EMPLOYER. Such Payments shall be made at such time and in such a manner as provided for in the CONTRACT.

1.7.1 The CONTRACTOR do hereby agree to pay such sums as may be due to the EMPLOYER for the service rendered or material supplied by the EMPLOYER to the CONTRACTOR as set out in the CONTRACT.

1.7.2 The Contractor do hereby agree that the amount of liquidated damages specified in conditions of contract/ special conditions of contract represents a genuine and fair estimate of the loss likely to be suffered by the EMPLOYER in the event of the works not being completed in time.

1.8 It is specifically and distinctly understood and agreed between the EMPLOYER and

the CONTRACTOR that the CONTRACTOR shall have no right, title or interest in the site made available by the EMPLOYER for the execution of the works or in the building, structures or works executed on the said site by the CONTRACTOR in the goods articles, materials etc. brought on the said site (unless the same specifically belongs to the CONTRACTOR) and the CONTRACTOR shall not have or deemed to have any lien or charge whatsoever for unpaid bills and it will not be entitled to assume or retain possession or control of the site or structure and the EMPLOYER shall have an absolute and unfettered right to take full possession of the site and to remove the CONTRACTOR, their servants, agents and materials belonging to the CONTRACTOR lying in the site.

1.9 The CONTRACTOR shall be allowed to enter upon the site for execution of the works only for the purpose of executing the contract work and shall not have any claim, right, title or interest in the site or the structures erected thereon and shall not enter upon at any time without assigning any reason.

1.10 The materials including sand, gravel, stone, loose earth, rock etc. dug up or excavated from the said site shall, unless otherwise expressly agreed under the CONTRACT, exclusively belong to the Employers and the CONTRACTOR shall have no right or claim over the same and such excavation and materials shall be disposed off as per the instructions of the EMPLOYER.

1.11 The dispute or difference if any, relating to this agreement or any document appended hereto shall be settled by arbitration under the provisions of Indian Arbitration & Conciliation Act, 1996 or any rules and regulations framed there under within the jurisdiction of Gujarat and the place of arbitration shall be the city of Ahmedabad and the arbitration will be conducted in English language.

1.12 The parties agree to submit themselves to the jurisdiction of courts at Ahmedabad.

IN WITNESS WHEREOF the parties have executed these presents on the day and the year first above written.

State Bank of India  
By The Asst. General Manager (Estate)

Contractor  
M/s \_\_\_\_\_

Name :-

Name :-

Designation:-

Designation:-

Date:-

Date:-

WITNESS:-

(1)

(2)

Place:

Date:



## 5. BRIEF DESCRIPTION OF WORK:

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

- i) **Name of work** : Proposed Upliftment/ Upgradation of Façade Of C & D Block Buildings Including related Repairs, Renovation works at SBI, LHO, New Delhi Complex
- ii) **Site Address** : State Bank of India, Local Head Office, 11, Parliament Street, New Delhi-110001

iii) **Brief description of the building & work:**

State Bank of India is having multi-storied building blocks at 11, Parliament Street New Delhi which had been constructed in late 1960s and completed around early 1970s. The main Façade of the Building is made up of Aluminium fins, Exposed concrete, Cement plaster, Glass mosaic tiles etc.

The SBI intends to uplift / upgrade façade of its two Building blocks i.e. Block 'C' (G+8) & Block 'D' (G+14). The proposed work includes compatible combinations of latest façade elements like Aluminium perforated Façade panels, ACP, Clay façade Panels, GRC Jali, dry stone cladding, Structural glazing, water curtain etc. through a combination of modern and Indian architectural style, considering the location of the said building reflecting the glorious tradition and futuristic vision of SBI.

The façade works also includes repairs; renovation works without any major civil works (only minor civil works at existing structure shall be allowed) without disturbing the existing day to day activity of the Bank. The proposed project broadly includes below mentioned works:

- a. **External Façade related works (To be executed through bank approved specialised agencies like Hunter Douglas, SAS, Dampa, Gorden only)** including Perforated CNC cut & moulded aluminium panel, Aluminium composite panelling (ACP) rain screen system, Glass reinforced concrete (GRC) screen with support system, Aero screen aluminium louvers, VE/ACP zinc panel, necessary civil repair works etc.
- b. **External development works** including construction of new boundary wall, renovation of drive ways, development of VIP parking areas, granite cladding on building up to certain heights, replacement of existing kota stone flooring with granite flooring around the building, baffle false ceiling at VIP entry/parking, water fountains, horticulture, replacement of existing aluminium windows with uPVC windows, rain water harvesting etc.
- c. **External Façade lighting-** RGB colour with DMX controller **(To be executed through specialised agencies like Wipro / Signify-Philips or their authorised vendors only)**, boundary wall and landscape lighting, internal electrical works for ground floor lobby area with allied electrical works through Electrical contractor.

## 6. SPECIAL CONDITIONS OF CONTRACT

**Name of Work: UPLIFTMENT/ UPGRADATION OF FAÇADE OF C & D BLOCK BUILDINGS INCLUDING RELATED REPAIRS, RENOVATION WORKS AT STATE BANK OF INDIA, LHO, NEW DELHI COMPLEX.**

**EMPLOYER:** M/s STATE BANK OF INDIA.

### 6.1. **General:**

- 6.1.1. The proposed Office building is located at 11, Parliament Street, New Delhi. The proposed office building complex comprises of 4 blocks namely 'A', 'B', 'C' & 'D'. **The proposed work is to taken up at Block 'C' & 'D'. Block 'C'** is a RCC structure having Lower basement, Ground and Upper 8 floors and Terrace floor while **Block 'D'** is a RCC structure having Lower basement, Ground and Upper 14 floors and Terrace floor .
- 6.1.2. The payment shall be made as per actual execution of work/stages of completion of work.
- 6.1.3. All works are to be completed in **12 (Twelve)** months' time from the date of letter of intent / work order or handing over the proposed site whichever is earlier.
- 6.1.4. All or any extra work involved shall be got approved in writing from the Architect/ EMPLOYER/Bank before executing the same.
- 6.1.5. The contracted rate shall be exclusive of Goods and Service Tax (GST) applicable during construction period and completion of the work.
- 6.1.6. Contractor shall extend all sorts of help within his purview including scaffolding materials and labourers (chargeable basis) to other agencies working simultaneously in the same project.
- 6.1.7. The Contractor shall at his own cost arrange to obtain temporary electric supply from local electricity board authorities and shall bear all cost (deposit for temporary supply) Miscellaneous charges & consumption charges during the construction period and up to the stage of handing over the site shall be borne by the Contractor. (The payments to statutory agencies against demand in employer's name (such as non-refundable deposits, charges & fees) shall be made by the employer. Employer shall facilitate in making necessary applications for the purpose).
- 6.1.8. The Contractor may require to construct electrical high mast pole at site premises at his own cost as per NDMC guidelines and handover it to the client without any cost on completion of construction, if required.
- 6.1.9. Water connection shall be arranged by Contractor at his own cost. Consumption charges during the construction and up to the stage of handing over of the site shall be borne by the Contractor.
- 6.1.10. Statutory payments against demand in employer's name shall be paid by employer for permanent water supply, storm water drain connection, permanent Power connection, extra sewerage charges, extra water charges, land under construction charges.etc Any charges for and during the construction period shall be born and paid by the Contractor .
- 6.1.11. Contractor shall at his own cost construct temporary cement and material storage go-down, site office, site laboratory and temporary separate bath/ WC for Architect's/ PMC'S staff and for his site labourers' use at his cost, including demolition and clearance refundable deposits fees etc after completion of work. Contractor shall restrict his facilities within the said area.

- 6.1.12. The Contractor shall take out and submit to Employer a suitable Insurance Policy against Workmen's compensation/ Janata Policy as per requirements. The policy shall be kept valid till the end of virtual completion of works.
- 6.1.13. Necessary PF & ESI contribution of Contractor's labourers will have to be paid by Contractor as per statutory authority's regulations and EMPLOYER shall be absolved of all the risk. Minimum wages to be paid by the contractor to labours as per central government minimum wages act.
- 6.1.14. The defect liability period shall be as mentioned in appendix to condition of contract, annexed to this document.
- 6.1.15. Contractor shall appoint technically qualified personnel as approved by Consultant/ PMC and maintain a full time, qualified and experienced staff on site as per annexure 11.19
- 6.1.16. EMPLOYER and Architect have got right to appoint separate contracting agencies for work other than the scope of the tender except otherwise instructed.
- 6.1.17. In the event of work being split between the agencies like Civil/ Plumbing/ Works etc., the Contractor for civil work shall provide all co-operation, liaison/ coordination and relevant scaffolding etc. to the other sub agencies appointed thereof.
- 6.1.18. Installation, by the Employers and the rate of the civil Contractor shall be considered to be inclusive of such co-ordination, assistance etc. to be provided to the other agencies.
- 6.1.19. Value of all interim bills shall be minimum Rupees two Crore also having minimum interval of 1 (one) month. The Architects shall endorse and certify the bill to enable the Employers in releasing the payment to the contractor as per schedule of payment described in Appendix to Form of Tender .
- 6.1.20. The Contractor shall appoint/ retain at their own cost, licensed plumbers who shall work out and prepare and submit to Architect/ PMC necessary shop drawing details for all plumbing, sanitation, drainage, works and shall take approval of the Architect/ PMC before execution of all such works.
- 6.1.21. The Employer reserves their right of adding, altering or deleting any items from the scope of the Contractor works for which no compensation of whatsoever type will be paid to the Contractor. This shall also include the profits and over heads or any other claims by the Contractors.
- 6.1.22. Time shall be the essence of the contract and the decision of the Architect/ PMC and/ or the employer in the matter of date of start, suspension and completion of the work shall be final and binding upon the Contractor.
- 6.1.23. Security/ Watchman:- The Contractor shall maintain at his cost, 24 hours/ watchman/ security system or watch and ward of materials/ property works and shall not allow any unauthorized persons to enter the premises/ building and on failure of the same, the Contractor shall be held liable for all costs & damages.

## **6.2 Addenda / Corrigenda / Clarifications**

Addenda to the tender document may be issued if required to clarify documents or to reflect modifications to the design or contract terms. Each Addenda issued by the Bank will be distributed to the bidders who have been issued the tender documents for bidding. Each bidder shall submit the same along with his tender. All Addenda issued by the Bank shall become part of Tender Document.

## **6.3 Office accommodation at project site**

6.3.1 Before tendering, Contractor shall visit the site and assess the manner in which he is able to arrange the accommodation facilities for labors. If as per local Municipal regulations or if space is not available at site, **huts for labourers** are not to be erected at the site of work, the contractor shall be required to provide such accommodation at a place outside the site or outside the LHO Campus as is acceptable to the local body at his own cost, resources & consequences. Nothing extra shall be paid on this account. The Engineer-in-Charge shall in no way be responsible for any delay on this account and no claim, whatsoever, on this account shall be entertained.

6.3.4 **LABOUR HUTS:** Contractor shall not be allowed to make Temporary Labour huts/camp at site or all stay arrangements to be made outside as per approval of the NDMC or local municipal authorities. The contractor shall provide potable water for all workers. The contractor shall provide the minimum level of sanitation and safety facilities for the workers at their camp/labour site. The contractor shall ensure cleanliness of workplace with regard to the disposal of waste and effluent; provide clean drinking water and latrines and urinals as per applicable standard. Adequate toilet facilities shall be provided for the workman within easy access of their place of work. The total no. to be provided shall not be less than 1 per 30 employees in any one shift. Toilet facilities shall be provided from the start of building operations, connection to a sewer shall be made as soon as practicable. Every toilet shall be so constructed that the occupant is sheltered from view and protected from the weather and falling objects. Toilet facilities shall be maintained in a sanitary condition. A sufficient quantity of disinfectant shall be provided. Natural or artificial illumination shall be provided. All precautions against COVID-19, as per guidelines of state and Central Govt shall be taken to avoid infection for which nothing extra shall be paid. The contractor/Successful Bidder shall be liable to remove all these temporary constructions and labourers after completion of the work.

#### **6.4 Commencement of Work and Provision Of Extra Space**

i) Immediately on issue of Letter of Intent / work order, the Employer shall ensure that the Architects or the PMC concerned as the case may be are issuing necessary detailed instructions to the contractor to commence the work forthwith.

ii) The date of commencement of the work shall ordinarily be taken as the 15th day after, the date of issue of Letter of Intent / work order or the date of handing over the site whichever is later.

iii) No ancient monument shall be demolished or any religious edifice be destroyed, if found, while executing the work without formal concurrence of the DGM & CDO/AGM (Premises) / Architect. The department of archaeology shall be consulted wherever necessary.

iv) Before start of the work and after clearing / cleaning of the plot, the spot levels of the plot shall be taken jointly by the contractor and the PMC under the supervision of Bank's Engineer at 3 meter intervals or at closer intervals as required and plotted on tracing sheets as well as in soft AutoCAD & PDF format. The contractor shall carry out all surveying works of the plot viz levelling, transfer & setting up benchmarks at site by Total station etc. in coordination / jointly with PMC / Bank's Engineer and submit the details to Architect / PMC. The levels and drawings shall be signed by the contractor or his authorized representative and the PMC and copy of such drawings shall be sent to the Employer and the Architects for record by the contractor at his own cost & within quoted / accepted rates. No extra payment shall be made to the contractor for this work.

v) As far as possible, the trees existing in the plot shall not be cut. However, if any of the trees which are coming in the way of the layout of the building shall be identified and the

same shall be cut and disposed off by the contractor at his own cost after obtaining necessary permission, if required from local authority well in advance to avoid delay in commencement of work.

vi) The PMC shall ascertain & verify that all the clearances are obtained from the local authorities for commencing the work.

vii) The layout of the buildings shall be marked by the contractors at site with reference to the approved plans and shall be got cleared from the PMC and Architect before taking up the construction work. In case of any discrepancies, the same shall be brought to the notice of the Architects for corrective action. In such cases, work shall be allowed to be taken up only when the layout is cleared by the PMC and the Architect.

viii) The Contractor shall arrange for the additional / extra open / covered space away from the site, if required for storing / stacking the materials, plants , machinery etc. at his own cost & within the quoted / accepted rates.

### **6.5 Observance of Contract Labour Act 1970**

The Contractor shall be responsible to register himself and obtain a certificate under the Contract Labor (Regulation and Abolition) ACT, 1970 and rules there under, if required and he must comply with and carry out all the provisions and obligations under the said Act and Rules and furnish all information to the Admin Officer as may be required by the Act/Rules and shall indemnify the Bank against any penalties/claims for any default on his part. A copy of the certificate shall be furnished to the Bank.

There shall be no employer-employee relationship between the Bank and the personal/labor engaged by the Contractor. The persons engaged by the Contractor shall not have any claim for employment or absorption in the Bank in whatsoever and howsoever/manner or in any connection therewith against the Bank now or at a future date. The persons engaged by the Contractor shall be the employee of the contractor only and not of the Bank.

The Contractor shall indemnify and keep indemnified the Bank against all losses and claims, damages or compensation for breach of any provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970 and any other Labour laws/ statutory laws statute in force in this regard.

### **6.6 Program charts and Progress Report:**

- a) Within a 15 (fifteen) days time after the acceptance of his Tender, the Contractor shall submit to the Project Management Consultant for his approval and/ or information a BAR Chart / PERT chart in the well stated manner and as the software output from the Primavera / MS project. Project Management tool / S-curve etc. shall be provided by the contractor as desired by the Bank. The inputs of the software can be embedded to fulfil the requirements as given in the format in the annexures and these requirements might be updated from time to time by the engineer-in-charge.
- b) Contractor shall also showing the order of procurement and method in which he proposes to carry out the works, a general description of the arrangements and methods which he proposes to adopt for the execution of the Works, the Constructional Plant and Temporary Works which he intends to supply, use or construct as the case may be, the scheduling of samples, Shop Drawings and approvals from concerned authorities as required under the contract to the PMC/Employer.
- c) If the actual progress of the works does not conform to the approved chart, the Contractor shall be required to submit a revised programme and implement the same for the completion of the works within the stipulated time for completion.
- d) Update the Master Schedule , Monthly progress schedule from time to time which shall be displayed to mitigate problems during site Meetings on the spot as required. The detailed

working schedules of all activities of project, including realistic activity sequences and durations, processing of the shop-drawings, preparation of draft minutes of meeting to be finalized by PMC/ Bank, Fabrication activities, identifying bottlenecks can be showcased to PMC and suggestions given for incorporating remedial measures to make up lost time.

- e) List of personnel I. Authorized representative II. Technical & non-technical staff III. Skilled & unskilled labours IV. Security staff, deployed at site for on schedule completion of this contract.
- f) This program shall be submitted by the contractor in consultation with Architect/PMC to the Employer. The submission to and approval by the Project Management Consultant of such programs shall not relieve the Contractor of any of his duties or responsibilities under the contract.
- g) The monthly progress chart as given in annexure-11.05 indicating there in the program and progress achieved both physical and financial with reasons for short fall, if any, shall be sent by the Site Engineer/PMC to the Bank before 10th of the following month.

#### **6.7 Co-ordination and Monitoring:**

- i) It is the prime responsibility of the architects and PMC to ensure that execution of the work progresses smoothly in accordance with the program and in proper co-ordination among different agencies.
- ii) The Architects and PMC shall keep a close watch on the progress of work, the resources position etc. and take suitable timely remedial measures to sort out the bottlenecks in consultation with the concerned Engineers of the Bank.
- iii) Site meetings shall be held at periodical intervals at least once in a month or at closer intervals where Architect, PMC, Site Engineer, Bank's Engineer and the representatives of various agencies who are involved in the project shall attend and review the progress of work and sort out hindrances, if any.
- iv) Concerned Project Engineers/A.G.M./DGM shall attend site meetings as often as possible in the interest of expeditious progress of the work. Minutes of the site meetings shall be prepared by the Architects/PMC and furnished to the concerned Department and others concerned immediately after of holding such meeting.
- v) In terms of the contract provisions, the contractors are required to submit progress photographs (in triplicate) at the beginning of each month. The photographs shall be so taken in such a manner so as to give a fair idea of progress of construction and the date of photographs taken shall be written on the reverse.
- vi) As a faster means of coordination and monitoring, the use of advanced technology may be used.

#### **6.8 Testing of materials and approval:**

To ensure use of quality materials and to exercise proper quality control on the works, certain tests are to be undertaken regularly by the contractor during the progress of the work as per the provisions of the contract. Some of the important tests that are to be carried out on the construction materials are such as water, steel, bricks, cement, tiles, timber, particle boards, aggregates, pipes, fittings, concrete, wires/cables, M.S. sheets, conduits, earth pits and these shall be conducted as per the relevant BIS specifications/agreement at the Government approved Technical Institutes/Laboratories. Report on these tests shall be forwarded to the Architects/PMC who shall duly certify the results thereof are in order and the materials may be used in the work. If the results do not conform to the relative BIS, the architects shall take immediate appropriate action as per terms of contract.

Results of all concrete cube tests shall be recorded in a Register of Cube Tests as per Annexure 11.07 maintained at site in a register and signature of the contractors and Site Engineer/PMC be obtained.

Under the terms of contract, the contractors are required to submit samples of various materials, items, fittings etc. for the approval of the Bank and architect. For this purpose,

special site meetings shall be arranged in the initial stage of project execution. As far as possible, the materials of brand names, if any, given in the contract shall only be selected.

**Quality Assurance-** Quality Assurance plan is to be maintained by the contractor to ensure a progressively improved and uniform quality of the finished work. The plan shall indicate all the required tests to be done during the construction stage, all the relevant applicable codes, specifications as well as acceptable criteria for each of the relevant items of work, materials. The contractor is to submit “Methods Statement” for the Quality Assurance for the elaborate construction procedure, the specifications of the materials involved their testing and acceptance criteria, equipments to be used precautions to be taken for all activities, for approval of the employer. All these have to be checked/tested periodically at the required intervals by the contractor in the presence of the authorized persons of the employer and reports shall have to be signed by the authorized persons of the employer. Copies of all such reports at various stages shall be appended with each running account bill as well as the final bill failing to which no payment shall be released to the contractor. The contractor to set up an independent quality assurance set up providing adequate covered space, qualified expert technicians, equipment and consumables at the site assuring maintenance of quality.

All field tests to be carried out as per IS-456: 2000 or as per field quality plan duly approved by the Engineer-in-charge.

#### **6.9 Measurement Sheets and Recording of measurements:**

i) The Measurement Sheets (called MS hereinafter) is the initial record of works accounts and is the basis of all accounts of quantities of work done by the contractors or by labourers employed departmentally or materials received. The payment for all works done and for all materials received through a contract shall be made on the basis of detailed measurements recorded in MS.

MS shall be maintained very carefully and accurately as these may have to be required for all billing purposes and shall be produced as evidence in a Court of Law as and when required.

ii) The site engineer/PMC shall take joint measurements of the work as it progresses and record them directly in the MS.

iii) It shall be ensured that the method of measurements is in accordance with the mode of measurement given in the contract. Any point of disagreement/dispute with the contractor pertaining to mode of measurements shall be promptly referred to the Concerned Authorities of the Bank for final decision.

iv) Extra/deviated items, as claimed by the contractor, shall not be recorded in MS until they are approved by the Bank.

v) The MS shall not be left under the custody of the contractor at any time. The contractor or his representative may be permitted by the PMC to see it in his presence or make a copy of his own.

vi) The measurement shall be authenticated / signed at the end of each session of measurement of the day's work, as the case may be, by both the parties i.e. PMC and the contractor's authorized representative.

vii) The contractor shall give due notice to the Bank whenever any work is to be buried in the earth, concrete or in the bodies of walls or otherwise, becoming inaccessible later on, in order that the work may be inspected and correct dimension taken before such burial, in default whereof, the same at the opinion of the Bank, be either opened up for measurement at the contractor's expenses or no payment may be made for such material, should any dispute or difference arise after the execution of any work as to measurements etc. or other matters which cannot be conveniently tested or checked. The notes of the Bank shall be accepted as correct and binding on the contractor.

viii) The work shall be measured in the same sequence as constructed.

ix) Before the start of measurements of excavation, the measurer should be in possession of the reduced levels (RLs), of the bottom of excavation, of the natural ground and of the ground floor level i.e. plinth level. Any discrepancy with measured sites shall be set right.

x) Work at different levels/stages/floors shall be kept scrupulously separate. Location notes should be made opposite the respective dimension entries on M.S. pages.

xi) Abbreviations, commonly used by quantity surveyors should be freely used to convey maximum information about entries.

**xii)** Measurements should start at the left hand rear corner of the building. The record of measurement of work should be so methodical that after the perusal of a few pages only, any one should be able to follow the measurement procedure of recording entries.

**xiii)** Checking of measurements shall be as under. It shall not be perfunctory and should reveal errors, accidental or deliberate, by the staff. It should also serve as a process of instructions to junior staff.

a) The initial record of measurements will be done by the PMC along with contractor's authorized representatives mentioned in Para ii under this clause. The Bank's Engineer shall check 10% of all measurements and up to 25% in case of costly or hidden items.

b) The Site Engineer should also certify along with the Architect wherever applicable, particularly where there is no separate supervision agency in the MB that (a) the work has been executed as per specification and approved drawings, (b) no labour complaint is received so far against the contractor, (c) no water and electricity is drawn from the Bank by the contractor for his use, (d) the amount withheld against part rate payment is sufficient.

All measurements should be recorded neatly and directly in the MS at the site of work. The recording of measurements elsewhere and copying them into MS is forbidden. The entries should be made with ball pen/ink pen. No entry should be erased/over written. If a mistake is made, it should be corrected by crossing at the incorrect words or figures and inserting the correction. The correction thus made shall be properly attested. The persons recording the measurements should sign in all pages. Any page or space left blank inadvertently should be cancelled by diagonal lines; the cancellation should be attested and dated. When any measurements are cancelled or disallowed, they must be endorsed by the dated initials of the officer ordering the cancellation or by a reference to his written order initiated by the engineer who recorded the measurements. The reasons for cancellation are also recorded.

The details of major works along with its details in case of electrical works like Make, Sr. No, details of length of cables measured etc and same in case of civil like Grid, Column/Beam number etc. also should be recorded for future references. MB should be sent only by registered post or by special messenger.

The following items of work which, owing to their situation, cannot subsequently be checked are known as hidden items.

- 1) All works below ground level such as concrete, masonry, steel work etc. in foundation.
- 2) Fabricated steel work in columns, beams etc. which are encased either in masonry or concrete.
- 3) Frame work of false ceiling, partition, wall paneling.
- 4) Bitumen painting of roofs under mud-phuska and tiles paving or under terrace concrete.
- 5) Water proofing treatment.
- 6) Lines of pipes buried in floor or wall or ceiling in internal sanitary, water supply or drainage installation. The levels of the plot shall be recorded in the MS. The Site Engineer/PMC are responsible for safe custody of the MS.

#### **6.10 Certification of Bills and Payment:**

Normally the agreement stipulates the value of works for interim bills. When the gross payment due to the contractor against work done including secured advance against the value of materials collected at site exceeds the amount of interim amount of bill specified in the tender, the contractor is entitled to submit a bill as explained below:

i) The contractor shall prepare the bill (Refer Annexure 11.09) in triplicate on the basis of the item wise abstract of the total measured quantities as recorded in the MS. The tender items shall be serially reproduced in the bill. The extra or variation items which have been approved shall only be included in the bill. Such extra items shall be shown in the bill in separate sub-head along with references for approvals. The bills in triplicate shall be submitted to the Bank's Site Engineer/PMC.

ii) The Bank's Site Engineer/PMC on receipt of the bill in triplicate from the contractors shall verify the following:

- a) The bill of quantities is as per the measurements recorded in the MS.
- b) The rates for different items are as per accepted tender/quotation and/or the approved rates for variation.



- c) The part rates are commensurate with the actual stage of work done and reasons for allowing part rates are briefly mentioned.
  - d) Deductions/rebate on account of retention money, or any item of work have correctly been shown in the bill.
  - e) Proper insurance cover as provided for in the contract and for proper value has been taken by the contractor.
  - f) Test certificates for the materials used, concrete etc. required as per the contract have been enclosed.
  - iii) The bill after due verification as above and after incorporating necessary corrections shall be sent in triplicate to the Architect/PMC for certification, who will also give a statement for the following :
    - a) Statement giving reasons for excessive variations i.e. above 20% in the quantities as compared to the tender quantities.
    - b) Statements showing the theoretical and actual consumption of cement and steel.
  - iv) The bill shall be thoroughly scrutinized and checked by the architects and sent to the Premises & Estate Department along with a certificate of payment in duplicate as per Annexure 11.11. The architects shall satisfy about compliance of all requirements as per the terms of contract.
- Necessary test check measurements shall be done by the Bank Engineer as per clause 13 xiii (a).
- v) Where tender provides for adhoc payment of R.A. bills, adhoc payment shall be made by the Bank after due certification by the Architects after observing the following formalities:
    - a) A certificate for adhoc payment representing the percentage mentioned in the contract of the net amount payable shall be obtained from the architects.
    - b) The Employer/ Bank shall exercise a preliminary check on the bill including recovery statement for any materials supplied, and all other recoveries to be effected from the bill as per agreement.
    - c) It shall be ensured that the payment of bills including adhoc payments are made within the time stipulated in the contract.
  - vi) The bill along with measurement books duly certified by the architects received by the Employer shall be processed for payment on priority basis:
    - a) The Concerned Engineer shall carry out arithmetical check of the bill in addition to complete verification of all relevant facts in regard to both tendered and non-tendered items, rates, advances, recoveries, rebates, insurance cover, and validity of Bank Guarantees etc. After satisfying himself about the correctness of the bill, he has to prepare Memorandum of payment.
    - b) He shall also ensure that (1) only approved extra/variation items are considered in the bill, (2) necessary certificates are recorded and (3) necessary test check measurements are done by the architects and Bank's Engineer.
    - c) The payment shall thereafter be released after taking into account the adhoc payment made, if any. After the bill is passed for payment, the contractor shall be advised of the details like gross amount of the bills paid so far, gross amount of particular bill passed along with details of recoveries.
    - d) While passing a bill for payment, if the gross amount of the bill exceeds the sanctioned cost including the contingencies, the payment shall be restricted to the sanctioned amount and after obtaining the additional sanction from the earlier sanctioned authority the balance amount may be released.
  - vii) In terms of the relevant provision of the Income Tax Act 1961, all payments made against the bills shall be subject to the recovery of income Tax and surcharge as specified by the I.T. Department. The amount so deducted shall be credited to the Government account and a certificate of deductions shall be given to the contractor. All statutory recoveries including labour cess etc. are affected from the gross values of the bill.
  - viii) The Architect shall ensure that the final bills are obtained from the contractors as early as possible after the virtual completion certificate with a view to settle the bill within the stipulated period of three months/contractual conditions.
  - ix) While scrutinizing the final bill, the following checks shall be exercised:
    - a) That the architects have issued the virtual completion certificate for the work.

- b) That extension of time, if any, beyond scheduled date of completion has been granted by the competent authority.
- c) That where the invocation of Liquidity damages clause has been decided upon, the recovery of liquidated damages has been affected.
- d) That the contractors have submitted the necessary guarantees/undertakings/test certificates as required in terms of contract.
- e) That all advances including mobilization advance, if any are recovered in full. The interest component as applicable shall also be recovered.
- f) That there are no outstanding recoveries against the contractors on account of water, electricity, telephone charges or damages to fittings/fixtures or any other account as specifically provided for in the agreement.
- g) That all receipt for refundable deposits, if any, paid by the contractors on behalf of the Bank, have been submitted by the contractor to the Bank, so that the Bank may pursue with the concerned authorities, for obtaining refund of the same.
- h) That the required check measurements have been carried out in the MS and the fact recorded in the MB.
- i) That the contractors have been given a certificate to the effect that "Accepted in full and final settlement of all claims".
- j) Income Tax, Sales tax on works contract, Labour cess or any other tax as per terms of contract are recovered as per the statutory regulations.
- k) That the total cost of work is within the sanction, If not, revised sanction has to be obtained before releasing the payment to the contractor.
- l) Two sets of executed plans.

#### **6.11 Variations/extra items of work:**

i) The detailed estimates have been prepared based on approved plans and drawings so that variations during execution of work are kept to the minimum. However, if some change has to be made, the same may be done with the approval of competent authorities.

Deviations in the agreement would normally comprise of:-

- a) New items of works i.e. items completely new and in addition to the items of contract. These are known as extra or additional items.
- b) Substituted items i.e. items which substitute the existing one or are taken up in lieu of those already provided in the contract. There can be slight modifications or partially omitting items of work in the contract.
- c) Deviation in quantities of items, i.e. where there is increase or decrease in the quantities of work in the agreement. In other words, the nomenclature of work remains the same but the quantities vary with those provided in the agreement.
- ii) As regards substitution or extra item of work, it should be ensured, while doing so, that the quantity of low rates items is not substituted by high rated items either by way of substitution or by allowing extra items.
- iii) The rates of substitution or extra items shall be approved by the competent authorities and these rates are to be derived in the manner as specified in the tender document.
- iv) As regards variation in quantities of the tender items, the same may be permitted by the competent authority for certifying the contractor's running bills and making payment.

#### **6.12 Measurements for inadmissible items:**

In case of items which are claimed by the contractor but are not admissible, measurements should be taken for record purposes only and without prejudice so that in case it is subsequently decided to advise the contractor, there should be no difficulty in determining the quantities of such items. A suitable reason should however be made in red ink against such measurements to guard against payments in the ordinary way.

#### **6.13 Site order book:**

i) For issuing instructions to contractors in the course of day to day supervision of works, site order book shall be maintained by the Site Engineer/PMC in a prescribed form (Refer Annexure 11.15). Instructions should be prepared in triplicate and serially numbered. A copy of these instructions can be given to the contractor and architect for necessary action. While

issuing such instructions, the contractor/his authorized representatives' signature shall be obtained on the office copy.

ii) Instructions in the site order book shall be recorded under the signature of the Site Engineer/PMC. The Bank's Engineer during his periodical inspection/visit shall peruse and record his instructions, if any, in this book.

iii) All instructions to the contractors which are at variance with tender provisions as also pointing out lapses on the part of the contractors to adhere to the tender specifications shall be issued in writing through site order book by the Site Engineer/PMC as well as architect and Bank's officials visiting the site.

iv) The site order book shall be kept in the custody of the Site Engineer/PMC at site. This fact shall be made clear to the contractors at the beginning of the work.

v) The site order book shall be referred to at the time of making final payments to the contractors.

vi) The site order book shall be preserved for a period of 5 years or up to the time of all disputes/arbitration cases of the work are finally settled, whichever is later, after completion of a work in the same manner as a M.B.

#### **6.14 Hindrance Register:**

In order to have a record of hindrance in the progress of work which may result in delays and consequent claims from the contractors for extension of time a Hindrance Register shall be maintained at the construction site. The details of hindrances with time period shall be recorded by the Site Engineer/PMC therein when these occur and all recordings shall be signed jointly by the Site Engineer/ PMC and the contractor's representative. The extract of the same shall be sent to the Employer. While considering the contractor's request for extension of time for completion of work, this register shall be referred to.

#### **6.15 Maintenance of Records & Site Registers (Indicative only) :**

The following registers are to be maintained by Contractor/ PMC at site office:

<b>A.</b>	<b>Registers at the site office</b>
1	Measurement Books / MS sheets prepared in excel and binded.
2	Cement Register (Daily Record).
3	Steel Register, if applicable.
4	Steel Consumption Register – Bill wise. , if applicable
5	Drawings register
6	Materials at site register.
7	Hindrance Register.
9	File and Register for extra / variation items.
10	Materials test Register and File.
11	Site Order Book (in triplicate).
12	Labour Reports and progress Reports Register.
13	Site Visit & Instructions Register.
14	Certified true copies of the contracts.
15	Daily Progress record
16	MTC register for Façade panels

These registers or any other register as desired by SBI / Architect and a set of latest drawings shall be kept in the safe custody of the Site Engineer/PMC.

#### **6.16 Extension of time:**

The time allowed for carrying out the work as entered in the agreement shall be strictly observed by the contractor/Successful Bidder and shall be reckoned from the date of handing over the site/Allocation of work. The work shall throughout the stipulated period of contract be proceeded with care and due diligence (time being the essence of the contract) on the part of the contractor. To ensure good progress of the work during the execution, the contractor shall be bound in all cases, by the time schedule submitted by him.

- i) If the contractor shall desire an extension of time for completion of work on the grounds that there having been unavoidable hindrances in execution or on any other ground he shall apply in writing in format enclosed at Annexure 11.16 to the architect within 30 days of the hindrance on account of which he desires such extension.
- ii) The Site Engineer/PMC shall consider the application with reference to the reasonableness of the grounds cited therein and the recordings in the Hindrance register maintained at site (Performa enclosed at Annexure 11.12). They shall thereafter forward their comments/recommendations to the architects. The architects shall refer the case to the Employer along with their recommendations.
- iii) The Employer on being satisfied about the reasonableness of the request of the contractors, in terms of the relevant contract conditions, may recommend a fair and reasonable extension of time in the format enclosed at Annexure-11.17 to the concerned authority for granting extension of time.
- iv) Extension of time shall be granted before expiry of the contract period so that the contract is in force at the time of granting extension of time. Even if the contractor fails to apply for extension of time, the PMC and architects shall bring the fact to the notice of the Employer.
- v) While granting extension of time, it shall be clearly stipulated that the extension of time is being given without prejudice to the Bank's right to recover liquidated damages under relevant contract clause.
- vi) The letter granting extension of time is to be issued by the architects in a standard format at Annexure 11.18
- vii) If the contractors fail to complete the work within the stipulated period, the extended time as above or if the delay in completion of the work is attributable to the contractor in any way whatsoever, liquidated damages shall be recovered from the contractor's dues as stipulated in the contract. The authority to decide as to whether liquidated damages are to be levied or not.
- viii) Notwithstanding anything contained in this tender documents or elsewhere, the extension for completion of the project shall be granted only as per discretion of the Bank and the Bank shall within its right to refuse the same. The contractor shall not claim or demand the extension as a matter of his right.
- ix) Further, the Bank shall be at liberty to get the project completed by third party, if the contractor shall not complete the project within the time specified or failed to complete the project and the Bank shall with in its right to recover its monetary loss from the contractor.

#### **6.17 Substandard works and materials:**

The contractors are required to execute all works satisfactorily and according to the specifications.

- i) If any material or work is found to be unsound, imperfect, or inferior, from what is specified in the contract, the contractor should rectify or re-execute the work or remove the material as the case may be within a reasonable time depending upon the nature of work. If the contractor fails to do so, the work shall be got redone or rectified or the material replaced through any other agency at the contractor's risk and cost as per the provisions of the contract.
- ii) Under certain exceptional circumstances, when the substandard work done cannot be rectified or redone because of structural or other constraints, the matter shall be reported to the Architect and Bank's Engineers and if it is subsequently decided to accept the said work, payment for such work shall be allowed at a reduced rate arrived at keeping in view the nature and extent of deviation from the specifications or drawings.

#### **6.18 DELINQUENCIES**

The under noted delinquencies / defaults / misconduct / misdemeanors on the part of tenderer or enlisted contractor will attract disqualification action.

- i) Incorrect information about credentials, about his performance, equipment, resources, technical staff etc.
- ii) Non-submission of the fresh / latest income tax clearance certificate
- iii) Irregular tendering practice.
- iv) Submission of tender containing far too many arithmetical errors and freak rates.
- v) Revoking a tender without any valid reasons.

- vi) Tardiness in commencing work
- vii) Poor organization at site and lack of his personal supervision
- viii) Ignoring Bank's notices for replacement / rectification of rejected materials, workmanship etc.
- ix) Violating any of the important conditions of contract i.e. site facilities, insurance, labour laws, ban on subletting etc.
- x) Lack of promptitude and co-operation in measurement of work and settlement of final account.
- xi) Non-submission of vouchers and proof of purchases etc.
- xii) Tendency towards putting up false and untenable claims.
- xiii) Tendency towards suspension of work for frivolous reasons.
- xiv) Treatment of labour
- xv) Bad treatment of sub-contractors (piece workers) and business like dealings with suppliers of material.
- xvi) Lack of co-operation with nominated contractors of Bank
- xvii) Contractors becoming Bankrupt or insolvent.
- xviii) Contractor's conviction by a Court of Law.
- xix) Failure to satisfactorily rectify defects during Defects Liability Period (DLP) and discovery of latent defects in contractor's work after the expiry of DLP of his contract.

## **6.19 DISQUALIFICATION ACTION AGAINST (DELINQUENCIES OF) CONTRACTOR**

### **PROCEDURE:**

- i) Correspondence on this subject shall be initiated (marked confidential) by the concerned Engineer in charge of project who discovered the contractor's misdemeanors / delinquencies etc.
- ii) The correspondence shall contain facts and proofs and not mere suspicions.
- iii) No disqualification action shall be taken against a contractor by an officer below rank of DGM or the authority who have accorded approval for empanelment of prequalification.
- iv) Record of disqualification action taken against contractors shall be maintained in a separate file as also in the concerned contractor's dossier.

### **6.20 Occupation certificate :**

After the completion of the project, the contractors shall organize to get a completion certificate/occupation certificate from the local authority, as required, for occupying the building.

### **6.21 Completion of work and refund of security deposit:**

- i) The work shall be considered as complete only when the certificate of virtual completion is issued by the architects.
- ii) The 'defects liability period' as prescribed in the contract shall commence only from date of such virtual completion.
- iii) Any defect that may appear within the defects liability period shall be rectified by the contractor within reasonable time on receipt of necessary instructions from architects/Bank to that effect. The Site Engineer/PMC attached to the project shall during the defects liability period, after thorough inspection of the work done, prepare a list of defective items of work and forward the same to the Architect / Employer for issue of formal instructions to the contractors for rectification of defects. Such intimation for rectification of defects shall reach the contractors before the expiry of the defects liability period.
- iv) 50% of Security Deposit will be returned on Virtual completion of work subject to satisfaction of Bank. However, before releasing the remaining 50% security deposit it shall be ensured that all the defects pointed out have been satisfactorily rectified by the contractor during the defects liability period. In case of failure on the part to do so, the cost of rectifying the defects through any other agency shall be deducted from the amount of security deposit due to the contractor.

#### **6.22 Performance guarantees/manufacturers test certificates:**

Once the work is certified as virtually complete, architects shall ensure that all the performance guarantees/ Manufacturer's test certificates in respect of waterproofing treatment, anti termite treatment, lifts, A.C. equipment, substation equipments like transformer, H.V. gears, fire pumps, diesel engines etc. as per the contract provisions are submitted by the contractor. The concerned Engineers of the Bank shall ensure that the final payments are released to the contractor only after obtaining such guarantees wherever specified.

#### **6.23 As-Built Drawings**

The Architect / Consultant will issue soft copies of drawings to the contractor for the items for which some changes have been made from the approved drawings as instructed by the Architect / Consultant. The contractor will make the changes made on these copies and return these as soft copies to the Architect / Consultant for their approval. In case any revision is required or the corrections are not properly marked the Architect / Consultant will point out the discrepancies to the contractor. The contractor will have to incorporate these corrections and will submit to the PMC two hardcopies duly approved and stamped by the contractor. For the Shop drawings made by the contractor, they will modify the drawing to include wherever the changes are made by the SBI / Architect / Consultant and submit two copies of such modified signed hardcopies drawings to the Architect.

#### **6.24 Insurance:**

The Employer shall make necessary arrangement to insure the building/installation from the date of virtual completion.

#### **6.25 Termination of Contract by the Bank:**

If the Contractor being an individual or a firm, commits any "Act of insolvency" or shall be adjudged as 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 7 (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 fulfil the Contract, and to give security therefore, if so required by the Architect.

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 Contract.

OR, shall assign or sub-let the Contract without the consent in writing of the Architect and Employer first obtained.

OR, shall charge or encumber this Contract or any payments due or which might become due to the Contract or any payments due or which might become due to the Contractor there under.

OR, if the Architect shall certify in writing to the Bank that the Contractor :

- i. has abandoned the Contract, or
- ii. has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for 7 (seven) days after receiving from the Architects written notice to proceed, or
- iii. 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 complete with the time agreed upon , or
- iv. has failed to remove materials from the site or to pull down and replace work for 7 (seven) days after receiving from the Architects written notice that the said materials or work were condemned and rejected by the Architects under these conditions, or
- v. 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 7 (seven) days after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same, or
- vi. Has to the detriment of good workmanship or in defiance of the Architects instruction to the contrary sublet any part of the Contract.

Then in any of the said cases the Employer/Bank shall be entitled to terminate the contract may notwithstanding any previous waiver, after giving 7 (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 in force as fully as if Contract has not been determined and as if the works subsequently executed had been executed by or on behalf of the Contractor. And further, the Employer, may enter upon and take possession of the work and all plant, tools, scaffoldings, sheds, machinery, seam and other power utensils and material 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 carrying on and completing the works and the Contractor shall not in any way interrupt or to do any act, matter or things 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 works shall be completed or as 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 (fourteen) days after receipt thereof by him the employer shall sell the same by public auction and shall give credit to the Contractor for the amount realized after deducting there from the costs of removal and sales by the Employer for the values of the said and the expenses or loss which the Employer shall have been put to in procuring the works to be 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/ Employer shall be final and conclusive between the parties. On termination of the contract, the Contractor shall forthwith remove himself and his workmen from the works site.

Notwithstanding anything contained elsewhere, the Bank shall be well within its right to terminate the contract with the contractor at any stage, if it is found that the contractor is not doing the work as per approved instructions/maps/drawings etc. or has not completed the work up to the satisfaction of the Bank at any phase during the period of contract. Further, the Bank shall be well within its right to get the work completed through third party at the cost of contractor.

#### **6.26 No compensation for restrictions of work:**

If at any time after acceptance of the tender EMPLOYER shall decide to abandon or reduce the scope of work for any reason whatsoever and hence not require the whole or any part of the work to be carried out, the Architect/Consultant shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter.

The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the work fully but which he did not derive in consequence of the foreclosure of the whole or part of the work.

Provided that the contractor shall be paid the charges on the cartage only of materials actually and bona fide brought to the site of the work by the contractor and rendered surplus as a result of the abandonment, curtailment of the work or any portion thereof and then taken back by the contractor, provided however that the Architect/Consultant shall have in such cases the option of taking over all or any such materials at their purchase price or a local current rate whichever is less.

In case of such stores having been issued from EMPLOYER stores and returned by the contractor to stores, credit shall be given to him at the rates not exceeding those at which were originally issued to the contractor after taking into consideration and deduction for claims on account of any deterioration or damage while in the custody of the contractor and in this respect the decision of Architect/Consultant shall be final.

#### **6.27 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 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 of the contractor, or

c) For safety of the works or part thereof.

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

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.

#### **6.28 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 EMPLOYER.

a) To rescind the contract (of which rescission notice in writing to the contractor by the Architect/Consultant shall be conclusive evidence) and in which case the security deposit of the contractor shall be forfeited and be absolutely at the disposal of EMPLOYER.

b) To employ labour paid by the EMPLOYER and to supply materials to carry out the work, or any part of the work, debiting the contractor with the cost of the labour and materials (the cost of such labour and materials as worked out by the Architect/Consultant shall be final and conclusive against the contractor) and crediting him with the value of the work done, in all respects in the same manner and at the same manner and at the same rates as if it had been carried out by the contractor under the terms of this contract the certificate of Architect/Consultant as to the value of work done shall be final and conclusive against the contractor.

c) To measure up the work of the contractor, and to take such part thereof as shall be unexecuted, out of his hands, and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him (of the amount of which excess the certificates in writing of the Architects/Consultant shall be final and conclusive) shall be borne by original contractor and may be deducted from any money due to him by EMPLOYER 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 EMPLOYER the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any material or entered into any engagements or make any advances on account of, or with a view to the execution of the work or the performance of the contract and in case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or to be paid any sum or any work thereto for actually performed under this contract, unless, and until the Architect/Consultant will have certified in writing the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

#### **6.29 Certificate of Payment**

The contractor shall be entitled under the certificates to be issued by the Architect/Consultant to the contractor within 15 working days from the date of certificate to the payment from EMPLOYER from time to time subject to satisfaction of the Bank. The EMPLOYER shall recover the statutory recoveries and other dues including the retention amount from the certificate of payment.

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

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

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



The EMPLOYER 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 sheets.

The contractor shall not submit interim bills when the approximate value of work done by him is less than Rs 1 Crore and the minimum interval between two such bills shall be one month.

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 EMPLOYER 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 and subject to satisfaction of the employer Bank.

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

#### **6.30 Advance on non-perishable materials (Secured Advance)**

The architect/consultant may at his discretion include in the interim certificate such amount as he may consider proper on account of non perishable materials brought to site by the contractor for use in the works as per proforma of Running Account Bill and a bond is furnished and recommend to SBI through the Architect/Consultant for advance payment, not exceeding 75% of the value thereof provided that non perishable materials are as per specification stipulated in the accepted contract, this advance payment shall be adjusted in the subsequent interim payment for the work.

#### **6.31 Power Supply**

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

#### **6.32 Water supply :**

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

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

The Contractor shall construct temporary well/tube well in SBI land for taking water for construction purposes only after obtaining permission in writing from the SBI if required. The contractor has to make his own arrangements for drawing and distributing the water at his own cost. He has to make necessary arrangements. To avoid any accidents or damages caused due to construction and subsequent maintenance of the wells. He has to obtain necessary approvals from the local authorities, if required at his own cost. He shall restore the ground to its original condition after wells are dismantled on completion of work or hand over the well to the SBI without any compensation as directed by the Architect/Consultant.

#### **6.33 Videography and photography of Major activities at site:**

The contractor in consultation with PMC shall make proper arrangements to carry Videography and photography of all major activities, day to day progress, hindrances etc. as per requirement of the employer without charging any additional cost to them and shall maintain two copies of photos (Hard copy- colored as well as soft copy) and videos in soft form, one copy of which will be submitted to the client.

## 7. GENERAL CONDITIONS OF CONTRACT

### **UPLIFTMENT/ UPGRADATION OF FAÇADE OF C & D BLOCK BUILDINGS INCLUDING RELATED REPAIRS, RENOVATION WORKS AT STATE BANK OF INDIA, LHO, NEW DELHI COMPLEX.**

#### **7.1 Definitions and Interpretations:**

In the contract (as hereinafter defined) the following words and expressions shall have the meanings hereby assigned to them, except where the context otherwise required: -

A. "EMPLOYER/ CLIENT/ BANK " means M/S. STATE BANK OF INDIA (having their office at L.H.O ,Premises & State Department, 5<sup>Th</sup> Floor, Delhi and shall include his/ their heirs, legal representatives, assignees and successors.

B. "ENGINEER IN CHARGE / BANK ENGINEER " shall mean The Civil / Electrical Engineer in-charge of the Project, as nominated by the AGM (P&E) / AGM Civil.

C. "CONTRACTOR" shall mean the individual or firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative or such individual or the persons, comprising such firm or company or the successors of such firm or company and the permitted assigns of such individual or firm or company.

D. "ARCHITECT/PMC" shall mean M/s. **Srishti consulting Services**, H No.-156/3G NIT. Faridabad-121001, engaged by the State Bank of India to act as Architect for the purpose of the contract and shall include his/ their heirs, legal representatives, assignees and successors.

E. "CONSULTING ENGINEER" means Sub-Consultant retained by the Architect or Employer for designing of Structural/ Electrical/ Mechanical/ Sanitary and Plumbing works includes his/ their heirs, legal representatives, assignees and successors.

F. "CONTRACT" means the documents forming the tender and acceptance thereof together with documents referred to therein or individual works orders in the case of terms of contracts including the General Conditions of Contract, Special Conditions, the Appendix, Bill of Quantities, Schedule of rates and prices or the rates quoted, scope of work, Specifications, Drawings and the Contract Agreement if completed and all these documents correspondence prior to letter of intent awarding another work as applicable taken together shall be deemed to form to Contract and shall be complementary to one another.

G. "CONTRACT PRICE" means the sum named in the letter of acceptance or the contract subject to such additions thereto or deductions there from as may be made under the provisions hereinafter contained in the contract.

H. i) "WORK" Works means all the works specified or set forth and required in and by the said specifications, drawings and schedule hereto annexed or to be implied there from and shall include both permanent works and temporary works, whether original, altered, substituted or additional, to be executed in accordance with the contract.

ii) "PERMANENT WORKS" means the permanent works to be executed and maintained in accordance with the contract.

iii) "TEMPORARY WORKS" means all temporary works of every kind (other than Contractor's Equipment) required in or about the execution and completion of the Works and the remedying of any defects therein.

I. "SPECIFICATION" means the specification referred to the tender and any modification thereof or addition thereto as may from time to time be furnished or approved in writing by the Architect.

J. "DRAWINGS" means the drawings, maps, plans & tracings or prints there of or referred in the contract, any modification of such drawings approved in writing by the Architect and such other drawings as may from time to time be furnished or approved in writing by the Architect.

K. "SITE" shall mean the land and/ or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.

L. "NOTICE" in writing or written notice means a notice in writing typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office of the tenderer/ contractor and or at the mail id mentioned by the contractor in the "form of tender" of these tender document and shall be deemed to have been received when in the ordinary course of post it would have been delivered.

M. "APPROVED" means approved in writing including subsequent written confirmation of previous verbal approval and "Approval" means approved in writing including as aforesaid.

N. "MONTH" means month according to Gregorian calendar.

O. "SCHEDULED BANK" means bank included in the second schedule to the Reserve Bank of India Act, 1934.

P. "SUB CONTRACTOR" means any person, firm or corporation having a contract for the execution of a part or parts of the work included in the contract and a person, firm or corporation furnishing materials called for in the contract and worked to a special design according to the specifications.

Q. "VIRTUAL COMPLETION" means that the constructions of works specified are of the works is sufficiently completed in accordance with the contract, as modified by any changed or variation orders agreed to by the parties so that the Employer can occupy the same for the use it was intended.

R. "CONTRACT PERIOD" means the accepted period of consecutive days stated on the Form of Tender starting from the Architect or Employer's order to commence the work.

S. "ACT OF INSOLVENCY" means any act of Insolvency defined by the Presidency Towns Insolvency Act, or the Provincial Insolvency Act or any Act amending such original act/s.

T. "THE DATE OF COMPLETION" is the date or dates for completion of the work or works or any part of the works set out or ascertained in accordance with the individual works orders and the tender documents or any subsequent amendments thereto

U. "SINGULAR AND PLURAL" words importing persons include firms and corporations, words importing the singular party only also include the plural and vice versa where the context requires.

V. 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.

- i) Assist General Manager – (P &E)- Chairman of the committee
- ii) Assist General Manager – (Civil)
- iii) SBI Engineer (Civil, Electrical & Fire) in-charge of the Project.
- iv) Concerned partner of the Architects or their project architect.
- v) Resident Civil Engineer- in Charge of PMC.

### **1.2 Total Security Deposit:**

Total Security deposit comprise of :

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

#### **a) Earnest Money Deposit :**

The tenderer shall furnish EMD of **₹ 17,83,000/- (Rupees Seventeen Lacs Eighty Three Thousand only)** through DD/ Banker's Cheque drawn in favour of SBI payable at New Delhi. No tender shall be considered unless the EMD is so deposited in the required form. No interest shall be paid on this EMD. The EMD of the unsuccessful tenderer shall be refunded soon after the decision to award the contract is taken without interest. The EMD shall stand absolutely forfeited if the tenderer revokes his tender at any time during the period when he is required to keep his tender open acceptance by the SBI or after it is accepted by the SBI the contractor fails to enter into a formal agreement or fails to pay the initial security deposit as stipulated or fails to commence the work within the stipulated time.

#### **b) Initial Security Deposit (ISD)**

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

#### **c) Retention Money**

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

#### **d) Additional Security Deposit:-**

Additional Security deposit (ASD)/Additional performance Guarantee (APG) shall be applicable if the bid price is below 7.5 % of the estimated cost put to tender. The amount of such ASD/ APG shall be the difference between 92.5 % of estimated cost put to tender and the quoted price.

### **7.3 Language, Errors, omissions and discrepancies:**

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

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:
- iv. In case of difference between rates written in figures and words, the rate in words shall

prevail.

- v. Between the duplicate / subsequent copies of the tender, the original tender shall be taken as correct.

#### **7.4 Project Management Consultant (PMC):-**

The Project Management Consultant engaged by the Bank / Employer shall supervise the works and to test any materials to be used in the works. The Contractor shall afford the Project Management Consultants every facility and assistance for examining the works and materials and checking and measuring works and materials.

#### **7.5 Duties and Powers of Project Management Consultant:-**

PMC duties are to watch and supervise the works of and to test any materials to be used or workmanship employed in connection with the works, quality control, Project Scheduling and monitoring and co-coordinating with all other Agencies and Civil Contractor, recording of measurements, certification of bills, preparing extra/ deviation items, excess/ scoring statement, preparing Minutes of Meeting etc. They shall have no authority either to relieve the Contractor of any of his duties or obligations under the contract or except those expressly provided hereunder, to order any work involving delay or any extra payment by the Employer or any variation of or in the works.

The Contractor shall afford the PMC every facility and assistance for examining the works and materials and checking and measuring time and materials. The PMC shall have no power to revoke, alter, enlarge or relax any requirements of this contract or to sanction any day work, additions, alterations, deviations or omissions unless such an authority may be confirmed by written order of the employer.

The PMC shall act in consultation with the Structural Consultant in regard to the quality of all structural aspects of work and in consultation with the Architect, will finalise the selection of finishing materials. The PMC shall jointly record the measurements with Contractor's representative for all items of works and on completion hand over the records to the Employer.

The PMC shall have the power to give notice to the Contractor or his Engineer-In-Charge, about the non-approval of any work or materials and such works shall be suspended or the use of such materials should be discontinued until the decision of the Architects/ Structural Consultant/ Employer but such examination shall not in any way exonerate the Contractor from the obligation to remedy any defects which may be found to exist at any stage of the work or after the same is completed. Subject to the limitations of this clause, the Contractor shall take instructions only from the Architects/ Employer/ Structural Consultant as the case may be through PMC.

The PMC shall have such other power and discharge other functions as are specifically provided in this contract included such incidental or consequential powers or duties, subject always to such specific instructions or directions of the Employer, which shall be duly notified to the Contractors.

#### **7.6 Scope of Contract:**

The Contractor shall carry out and complete the work in every respect in accordance with this contract and with the directions of and to the satisfaction of the Architect/ Employer. The Architect may in his absolute discretion and from time to time, issue further drawings and/ or written instructions, details, directions and explanations which are hereafter collectively referred to as "Instructions" reflected either in the minutes or in any other form in regard to:

- a) The variation or modification of the design, quality or quantity of works or the additions or omissions or substitutions of any work.
- b) Any discrepancy in the drawings and/ or specifications.

- c) The removal from the site of any material brought thereon by the Contractor and the substitution of any other material thereafter.
- d) The removal and/ or re-execution of any works executed by the Contractor.
- 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.
- h) Removal of improper works and materials.
- i) Assignment and subletting.
- j) The Employer shall have a right to delete or reduce any scope of work or any item from the contract and Contractor shall not make any extra claim on this count.
- k) Postponement of any work to be executed under the provision of the contract.

The Contractor shall forthwith comply with and duly execute any work comprised in such Architect's/ Employer's Instructions, directions and explanations given to the Contractor or his representative. If instructions, directions upon the works by the Architect/ Employer shall, if involving a variation be confirmed in writing by the Contractor, within 7 (seven) days and if not dissented in writing within a further 7 (seven) days by the Architect/ Employer, such instructions shall be deemed to be the "Employer/ Architect's Instructions" within the scope of the contract. If compliance with these instructions as aforesaid involves work and/ or expenses and/ or loss beyond that contemplated by the contract, then, unless the same were issued.

If the Contractor fails to comply with the Employer/ Architect's instructions within a fortnight after the receipt of written notice from the Employer/ Architect requiring compliance with such instructions, the Employer, through the Architects, may employ some other agency to execute any work whatsoever which may be necessary to give effect to such instructions.

For the purpose of entering day to day instructions by the Employer/ Architect/ PMC, the Contractor shall maintain at his own cost, a 'Site Instructions Book' in quadruplicate in which the instructions shall be entered by Employer/ Architect/ PMC.

'Instructions' to the Contractor shall be generally issued through PMC/ Architect. However Employer, for the sake of urgency as a result of inspection, may issue instructions directly with the knowledge of the Architects who should ratify the same promptly.

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

#### **7.7 (i) Letter of Acceptance**

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

per the terms of the tender. The letter of acceptance shall constitute a binding contract between the EMPLOYER and the contractor.

**(ii)Contract Agreement**

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

**7.8 Ownership of drawings**

All drawings, specifications and copies thereof furnished by the Employer through its architect/ consultants are the properties of the Employer. They are not to be used on other works.

**7.9 Detailed Drawings and Instructions:**

The SBI through its architects / consultants 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 there with and the contractor prepare a detailed programme schedule indicating therein the date of start and completion of various activities on receipt of the Letter of Intent / work order and submit the same to the SBI through the architect/consultant.

The Work shall be carried out to the entire satisfaction of the Employer/ Architects or their Consultants and in accordance with the signed drawings, specifications, preambles and such further drawings and details as may be provided by the Architect/ Structural Consultant and in accordance with such written instructions, directions and explanation as may from time to time be given by the Employer/ Architect/ Structural Consultant whose decisions as to sufficiency and quality of the work and materials shall be final and binding upon all parties.

No drawing shall be taken as in itself an order for execution unless, in addition to the Architect/ Structural Consultant's signature, it bears express words stating remark "GOOD FOR CONSTRUCTION". No claim for payment for extra works shall be allowed unless the said work shall have been executed under the provisions of clause no 7.9--(AUTHORITIES, NOTICES and PATENT) by the authorities directions in writing of the Consultant as herein mentioned.

One complete set of the drawings, certified copy of tender document together with Specifications shall be furnished by the Architect to the Contractor. The Architect/ Structural Consultant shall furnish, within such time, as may reasonable, one copy of additional drawings, which in his opinion are necessary for the execution of any work. Such copies shall be kept on the works, and the Architect/ Structural Consultant or his representatives shall at all reasonable times have access to the same. The Original Contract documents shall remain in the custody of the Employer and shall be produced by him at his office as and when required.

Any additional prints of drawings if any, required by the Contractors, may be supplied by the Architect/ Structural Consultant.

Any works indicated on the drawings and not mentioned in the specification or vice-versa shall be furnished as though fully set forth in both. Work not specifically detailed, called for, marked or specified shall be the same as similar parts that are detailed marked or specified.

The Contractor's work shall not deviate from the drawings and the specifications. The Architect's interpretation of these documents shall be final and without appeal.

Any work done before receipt of such details, if not in accordance with the same, shall be removed and replaced or adjusted as directed, by the Contractor without expense to the Employer. These general conditions apply with equal force to all the work including authorized extra works.

All Drawings, Specifications and copies thereof furnished by the Architect are the property of the Bank. They shall not be used on any other work and shall be returned to the Architect at his request on completion or termination of the Contract.

The Bank shall have full power and authority to supply to the Contractor through Architect / PMC from time to time during the progress of works such further drawings and instructions as shall be necessary for the purpose of the proper and adequate execution and maintenance of the works and the Contractor shall carry out and be bound by the same.

**7.10 Copies of agreement:**

Two copies of agreement duly signed by both the parties with the drawings shall be handed over to the contractors.

**7.11 Liquidated damages:**

If the contractor fails to maintain the required progress in terms of clause 6.0 of GOC or to complete the work and clear the site including vacating their office on or before the contracted or extended date of 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 which subject to a maximum of 5% of the contract value.

**7.12 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.

**7.13 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 the reform and shall indemnify the SBI any legal actions arising there from.

**7.14 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

**7.15 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.

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 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

#### **7.16 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.

#### **7.17 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 there of 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.

#### **7.18 Quality of materials, workmanship &Test:**

All materials and workmanship shall be best of the respective kinds described in the contract and in accordance with Architect/consultant instructions and shall be subject from time to time to such tests as the architect/consultant may direct at the place of manufacture or fabrication or on the site or an approved testing laboratory. The contractor shall provide such assistance, instruments, machinery, labor, and materials as are normally required for examining measuring sampling and testing any material or part of work before in corporation in the work for testing as may be selected and required by the architect/consultant.

#### **ii) Samples:**

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

**iii) Cost of tests:**

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

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

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

a) If so intended by or provided for or (in the cases above mentioned) is not so particularized, or though so intended or provided for but ordered by the Architect / Consultant 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.

**7.19 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.

**7.20 Contractor's superintendence:**

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

**7.21 Quantities:**

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 and quantities. The rate quoted shall remain valid for variation of quantity against individual item to any extent. The entire amount paid under Clause 19, 20 hereof as well as amounts of prime cost and provision sums, if any, shall be excluded.

**7.22 Works to be measured:**

The Architect/Consultant may from time to time intimate to the contractor that he requires the work to be measured and the contractor shall forthwith attend or send a quantity representative to assist the Architect in taking such measurements and calculation and to furnish all particulars or to give all assistance required by any of them. Such measurements shall be taken in accordance with the Mode of measurements detail in the specifications. The representative of the Architect / Consultant shall take 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 M book should the contractor not attend or neglect or omit to depute his representative to take measurements the measurements recorded by the representative of the Architect/consultant shall be final. All authorized extra work, omissions and all variations made shall be included such measurement.

**7.33 Variations:**

No alteration, omission or variation ordered in writing by the Architect/consultant vitiates the contract. In case the SBI/ Architect / Consultant thinks proper at any 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 shall confirm in writing within seven days of giving such oral instructions the contract shall alter to, add to, or omit from as the case may be in accordance with such but the contractor shall not do any work extra to or make any alterations 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 maybe.

#### **7.34 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.

(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 price herein.

(ii) Rates for all items, wherever possible should be derived out of the rates given in the priced BOQ.

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.

Where the extra works are not of similar character and/or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items or works are carried out, then the contractor shall within 7 days of the receipt of the letter of acceptance inform the Architect/ consultant of the rate which he intends to charge for such items of work, duly supported by analysis of the rate or rates claimed and the Architect/consultant shall fix such rate or prices as in the circumstances in his opinion are reasonable and proper, based on the market rate.

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 Architect/Consultant) the workman's name and materials employed be delivered for verifications to the Architect /consultant at or before the end of the week following that in which the work has been executed.

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.

#### **7.35 Final measurement:**

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

#### **7.36 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:

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

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.

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

Shall put the SBI in undisputed custody and possession of the site and all land allot by the SBI

Shall hand over the work in a peaceful manner to the SBI

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 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.

**7.37 Work by other agencies:**

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

**7.38 Insurance of works:**

Without limiting his obligations and responsibilities under the contract the contractor shall insure in the joint names of the SBI and the contractor against all loss of damages from whatever cause arising other than the excepted risks, for which he is responsible under the terms of contract and in such a manner that the SBI and contractor are covered during the period commencing from date of start of work at site to date of handing over the site back to the Bank after completion of all works and are also covered during the period of maintenance for loss or damage arising from a cause, occurring prior to the commencement of the period of maintenance and for any loss or damage occasioned by the contractor in the course of any operations carried out by him for the purpose of complying with his obligations under clause.

The Works for the time being executed to the estimated current Contract value thereof, or such additional sum as may be specified together with the materials for incorporation in the works at their replacement value.

The constructional plant and other things brought on to the site by the contractor to the replacement value of such constructional plant and other things.

Such insurance shall be affected with an insurer and in terms approved by the SBI which approval shall not be unreasonably withheld and the contractor shall whenever required produce to the Architect / consultant the policy if insurance and the receipts for payment of the current premiums.

**7.39 Damage to persons and property:**

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

costs, charges and expenses whatsoever in respect of or in relation thereto except any compensation of damages for or with respect to:

- a) The permanent use or occupation of land by or any part thereof.
- b) The right of SBI to execute the works or any part thereof on, over, under, in or through any lands.
- c) Injuries or damages to persons or properties which are unavoidable result of the execution or maintenance of the works in accordance with the contract.
- d) Injuries or damage to persons or property resulting from any act or neglect of the SBI their agents, employees or other contractors not being employed by the contractor or 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.

**7.40 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 7.39 of this clause.

**7.41 Contractor's superintendence:**

The contractor shall fully indemnify and keep indemnified the SBI against any action, claim, or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect to 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.

**7.42 Third Party Insurance:**

Before commencing the execution of the work the contractor but without limiting his obligations and responsibilities under relevant clauses of GCC shall insure against his liability for any material or physical damage, loss, or injury which may occur to any property including that of SBI, or to any person, including any employee of the SBI, by or arising out of the execution of the works or in the carrying out of the contract, otherwise than due to the matters referred to in the provision to clause 7.38 thereof.

**7.43 Minimum amount of Third Party Insurance:**

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

The minimum insurance cover for physical property, injury, and death is Rs. 20 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.

**7.44 Accident or Injury to workman:**

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

The SBI Shall not be liable for or in respect to any damages or compensation payable at law in respect or in consequence of any accident or injury to any workmen or other person in the employment of the contractor or any sub-contractor, save and except an accident or injury

resulting from any act or default of the SBI or their agents, or employees. The contractor shall indemnify and keep indemnified SBI against all such damages and compensation, save and except as aforesaid, and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

**7.45 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 insured 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.

**7.46 Remedy on contractor's failure to insure:**

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

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.

Insurance policies shall be taken by the contractor in the joint name of State Bank of India and the contractor wherein SBI being named first.

**7.47 Commencement of Works:**

The date of commencement of the work will be reckoned from the date of handing over of site or 15 days from the date of Letter of Acceptance / work order (scanned copy sent to the tenderer at their mail id) whichever is later.

**7.48 Time for completion:**

Time is essence of the contract and shall be strictly observed by the contractor. The entire work shall be completed within the stipulated period from the date of commencement. If required in the contract or as directed by the Architect / consultant. The contractor shall complete certain portions of work before completion of the entire work as advised & directed by the Architect / PMC / Bank and will hand over the said portion to the bank. However, the completion date shall be reckoned as the date by which the whole work is completed as per the terms of the contract.

**7.49 Extension of time:**

If, in the opinion of the Architect/consultant, the work be delayed for reasons beyond the control of the contractor, the Architect/consultant may submit a recommendation to the SBI to grant a fair and reasonable extension of time for completion of work as per the terms of contract. If the contractor needs an extension of time for the completion of work or if the completion of work is likely to be delayed for any reasons beyond the due date of completion

as stipulated in the contract, the contractor shall apply to the SBI Through the Architect/ Consultant in writing at least 30 Days before the expiry of the scheduled time and while applying for extension of time he shall furnish the reason in detail and his justification if any, for the delays. The architect/consultant shall submit their recommendations to the SBI in the prescribed format for granting extension of time. While granting extension of time the contractor shall be informed the period extended time which will qualify for levy of liquidated damages. For the balance period in excess of original stipulated period and duly sanctioned extension of time by the provision of liquidated damages as stated under relevant clause shall become applicable. Further the contract shall remain in force even for the period beyond the due date of completion irrespective whether the extension is granted or not.

#### **7.50 Rate of progress:**

Whole of the materials, plant and labour to be provided by the contractor and the mode, manner and speed of execution and maintenance of the works are to be of a kind and conducted in a manner to the satisfaction of the Architect/consultant should the rate of progress of the work or any part thereof be at any time be in the opinion the Architect / consultant too Slow to ensure the completion of the whole of the work the prescribed time or extended time for completion the Architect/consultant shall take such steps as considered necessary by the Architect / consultant to expedite progress so as to complete the works by the prescribed time or extended time. Such communications from the Architect / consultant neither shall relieve the contractor from fulfilling obligations under the contract nor he will be entitled to raise any claims arising out of such directions.

#### **7.51 Work during nights and holidays:**

Subject to any provision to the contrary contained in the contract no permanent work shall save as herein provided be carried on during the night or on holidays without the permission in writing of the Architect/consultant, save when the work is unavoidable or absolutely necessary for the saving of life or property or for the safety of the work in which case the contractor shall immediately advise the Architect / consultant. However the provisions 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 / continued with the prior approval of the Architect / consultant at no extra cost to the SBI

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

#### **7.52 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 required the whole or any part of the work to be carried out. The Architect / consultant shall give notice in writing 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 what so ever 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 fore closure 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 bonafide brought to the site of the work by the contractor and rendered surplus as a result of the abandonment, curtailment of the work or any portion thereof and then taken back by the contractor, provided however that the Architect/Consultant shall have in such cases the option of taking over all or any such materials at their purchase price or a local current rate whichever is less.

In case of such stores having been issued from SBI stores and returned by the contractor to stores, credit shall be given to him at the rates not exceeding those at which were originally issued to the contractor after taking into consideration and deduction for claims on account of any deterioration or damage while in the custody of the contractor and in this respect the decision of Architect / consultant shall be final.

### **7.53 Suspension of work:**

The contractor shall, on receipt of the order in writing of the Architect / consultant (whose decision shall be final and binding on the contractor) suspend the progress of works or any part thereof 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 the 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 to the extent necessary and carry out the instructions given in that behalf by the Architect / consultant.

i) 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.

### **7.54 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:

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.

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.

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 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.

### **7.55 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 Govt. and of the Official Assignee of the liquidator in such acts of insolvency or winding up shall be unable within seven days after notice to him to do so, to show to the reasonable satisfaction of the Architect / Consultant that he is able to carry out and fulfill the contract, and to dye security therefore if so required by the Architect /Consultant.

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

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

has abandoned the contract; or

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

has failed to proceed with the works with such diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or has failed to remove the materials from the site or to pull down and replace work within seven days after written notice from the 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 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, took 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 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 complement and finishing or using the materials and plant for the works.

When the works shall be completed or as soon thereafter as convenient the SBI Or 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 receive thereof by him the SBI sell the same by publication, and after due publication, and shall, adjust the amount realized by such tender. The contractor shall have no right to question any of the act of the SBI incidental to the sale of the materials etc.

**7.56 Certificate of payment:**

The contractor shall be entitled under the certificates to be issued by the Architect / consultant to the contractor within 10 working days from the date of certificate to payment from SBI From time to time. 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 as per NIT only after taking actual measurements and properly recorded in the Measurement books / Measurement sheets.

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.

#### **7.57 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 contractor raise any dispute, the contractor shall forthwith give notice in writing of his claim, or dispute to The AGM (P&E) LHO Delhi 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 SBI be in any way liable in respect of any claim by the contractor unless notice of such claim shall have been given by the contractor to the AGM (P&E) LHO Delhi 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 AGM (P&E) LHO Delhi in writing in the manner and within the time aforesaid.
- ii.The AGM (P&E) LHO Delhi shall give his decision in writing on the claims notified by the receipt of the contractor may within 30 days of the receipt of the decision of the Submit his claims to the conciliating authority namely the DGM & CDO, SBI, LHO, Delhi for conciliation along with all details and copies of correspondence exchanged between him and the SBI.
- iii.If the conciliation proceedings are terminated without settlement of the disputes, the contractor shall, within a period of 30 days of termination thereof shall give a notice to the concerned CGM of the SBI for appointment of an arbitrator to adjudicate the notified claims falling which the claims of the contractor shall be deemed to have been considered absolutely barred and waived.

- iv. Except where the decision has become final, binding and conclusive in terms of the contract, all disputes or differences arising out of the notified claims of the contractor as aforesaid and all claims of the Bank shall be referred for adjudication through arbitration by the Sole Arbitrator appointed by the Chief General Manager at LHO /Dy. Managing Director & Corporate Development Officer at CC/CCEs. It will also be no objection to any such appointment that the Arbitrator so appointed is a technically competent person not below the rank of Superintending Engineer or equivalent position in Public Sector Banks / CPSEs, CPWD, LIC, RBI etc. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid by the said Chief General Manager/ Dy. Managing Director (HR) & Corporate Development Officer. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.
- v. It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each dispute along with the notice for appointment of arbitrator.
- vi. It is also a term of this contract that no person other than a person appointed by such Chief General Manager as aforesaid should act as arbitrator.
- vii. The conciliation and arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996 or any or any accordance modification or reenactment thereof and the rules made there under.
- viii. It is also a term of the contract that if any fees are payable to the Arbitrator these shall be paid equally by both the parties. However, no fees will be payable to the arbitrator if he is a SBI Officer.
- ix. It is also a term of the contract that the Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any of the arbitrators 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.

**x. Jurisdiction:**

Only the court situated at New Delhi having the jurisdiction over all the disputes arising out of this tender and not elsewhere.

**7.58 Water supply:**

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

- i) That the water used by the contractor shall be fit for construction purposes to the satisfaction of the Architect /consultant's.
- ii) The contractor shall make alternative arrangements for the supply of water if the arrangement made by the contractor for procurement of water in the opinion of the Architect / consultant is unsatisfactory.

The contractor shall construct temporary well / tube well in SBI Pvt. Ltd land for taking water for construction purposes only after obtaining permission in writing from the SBI The contractor has to make his own arrangements for drawing and distributing the water at his

own cost. He has to make necessary arrangements to avoid any accidents or damages caused due to construction and subsequent maintenance of the wells. He has to obtain necessary approvals from local authorities, if required, at his own cost. He shall restore the ground to its original condition after wells are dismantled on completion of work or hand over the well to the SBI without any compensation as directed by the architect /consultant.

**7.59 Power supply:**

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

**7.60 Treasure trove etc.**

Should any treasure, fossils, minerals, or works of art of antiquarian interest be found during excavation or while carrying out works, the same shall be the property of SBI/ employer. The Contractor shall give immediate notice to the Architect of any such discovery and shall hand over any such treasure to SBI / employer immediately.

**7.61 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 Bank taken in consultation with the Architect shall be final and binding to the contractor.

**7.62 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

**7.63 PRICE VARIATION ADJUSTMENT (PVA) FOR ALL MATERIALS (INCLUDING CEMENT & STEEL) & LABOUR (Applicable only for completion period beyond 12 months)**

In partial modification of the provisions made elsewhere in this contract regarding rate quoted being not subject to any variations, price adjustments to the value of work payable to the Contractor at tendered rates shall be made towards variations in the prices of materials and labour in the manner specified hereunder:-

If, after written order to commence the work and during the operative period of this contract including any authorized extensions of the original stipulated completion period:-

(a) There be any variation in the Consumer Price Index- General Index- for industrial workers (Base 1982=100) (source – data published from time to time Indian Labour Journal by the Labour Bureau, Government of India);

OR

(b) There be any variation in the All India Wholesale Price Index for all commodities (Base 1993-94=100) (as published from time to time in the RBI Bulletin based on the date issued by the Office of the Economic Advisor to the Government of India);

Price Variation Adjustment (PVA) towards (1) Labour Component and (2) Material Component shall be calculated in accordance with the formula A and B respectively, given below, subject to stipulations herein under mentioned:-

**FORMULA (A) FOR LABOUR:**

$$VL = 0.85P \times \frac{K1 \times (C1 - C0)}{100 \times C0}$$

**FORMULA (B) FOR MATERIALS:**

$$VM = 0.85 \times \frac{(P-Y) \times K2 \times (I1 - I0)}{100 \times I0}$$

Where-

VL = Amount of Price Variation Adjustment

Increase or decrease in rupees due to labour component

VM = Amount of Price Variation Adjustment

Increase or decrease in rupees on account of materials component

NOTE: Bill period (noted hereunder) signifies the period of actual execution and not date of measurement or preparation of bill.

P = Cost of work done during the period under consideration (bill period) excluding advances on materials and/or adjustments thereof.

Y = Cost of any other materials supplied/ arranged by the Bank at fixed price during the period under consideration (bill period)

K1 = Percentage of labour component calculated as indicated in Note (1) below

K2 = Percentage of materials component as indicated in Note (2) below.

C0 = Consumer Price Index – General Index Number for industrial workers (Base 1982 = 100) referred to at (a) above, ruling on the last due date of receipt of tenders, and as applicable to the centre, nearest to the place of work, for which the index is published)

C1 = Average of above mentioned Consumer Price Index number during the period under consideration (bill period)

I0 = All India Wholesale Price Index number for all commodities referred to at (b) above, ruling on the last date for receipt of tenders and as applicable to the centre, nearest to the place of work for which the index is published.

I1 = Average of above mentioned monthly all India Wholesale Price Index numbers during the period under consideration (bill period)

NOTE (1) : K1 shall be taken as under:-

<b><u>Component of work</u></b>	<b><u>K 1</u></b>
a) Civil work including ancillary works and external work and RCC / tanks, septic tanks, etc. if any of sanitary and plumbing work	30
b) Sanitary and plumbing works including fittings and fixtures (internal work only)	20
c) Electrical installations work including fittings and fixtures (external and internal works)	20

NOTE (2) : K2 shall be taken as under:-

<b><u>Component of work</u></b>	<b><u>K 2</u></b>
a) Civil work including ancillary works as detailed under Note (1) (a) above	70
b) Sanitary and plumbing works including fittings and fixtures as detailed under Note (1) (b) above	80
c) Electrical installations work including fittings and fixtures as detailed under Note (1) (c) above	80

**Stipulations:**

(i) PVA Clause is operative either way i.e. if the variations in above referred price indices are on the plus side. PVA shall be payable to the contractor and if they are on the negative side PVA shall be recoverable from the contractor for the respective bill period of occurrence of fluctuations.

(ii) The rates quoted by the Contractor shall be treated as firm for the value of work required to be done in the first 12 months of the contract period from the date of written order to commence work and no PVA is admissible on the same on any grounds whatsoever. The value of work required to be done during the first 12 months of the contract period shall be taken as 80% of the value of work to be done on pro-rata basis in 12 months as compared to the total stipulated completion period. No PVA is admissible on the value of work required to be done in first 12 months as worked out above, even if this value of work is actually done in a period longer than 12 months. However, in case of any delay in the first 12 months due to genuine reasons which are not attributable to the contractor and which are beyond his control, such period of delay will be deducted from 12 months, and the value of work to be done will be 80% of the pro-rata value of work to be done in such reduced period on pro-rata basis.

(iii) (a) For works where the original stipulated period of completion is not more than 12 months, no PVA whatsoever is permissible under this clause. However, if the period of completion is delayed beyond 12 months on account of genuine reasons which are not attributable to the contractor and which are beyond his control, PVA will be admissible on the value of work done only in excess of value of work required to be done on a prorata basis in the first 12 months minus the period of such genuine delay.

(b) For purpose of admissibility of PVA all the cumulative period of extensions granted for reasons which are solely attributable to the contractor is excluded from the total extended period of the contracts and PVA shall not be admissible on the value of work done during such period of extensions, which are granted for keeping the contract current, but only due to reasons for which the contractor was solely responsible. Periods of extensions granted on account of genuine reasons which are not attributable to the contractor and which are beyond his control will however, be included in the period for which PVA is admissible.

(c) Notwithstanding anything to the contrary mentioned in any other clause/ clauses of the contract, extensions of the contract period shall be granted by the Architect only with prior approval of the Bank. Extensions granted by the Architect without Bank's prior approval shall not bind the Bank for payment of PVA for work done in the concerned period of extensions.

(iv) (a) Where the total cost of work done beyond the value of work required to be done in the first 12 months (vide note (ii) and (iii) above) does not exceed Rs.50 lacs the total amount of PVA worked out on the basis of provisions of foregoing stipulations will be limited to an upper ceiling of 10% of such value of work done in excess of value of work required to be done in the first 12 months, minus the cost of any materials issued/arranged by the Bank at fixed prices i.e.  $P - Y$  (these terms being as per definitions given formulae A and B above).

(b) Where the total value of work done beyond the value of work required to be done in the first 12 months exceeds Rs.50 lacs, the PVA on the first Rs.50 lacs will be calculated as

provided for in the foregoing para and for the balance value of work done for which PVA is admissible subject to foregoing conditions, the PVA will have the upper ceiling of 10% but it will be worked out at a lower rate i.e. 80% of the amount worked out as per the formulae A and B referred to earlier.

(v) In working out the amount of PVA as per all the foregoing stipulations, value of such extra items or such portions of extra items the rates of which are derived from the prevailing market rates of materials and labour will not be included in the value of work done . Value of only such extra items or such portions of extra items, rats of which are derived entirely from tendered rates will be included in the value of work on which PVA as calculated.

(vi) For claiming the payment for PVA the contractor shall keep such books of accounts and other documents, vouchers receipts etc. as may be required by the Bank/Architect, for verification of the increased claims or reduction to be made as the case may be and he shall also allow Engineers and/or other duly authorized representatives of the Bank/Architects and furnish such information as may be required or called for to enable verification of the claim within a week of such request.

(vii) The contractor is required to submit to the Bank, through the Architect, his claims for PVA separately for each running Bill for the individual bill periods for the work paid to him by the Bank. He will also be required to submit detailed calculations in support of the claims.

(viii) No claim will be entertained from the contractor for interest or any other grounds for non-payment or for any delay in payment of PVA due to late publication or non-availability of the necessary price indices or due to delay in preparation of the Running or Final Bills.

(ix) In view of adjustments for variations in process of materials and labour which have been covered in this clause no other adjustments for any reason whatsoever like statutory measures, taxes, levies, etc. will be allowed.

#### **7.64 Materials Having Basic Price**

If the basic rate of any material actually used for the work is more or less than the basic rate given in schedule of quantities, in that case differential rate will be 1.15 times of actual rate without GST minus Basic rate in the tender. Actual rate without GST shall be taken from the GST invoice produced by the contractor subject to be found in order as per the then prevailing market rates by the Architect & the Bank.

The differential rate shall be applicable for the actual quantity executed & measured for that item of work. The differential amount thus calculated shall be either plus or minus and shall be paid or recovered from the contractor. GST shall be paid on this amount.

It shall be mandatory to obtain approval of quantity / rate for the PMC / Bank before purchase of any material.

#### **7.65 Force Majeure:**

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 war, hostilities revolution, riots, civil commotion, strikes, lockout, conflagrations, epidemics, accidents, fire, storms, floods, droughts, earthquakes or ordinances or any act of god or for any other cause beyond the reasonable control of the party affected or prevented or delayed. However, a notice is required to be given within 30 days from the happening of the event with complete details, to the other party to the contract ,if it is not possible to serve a notice, within the shortest possible period without delay.

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.

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

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

**7.66 Water power and other facilities:**

The rate quoted by the contractor shall include all expenses that are required for providing all the water required for the work and the contractor shall make his own arrangements for the supply of good quality water suitable for the construction and good quality drinking water for their workers. If necessary the contractor has to sink a tube well/open well and bring water by means of tankers at his own cost for the purpose. The SBI will not be liable to pay any charges in connection with the above.

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

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.

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

**7.67 Facilities for contractor's employees:**

The contractor shall make his own arrangement for the housing and welfare of his staff and workmen including adequate drinking water facilities. The contractor shall also make the arrangements at his own cost for transport where necessary for his staff and workmen to and from site of work at his own cost.

**7.68 Lighting of works:**

The contractor shall at all times provide adequate and approved lighting as required for the proper execution and supervision and inspection of work.

**7.69 Firefighting arrangements:**

The contractor shall provide suitable arrangement for firefighting at his own cost. This purpose he shall provide requisite number of fire extinguishers and adequate number of buckets, some of which are to be always kept filled with sand and some with water. These equipment shall be provided at suitable prominent and easily accessible place and shall be properly maintained.

Any deficiency in the fire safety or unsafe conditions shall be corrected by the contractor at his own cost and, to the approval of the relevant authorities. The contractor make the following arrangements at his own cost but not limited the following:

- a) Proper handling, storage and disposal of combustible materials and waste.
- b) Work operations which can create fire hazards.
- c) Access for fire-fighting equipment.
- d) Type, number and location of containers for the removal of surplus materials and rubbish.



- e) Type, size, number and location of fire extinguishers or other fire fighting equipment.
- f) General housekeeping.

#### **7.70 Site order book:**

A site order book shall be maintained at site for the purpose of quick communication between the Architect / Consultant. Any communication relating to the work may be conveyed through records in the site order book. Such a communication from one party to the other shall be deemed to have been adequately served in terms of contract. Each site order book shall have machine numbered pages in triplicate and shall be carefully maintained and preserved by the contractor and shall be made available to the architect

/consultant as and when demanded- Any instruction which the architect/consultant may like to issue to the contractor or the contractor may like to bring to the architect / consultant two copies of such instructions shall be taken from the site order book and one copy will be handed over to the party against proper acknowledgment and the second copy will be retained for their record.

#### **7.71 Temporary fencing/barricading:**

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

#### **7.72 Site meetings:**

Progress and quality evaluation meetings will be held at the site / online via video conferencing every week or as demanded by Engineer in Charge / Bank / PMC. The Contractors' authorised senior representative-in-charge of the project along with his authorised site-in-charge and other authorised staff as required participating in these meetings and ensuring all follow up actions.

#### **7.73 Disposal of refuse:**

The contractor shall cart away all debris, refuse etc. arising from the work from the site and deposit the same as directed by the architect / consultant at his own cost. It is the responsibility of the contractor to obtain from the local authorities concerned to the effect that all rubbish arising out of contractor's activities at the construction site or any other off-site activities borrow pits has been properly disposed off.

#### **7.74 Contractor to verify site measurement:**

a) The Contractor shall check and verify all site measurements whenever requested by other specialists, Contractors or by nominated or other sub-Contractor to enable them to prepare their own shop drawings and pass on the information with sufficient promptness as will not in any way delay the works. A copy of all such information passed on shall be given to the Project Management Consultant.

b) Measurement to be recorded before work is covered up:

The Contractor shall take joint measurements with the PMC's/ Architect's representative before covering up or otherwise placing beyond the reach of measurement any item of work. Should the Contractor neglect to do so, the same will be uncovered at the Contractor's expense or in default thereof, no payment or allowance shall be made for such work or the materials with which the same was executed. No claim for interim bill payment will be entertained unless the bill is accompanied with detailed measurements.

c) The Contractor shall check and verify all site measurements whenever requested by other specialists, Contractors or by nominated or other sub-Contractor to enable them to prepare their own shop drawings and pass on the information with sufficient promptness as will not in any way delay the works. A copy of all such information passed on shall be given to the Project Management Consultant.

d) Measurement to be recorded before work is covered up:

The Contractor shall take joint measurements with the PMC's/ Architect's representative before covering up or otherwise placing beyond the reach of measurement any item of work. Should the Contractor neglect to do so, the same will be uncovered at the Contractor's expense or in default thereof, no payment or allowance shall be made for such work or the materials with which the same was executed. No claim for interim bill payment will be entertained unless the bill is accompanied with detailed measurements.

e) Typographic or clerical errors

The Architect's clarifications regarding partially omitted particulars or typographical or clerical errors shall be final and binding on the Contractor.

**7.75 Displaying the name of the work:**

The contractor shall put up a name board of suitable size as directed by the architect/consultant indicating there in the name of the project and other details as given by the architect/consultant at his own cost and remove the same on completion of work.

**7.76 As built drawings:**

For the drawings issued to the contractor by the Architect / Consultant. The architect Consultant will issue two sets of drawings to the Contractor for the items for some changes have been made. From the approved drawings as instructed by the SBI / Architect / Consultant. The contractor will make the changes made on these copies and return these copies to the architect / Consultant for their approval. In cases revision is required or the corrections are not properly marked the architect/Consultant will point out the discrepancies to the contractor. The contractor will have to incorporate these corrections and / or attend to discrepancies either on copies as directed by the architect / consultant and resubmit to him for approval. The architect / consultant will return one copy duly approved by him.

For the drawings prepared by the contractor:

The contractor will modify the drawing prepared by him wherever the changes made by the SBI / architect / consultant. And submit two copies of such modified drawings to the architect/consultant for approval. The architect / consultant will return one copy of the approved drawing to the contractor.

**7.77 Approved makes:**

The contractor shall provide all materials from the list of approved makes at his own cost and also appoint the specialized agency for the waterproofing, anti-termite treatment, aluminum doors and windows and any other item as specified in the tender. The Bank in consultation with architect/PMC may approve any make / agency within the approved list as given in the tender after inspection of the sample/mockup. The tender price quoted shall cover for this aspect. Only when it is not possible to use any of the approved makes, either due to non-availability or due to technical reasons and the Contractor shall propose alternative materials and if found suitable these shall be approved by the Employer/ Architect for construction.

**7.78 Procurement of materials:**

The contractor shall make his own arrangements to procure all the required materials for the work. All wastages and losses in weight shall be to the contractors account

**7.79 Excise duty, taxes, levies etc.:**

The contractor shall pay and be responsible for payment of all taxes, duties, levies, royalties, fees, cess or charges in respect of the works including but not limited to sales tax, tax on works contract excise duty, and Octroi, payable in respect of materials, equipment plant and other things required for the contract. All of the aforesaid taxes, duties, levies, fees and charges shall be to the contractor's account and the SBI Shall not be required to pay any additional or extra amount on this account. Variation of taxes, duties, fees, levies etc. if any, till completion of work shall be deemed to be included in the quoted rates and no extra amount on this account. Variation of taxes, duties, fees, levies etc. if any, till completion of work shall be deemed to be included in the quoted rates and no extra claim on this account will in any case be entertained. If a new tax or duty or levy or cess or royalty or Octroi is

imposed under as statutory law during the currency of contract the same shall be borne by the contractor. However, GST will be paid extra.

#### **7.80 Acceptance of tender:**

The SBI shall have the right to reject any or all tenders without assigning any reason. They are not to bind to accept the lowest or any tender and the tenderer or tenderers shall have no right to question the acts of the SBI. However adequate transparency would be maintained by the SBI

#### **7.81 Photographs:**

The Contractor shall at his own expense supply to the Architects with duplicate hard copies of large photographs not less than 25 cm. x 20 cm. (10" x 8") of the works, taken from two approved portions of each building, at intervals of not more than one months during the progress of the work or at every important stage of construction.

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

#### **7.82 Local Laws, Acts, Regulations**

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

- (i) Minimum Wages Act, 1948 (Amended)
- (ii) Payment of Wages Act 1936 (Amended)
- (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)
- (vi) Industrial Employment (Standing Order) Act 1946 (Amended)
- (vii) 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.

#### **7.83 Safety Codes:**

##### **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 ¼ to 1 (¼ horizontal and 1 vertical).

5. Scaffolding or staging more than 3.5 meters above the ground or floors, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached, bolted, braced and otherwise secured at least 1 Meter high above the floor or platform 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 up to 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 equipments. For electrical on line works gloves, rubber mats, and rubber shoes shall be used.

10. All trenches 1.2 Meters or more in depth shall at all times be supplied with atleast 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 overloaded 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 is injurious to the eyes shall be provided with protective goggles.

g) Those engaged in welding works shall be provided with Welder's protective eyeshields.

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, sleeves, and boots as may be necessary should be provided. The workers should not wear any rings, watches and carry keys or other materials, which are good conductors of electricity.

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

#### **7.83 Discrepancy in Various Documents:**

The Contractor shall provide everything necessary for the proper execution of the works according to the true intent of and meaning of the Drawings, Specifications etc. taken together whether the same may or may not be particularly shown or described therein, provided that the same can be inferred there from. If the Contractor finds any discrepancy in the Drawings or between the drawings, specifications etc., he shall immediately refer the same in writing to the Architect who shall decide which shall be followed, and his decision shall be final and binding on all parties.

#### **7.84 Authorities, Notices, Patent Rights & Royalties:-**

The Contractor shall conform to the provisions of the statutes relating to the works and to the Regulations and Bye Laws of any Local Authority and of any Water, Lighting or other Companies or Authorities with whose systems the Structure is proposed to be connected and shall before making any variation from the Drawings and Specifications that may be necessitated by so conforming, give to the Architect written notice, specifying the variations proposed to be made and the reason for making it, and apply for instructions thereon.

The Contractor shall bring to the attention of the Architect, all notices required by the said Acts, Regulations or bye laws to give to any authority and pay to such authority or to any public offices, all fees that may be properly chargeable, in respect of the works and lodge the receipts with the Architect/ Employer through PMC.

The Contractor shall indemnify the Employer against all claims in respect of patent rights, design, trademarks or name or other protected rights in respect of any constructional plant machine, work or material used for or in connection with the works or temporary works from and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. The Contractor shall defend all actions arising from such claims and shall himself pay all royalties, license fees, damages, costs and charges of all and every part that may be legally incurred in respect thereof.

#### **7.85 General Obligations:**

##### **Contractor's General Responsibilities**

a) The Contractor shall be subject to the provisions of the Contract and with due care and diligence, execute and maintain the works and provide all labour including the supervision thereof, new material, Constructional Plant and all other things whether of a temporary or permanent nature, required in and for such execution and maintenance so far as the necessity for providing the same is specified in or is reasonably to be inferred from the Contract.

b) The Contractor shall take full responsibility for the adequacy, stability and safety of all site operations and methods of construction, provided that the Contractor shall not be responsible except as may be expressly provided in the Contract for the design or specification of the Permanent Works or for the design or specification of any Temporary works prepared by the Architect.

##### **Inspection of Site:**

a) The Contractor shall inspect and examine the site and its surroundings and information available in connection therewith and shall satisfy himself so far as is practicable before submitting his tender as to the form and nature of the ground, including the subsurface conditions, the hydrological and estimate conditions, the extent and nature of work and materials necessary for the completion of the works, the means of access to the site and accommodation he may require and in general shall himself obtain all necessary information subject as above mentioned, as to risks, contingencies and all other circumstances which may influence or affect his Tender.

##### **b) Nature of Ground:-**

The Employer does not guarantee or warranty in any way that the material to be found in the excavations will be similar in nature to that of any samples, which may have been exhibited or indicated on the drawings or in any other Contract Documents, or to material obtained from borings or trial holes.

The Contractor shall be deemed to have made local and independent enquiries as to and shall take the whole risk of the nature of the ground subsoil or material to be excavated or penetrated and the Contractor shall not be entitled to receive any extra payment nor to resale from the Contract nor to be relieved from any of his obligations there under by reason of the nature of such ground subsoil of material being other than that indicated on the Drawings or

in any other Contract Documents or by any sample exhibited or deducted from the information provided by borings or trial holes.

**Sufficiency of Tender:**

a) The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices stated in Schedule of Quantities/ Scope of work and/ or the Schedule of Rates and Prices, which rates and prices shall cover all his obligations under the Contract, and all matters and things necessary for the completion of the works.

**b) Contractor not Entitled to Extra Payment**

Except as otherwise as specifically provided in the Contract, the Contractor shall not be entitled to any extra payment nor to resale from the Contract nor to be relieved from any of his obligation for reasons of his misunderstanding, or his failure to obtain correct information or his inability to foresee any matter which may affect the execution or maintenance of the works.

**Contractor's Employees:**

a) The Contractor shall provide and employ on the site skilled and experienced technical assistants, foremen and leading hands to give proper supervision and such skilled, semi-skilled and unskilled labour for the proper and timely execution and maintenance of the works.

b) The Contractor shall be required to remove forthwith from the works any person employed by the Contractor in or about the execution or maintenance of the works who in the opinion of the Architect/ PMC/ Employer misconducts himself or incompetent or negligent and thus considered to be undesirable and shall be replaced as soon as possible by a competent substitute approved by the Architect/ PMC/ Employer.

**Bore Holes and Exploratory Excavation:**

If the Architect shall require the Contractor to make bore holes or to carry out exploratory excavation such requirement shall be an addition ordered under the provision of clause 7.49-(EXTRA ITEM) hereof and such anticipated works shall have been included in the scope of work.

**Security and maintenance of Premises Lighting:**

The Contractor shall in connection with the works provide and maintain at his own cost all lights/ guards facing and watching when and where necessary or required by the Architect or his representative or by any duly constituted authority for the protection of the works or for the safety and convenience of the public or others.

**Care of Works:**

From the commencement to the completion of the works, the Contractor shall take full responsibility for the care thereof and of all temporary works, and in case any damage, loss or injury shall happen to the works or to any part thereof or to any temporary works from any cause whatsoever, save and except risks as defined in sub-clause (b). In this clause, shall at his own cost, repair and make good the same, so that at completion, the permanent works shall be in good order and condition and in conformity in every respect with the requirements of the contract and the Architect's instructions. In the event of any such damage, loss or injury happening from any of the excepted risks, the Contractor shall, if and to the extent required by the Architect and subject always to the provision of Clause mentioned elsewhere in the conditions hereof, repair and make good the same as aforesaid at the cost of the Employer. The Contractor shall also be liable for any damage to the works occasioned by him in the course of any operations carried out by him for the purpose of complying with his obligations under Clause 40 and 41 thereof.

**b) Excepted Risks:**

The "Excepted Risks" are Force majeure, exceptionally inclemency weather, fire, earthquake, civil commotion, riot, lockout, strike, war, hostilities (whether war be declared or

not), invasion act of foreign enemies, rebellion, revolution in correction or military or usurped power civil war or a cause solely due to or use or occupation by the Employer of any portion of the works in respect of which a Certificate of Completion has been issued all of which are herein collectively referred to as "Excepted Risks".

#### **Giving of Notices and Payment of Fees**

The Contractor shall give all notices and pay all fees required to be given or paid by any National or State Statute Ordinance or other Law or any Regulation or Bye-Law of any local or other duly constituted authority in relation to the execution of the works or of any temporary works and by the rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the works. Contractor shall obtain and submit final Fire NOC and the final Occupation Certificate for the building from all the other relevant authorities and shall laise to obtain the same, for which nothing extra shall be payable to the contractor for the same. The Official Fee shall however be reimbursed by the bank to the contractor.

#### **Returns of Labour etc.**

The Contractor shall furnish all such information regarding the supervisory staff, the numbers of the several classes of labour from time to time employed on the site, constructional plant etc. as the PMC may require.

#### **Examination of Work Before Covering Up:**

No work shall be covered up or put out of view without the approval of the Architect/ PMC and the Contractor shall afford full opportunity for the Architect/ PMC to examine and measure any work which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon. The Contractor shall give due notice to the Architect/ PMC whenever any such work or foundations is or are ready or about to be ready for examination and the PMC/ Architect shall without unreasonable delay unless he considers it necessary and advises the Contractor accordingly attend for the purpose of examining and measuring such work or of examining such foundations.

#### **b) Uncovering and Making Openings:**

If the Contractor puts any part of the foundations or covers up or puts out of view before he has notified the Architect/ PMC and received instructions, he shall be liable to reinstate all work that may subsequently be, at any time, damaged on account of any defect in or insufficiency of the foundation. The Contractor shall at the request of the Architect, open up for inspection any work, and should the Contractor refuse or neglect to comply with such requests, the Employer through the Architect, may employ other agency to open up the same. If the said work has been covered up in contravention of the Architect's instructions, or if on being opened up, if he found not in accordance with the drawings and the specifications or the instructions of the Architect, the expenses of opening it again, whether done by the Contractor, or such other agency, shall be borne by the Contractor, and shall be recoverable from him by the Employer or may be deducted by the Employer from any amount due or which may become due to the Contractor. If the work has not been covered in contravention of such instructions and found to be in accordance with the said drawings and specifications or instructions than the expenses aforesaid shall be borne by the Employer and be added to the contract sum; provided always that in the case of foundation or any other urgent work so open up and required immediate attention, the Architect shall within 7 (seven) days after receipt of written notice from the Contractor that the work has been opened make or cause the inspection thereof to be made at the expiration of such time, if such inspection shall not have been made. The Contractor may cover up the same and shall not be required to open it up again except at the expenses of the Employer.

#### **Removal of Improper Work and Materials:**

The PMC/ Architect shall during the progress of the works have power to order in writing from time to time:

- i) The substitution of proper and suitable material and,



ii) The removal and proper re-execution notwithstanding any previous test thereof or interim payment therefore of any work which in respect of materials or workmanship is not in accordance with the contract in the opinion of the Architect/ PMC.

**Default of Contractor in Compliance:**

In case of default on the part of the Contractor in carrying out such order the Employer shall be entitled to employ and pay other agency to carry out the same and all expenses consequent thereon or incidental thereto shall be borne by the Contractor and shall be recoverable from him by the Employer or may be deducted by the Employer from any amount due or which may become due to the Contractor.

**Possession of Site:**

a) Save in so far as the contract may prescribe and with the Employer's written order to commence the works, the Contractor shall be given possession of the whole of the site or part by part progressively enabling him to commence and proceed with the execution of the works in accordance with the programme. If the Contractor suffers delay on account of the Employer's failure to give possession of site in accordance with the terms of this clause, necessary extension of time (without any financial implications) shall be granted by the Employer for the completion of the entire works, on recommendations of Architect/ PMC.

b) The Contractor shall bear all costs and charges for special or temporary way leaves required by him in connection with access to the site. The Contractor shall also provide at his own cost any additional accommodation outside the site required by him for the purposes of the works.

**Time for Completion**

Subject to any requirement in the contract as to completion of any section of the works before completion of the whole, the whole of the works shall be completed within 18 (Eighteen) months including monsoon season the time stated in the contract calculated from the date of the Employer's written order to commence the works or such extended time as may be allowed or approved by the Bank.

**7.86 Certificate of Completion of Works:**

a) When the whole of the works have been substantially completed and have satisfactorily passed any final test that may be prescribed by the contract, the Contractor may give a notice to the effect to the Project Management Consultant accompanied by an undertaking to finalize any outstanding work during the period of maintenance. Such notice and undertaking shall be in writing and shall be deemed to be a request by the Contractor for the Project Management Consultant to issue a Certificate of Completion in respect of the works. The Architect, shall within 28 (twenty eight) days of the date of delivery of such notice either issue to the Contractor, with a copy to the Employer, a Certificate of Completion stating the date on which, in his opinion, the works were substantially/ virtually completed in accordance with the contract or give instructions in writing to the Contractor specifying all the work which, in the Project Management Consultant's opinion, requires to be done by the Contractor before the issue of such Certificate. The Architect/ PMC shall also notify the Contractor of any defects in the works affecting substantial completion that may appear after instructions and before completion of the works specified therein. The Contractor shall be entitled to receive such certificate of completion within 28 (twenty-eight) days of completion to the satisfaction of the Architect/ PMC of the works so specified and making good any defects so notified.

**7.87 Defects:**

**a) Definition of "Defects Liability Period:**

In these conditions, the expression "Period of Defects Liability" shall mean the period of Defects Liability named in the Tender, calculated from the date of completion of the Works, certified by the Architect/ PMC and mentioned elsewhere in the tender, or in the event of more than one certificate having been issued by the Project Management Consultant under the said Clause from the respective dates so-certified. In general, the Defects Liability Period

shall be one year after the virtual completion of the works (except as specified elsewhere in the tender document)

**b) Defects:**

The Contractor shall make good at his own cost and to the satisfaction of the PMC/ Architect, all defects, shrinkage, settlement, or other faults and all damages, loss and expenses consequent thereon or incidental thereto, and such damage, loss and expenses shall be recoverable from him by the Employer or may be deducted by the Employer upon the PMC/ Architect's Certificate in writing from any money due or that become due to the Contractor.

**c) Entry to the Premises for Attending Defects:**

The premises shall have/ remain in exclusive physical possession of the Employer and the Contractor is given only a temporary permission to enter the said premises with his workman, agents for attending the defects, during the defects liability period. If the Contractor or his workman whether negligently or otherwise causes any damage or loss to the property, fixtures of the Employer lying in the premises, the Contractor shall be bound to reimburse such loss to the Employer. The Employer always is entitled to deduct any amount of sum loss from the amounts payable to the Contractor.

**d) Execution of Work of Repairs.**

To the intent that the Works shall at or as soon as practicable after the expiration of the Defects Liability Period be delivered to the Employer in the condition required by the Contractor, fair wear and tear excepted, to the satisfaction of the Architect/ PMC, as that in which they were at the commencement of the defects liability period, the Contractor shall finish the Work, if any, outstanding at the date of completion, as certified, as soon as practicable after such date and shall execute all such work of repair, amendment, reconstruction, rectification and making good defects, imperfections, shrinkages or other faults as may be required of the Contractor in writing by the Architect/ PMC during the defects liability period within 14 (fourteen) days after its expiration, as a result of an inspection made by Architect/ Employer/ PMC prior to its expiration.

**e) Cost of Execution of Work of Repairs.**

All such work shall be carried out by the Contractor at his own expenses if the necessity thereof shall, in the opinion of the Architect/ PMC, be due to the use of materials or workmanship not in accordance with the contract or to neglect or failure on the part of the Contractor to comply with any obligation, expressed or implied, on the Contractor's part under the Contract. If, in the opinion of the Architect/ PMC/ Employer, such necessity shall be due to any other cause, the value of such work shall be ascertained and paid for as if it were additional work.

**f) Remedy on Contractor's Failure to Carry Out Work Required:**

If the Contractor shall fail to do any such work as aforesaid required by the Architect/ PMC, the Employer shall be entitled to employ and pay other persons to carry out the same and if such works which is in the opinion of the Architect/ PMC, the Contractor was liable to do at his own expense under the Contract, then all expenses consequent thereon or incidental thereto shall be recoverable from the Contractor by the Employer or may be deducted by the Employer from any money due or which may become due to the Contractor.

**7.88 Alterations, Additions and Omissions:**

a) The term "Variation" as used under this clause means the alteration or modification of the design, quality or quantity of work as shown upon the drawings, scope of works, specification or included in the priced schedule of quantities and desired by or referred to in the schedule of quantities and includes the addition, omission or substitution of any work, the alteration of the kind of standard or any of the materials or goods to be used in the work, and removal from the site of any works materials or goods executed or brought thereon by the Contractor for the purpose of work other than work materials or goods which are not in accordance with this contract. The Architect/ Employer shall have power to order the Contractor to do any of the following:

i) Increase or decrease the quantity of any work included in the contract.

- ii) Omit any such work.
- iii) Change the character or quality or kind of any such work.
- iv) Change the levels, lines, position and dimensions of any part of the Works and
- v) Execute additional work of any kind necessary for the completion of the works and no such variation shall in any way validate or invalidate the contract, but the value, if any, of all such variations shall be taken into account in ascertaining the amount of the Contract Price.

**b) Orders for Variation to be in Writing:**

The Contractor shall make no such variations without an order in writing of the Architect/ Employer. Provided that no order in writing shall be required for increase or decrease in the quantity of any work where such increase or decrease is not the result of an order given under this Clause, but is the result of the quantities exceeding or being less than those stated in the scope of works.

**7.89 Extra Item of Work:**

a) Work or material of nature not included under the Schedule of items which has to be executed as per instruction of Architect / SBI shall be considered as an extra item. When alterations/ additions or omissions made to any work or material shall be such that the cost of the resulting work cannot be estimated according to the tendered items the same shall also be considered extra item. The Contractor shall carry out the extra items as only after written communication approval by the Architect/ Employer through PMC. However, extra charges or claims in respect of any work will not be allowed unless the works they relate are clearly outside the spirit and meaning of the tender item/ specifications and such works are ordered by the Architect/ Employer through PMC and claimed for specified manner before the particular work is actually commenced.

In case of any class of work for which there is no such specification in technical specifications in the Part-B, such work shall be carried out in accordance with the CPWD specifications and in the event of there being no CPWD specifications, then in such case, the work shall be carried out in all respects in accordance with the instructions and requirements of the Bank/ architect.

**b) Prices for Extras, Ascertainment there of:**

The extra item rates shall generally be derived from the quoted/ tender rates of the Contractor for comparable items of similar nature/ scope/ description under Schedule of Quantities of the Tender, making allowance for variations only. However if no comparable items are available in the unit rates and the quantity of work is to be executed can conveniently be derived/ measured; the same shall be arrived at based on the prevailing rates in the original tender. However, where the work is so disjointing the unit rates or the quantity of work done cannot be conveniently be derived/ measured then it will be within the purview of the Architect/ Employer to derive the rates either from Tender item or other extra items or by rate analysis showing clearly the fair market cost of material, cost of labour, plus 15% (fifteen percent) to cover overheads, profit etc. The actual cost shall be determined for the above purpose, as the cost of:-

- i) Materials supplied or used at site on items forming part of completed item of work as determined by the Architect/ PMC by inquiry of the prevailing market rate at the time of procurement.
- ii) Materials (non-consumable) which are used temporarily and not forming a part of the completed item of main work, provided the same are solely meant for the particular and this cost would be determined by the Architect/ PMC by inquiry of prevailing market rate.
- iii) The actual cost of transport if solely transported for the execution of the particular extra work and running charge of equipment if any used for the execution of the particular extra item of work.
- iv) Skilled and unskilled labour charges for the actual strength of labour employed and petty supervision charges as certified by the Architect/ PMC.

Other relevant applicable costs viz. water, electricity, sundries etc as per CPWD / NDMC guidelines may be considered on satisfactory production of documentary evidence to the PMC/ Architect/ Employer.

No escalation shall be entertained on such extra items.

c) **Claims: -**

The Contractor shall send to the Employer's representative/ PMC prior to submission of Interim Bill/ Running Bill giving particulars of all claims for any additional payment to which the Contractor may consider himself entitled and of all extra or additional work ordered by the Architect/ Employer, which he has executed. No final or interim claim for payment for any such work or expense will be considered which has not been included in such particulars. Provided always that the Architect shall be entitled to authorize payment to be made for any such work or expense, notwithstanding the Contractor's failure to comply with this condition, if the Contractor, has at the earliest practicable opportunity, notified the Architect/ PMC/ Employer in writing such claims along with required particulars.

**7.90 Plant Temporary Works and Materials: -**

a) **Plant etc. Exclusive use for the Works: -**

All Constructional Plant, Temporary Works and materials provided by the Contractor shall when brought on to the site immediately be deemed to be exclusively intended for the construction and completion of the Works and be deemed to become the property of the Employer and the Contractor shall not remove the same or any part thereof or moving it from one part of the site to another without the consent in writing of the Employer. But the Employer will permit the Contractor the exclusive use of all such Constructional plant, Temporary works and materials in and for the completion of the works until the happening of any event which gives right to the Employer to exclude the Contractor from the site and proceed with the completion of the works.

b) **Revesting of Plant Etc.:-**

Upon the removal of any such Constructional Plant, Temporary works of materials with consent as aforesaid the same shall be deemed to revest in and become the property of the Contractor and upon completion of the Works the remainder of the said Constructional Plant and Temporary Works and any unused materials provided by the Contractor shall be deemed to revest in and become the property of the Contractor who shall remove the same. If the Contractor fails to remove any of the said Constructional Plant, Temporary Works of unused materials within such reasonable times after the completion of Works as may be allowed by the Architect/ PMC then the Employer may sell the same and shall after deducting from the proceeds the charges and expenses and in connection with such sale pay the balance (if any) to the Contractor.

c) **Employer not Liable for Damage to Plant etc.:-**

The Employer shall not at any time be liable for the loss of or injury to any or the said Constructional Plant, Temporary Works or materials .

**7.91 Approval of Materials.**

The Architect/ PMC/ Employer is at a liberty to reject any materials, if in his opinion they are of sub standard quality or not as per the tender specifications.

**7.92 Method of Measurements: -**

Measurements shall be taken in accordance with the method stipulated in the specification. In case it is not stated the following shall be the method of measurements:

- i) As per Indian Standard method of measurements, SP 27 - Handbook of method of measurement of building works.
- ii) The measurement for certificate of payment shall be as described in mode of payment.
- iii) IS-1200 Latest Revision
- iv) Any other method as recommended by the Architect/PMC

a) **Quantity Surveying:-**

The Contractor will himself undertake the quantity surveying work and submit his bills supported by reconciliation statements as directed. In case he fails to submit his bills in proper order, the Employer reserves for himself the right to employ an expert who will also be employed, if the bills stated by the Contractor show inaccuracies frequently indicating that the Contractor is not capable of taking the required measurements and producing a proper

bill. The Contractor (or the expert) will make the measurements on the basis of the drawings. The billing procedure and formats shall be as approved by the Architect/ PMC.

**7.93 Assignment or Sub-Letting:-**

The Contractor shall not assign or sub-let any portion of the work, except as expressly provided elsewhere in these documents.

**7.94 Remedies and Powers:-**

**a) Default of Contractor:-**

If the Contractor shall become bankrupt, or have a receiving order made against him, or shall present his petition in bankruptcy, or shall agree to carry out the Contract under a committee of inspection of his creditors or, being a corporation, shall go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), if the Contractor shall assign the Contract, without the consent in writing of the Employer first obtained, or shall have an execution levied on his goods, or if the Architect/ PMC shall certify in writing to the Employer that in his opinion the Contractor:-

- i) Has abandoned the Contract, or
- ii) Without reasonable excuse has failed to commence the works or has suspended the progress of the works for 28 (twenty eight) days after receiving from the Architect/ Employer written notice to proceed, or Has failed to remove materials from the site or to pull down and replace work for 28 (twenty eight) days after receiving from the PMC's written notice that the said materials or work had been condemned and rejected by the Architect's under these conditions, or
- iii) Despite previous warnings by the Architect/ PMC/ Employer in writing, is not executing the works in accordance with the Contract, or is persistently or
- iv) Flagrantly neglecting to carry out his obligations under the Contract, or has, to the detriment of good workmanship, or in defiance of the Architect's instructions to the contrary, sub-let any part of the contract then the Employer may, after giving 14 (fourteen days) notice in writing to the Contractor, enter upon the site and the works and expel the Contractor there from without thereby voiding the contract, or releasing the Contractor from any of his obligations or liabilities under the Contract, or affecting the rights and powers conferred on the Employer or the Architect by the Contract, and may himself complete the works or may employ any other Contractor to complete the works. The Employer or such Contractor may use for such completion so much of the Constructional plant, temporary works and materials, which have been deemed to be reserved exclusively for the execution of the works, under the provisions of the contract, as he or they may think proper, and the Employer may, at any time, sell any of the said constructional plant, temporary works and unused materials and apply the proceeds of sale in or towards the satisfaction of any sums due or which may become due to him from the Contractor under the Contract.

**b) Valuation at Date of Forfeiture: -**

The Architect shall, as soon as may be practicable after any such entry and expulsion by the Employer, fix and determine expiate, or after reference to the parties, or after such investigation or enquiries as he may think fit to make or institute, and shall certify that amount, if any, had at the time of such entry and expulsion been reasonably earned by or would reasonably accrue to the Contractor in respect of work then actually done by him under the Contract and the value of any of the said unused or partially used materials, any Contractual Plant and any temporary works.

**c) Payment after Forfeiture: -**

If the Employer shall enter and expel the Contractor under this Clause, he shall not be liable to pay to the Contractor any money on account of the Contract until the expiration of the Defects Liability Period and thereafter until the costs of execution and maintenance, damages for delay in completion, if any, and all other expenses incurred by the Employer

have been ascertained and the amount thereof certified by the PMC/ Architect. The Contractor shall then be entitled to receive only such sum or sums, if any, as the Architect may certify would have been payable to him upon due completion by him after deducting the said amount, if such amount shall exceed the sum which would have been payable to the Contractor on due completion by him, then the Contractor shall, upon demand, pay to the Employer the amount of such excess and it shall be deemed a debt due by the Contractor to the Employer and shall be recoverable accordingly.

**7.95 Urgent Repairs: -**

If, by reason of any accident of failure, or other event occurring or connection with the works, or any part thereof, either during the execution of the works, or during the DLP, any remedial or other work or repair shall in the opinion of the Architect/ PMC, be urgently necessary for the safety of the works and the Contractor is unable or unwilling at once to do such work or repair, the Employer may employ and pay other persons to carry out such work or repair as the PMC/ Architect may consider necessary. If the work of repair so done by the Employer is the work which in the opinion of the Architect/ PMC, the Contractor was liable to do at his own expense under the Contract, all expenses incurred by the Employer in so doing shall be recoverable from the Contractor by the Employer, or may be deducted by the Employer from any amount due or which may become due to the Contractor. Provided always that the Architect/ PMC as the case may be, shall as soon after the occurrence of any such emergency as may be reasonably practicable notify the Contractor thereof in writing.

**7.96 Matters to be finally determined by the Architect:-**

The Architect's decision, opinion, direction certificate (except for payment) with respect to all or any of the matters under Clauses hereof (which matters are hereinafter referred to as excepted matter) shall be only on PMC's scrutiny and recommendations to the Bank and shall be final and conclusive and binding on the parties hereto and shall be without appeal:-

Clause 7.7 - Architect's interpretation of drawings and further drawings and instructions.

Clause 7.16 - Work to the satisfaction of the Architect.

Clause 7.28 - Quality of material and workmanship and tests.

Clause 7.31(a) - Removal of improper work and materials.

Clause 7.53 - Variations

Any other decision, opinion, direction, certificate or valuation of the Architect to give any of the same shall be subject to the right of arbitration.

**7.97 Dimensions and Levels**

All dimensions and levels shown on the Drawings shall be verified by the Contractor on the site and he will be held responsible for the accuracy and maintenance of all dimensions and levels. If any discrepancy is observed the same shall be brought to the knowledge of Architect/ Employer/ PMC immediately.

**7.98 Notice of Operation:**

a) The Contractor shall not carry out important operation without the consent in writing of the Architect/ Project Management Consultant.

b) If it is found that the two or more persons who are connected with one another either financially or as principal and agent or master and servant have tendered separately under different names, for the same work without disclosing their relation, the tender will be cancelled. Any contract if entered into, under such conditions, will also be cancelled at any time during its currency and earnest money will be forfeited.

**7.99 Assistance for Employer/ Architect/ Project Management Consultant:**

The Contractor shall provide for the Employer/ Architect/ PMC at all times during the Contract including Defects Liability Period, all such men as he may require to assist him in carrying out or checking any measurements, levels, setting out or measuring up of work. The Contractor is also to provide ladders, gangways, etc., and the necessary attendance to move and adopt as directed for inspection or measurement of the works by the Architect.

#### **7.100 Construction Records:**

The Contractor shall maintain full and accurate records of the dimensions and positions of all new work and any other information necessary for the Project Management Consultant to be able to prepare complete drawings recording details of the works as constructed. The same may be handed over to the Employer through PMC as and when required.

#### **7.101 Requisition of Materials:**

The Bills of Quantities shall not be used as a basis for quantities of materials and the Contractor is entirely responsible for assessing the quantities of materials to be ordered. The employer is not bound to supply any materials and EMPLOYER may reset the requisition of materials.

#### **7.102 Procurement of materials:**

a) The Contractor shall procure all materials by his efforts and at his own cost. The Contractor shall not remove any material from the site without a written authority of the Project Management Consultant on completion of the works. The Contractor shall obtain the instructions of the controlling Authorities as to how the surplus materials if any, is to be disposed off.

#### **b) Cement storage:**

The Contractor shall at his own cost erect and maintain a cement storage shed on the site having water tight walls and roof. The shed should be capable of storing minimum 20 (twenty) tones (400 bags) of cement at a time.

#### **7.103 Temporary Services:**

The Contractor shall provide and maintain all temporary services on or about the site including providing **Tower cranes**; hoists for material movements required for the execution of the works and shall remove them on completion as decided by Architect/ Project Management Consultant.

#### **7.104 Unauthorized Persons:**

No unauthorized persons are to be allowed on the site. The Contractor shall instruct all such persons to keep out and shall take steps to prevent trespassing.

#### **7.105 Keeping Site Clean and Clear:**

During the progress of the works and when directed by the Architect/ Project Management Consultant the Contractor shall keep the site clear of all rubbish and debris including that which may be deposited on the site by any Sub-Contractors and shall maintain the housekeeping at site premises by properly stacking different materials on different locations/ yards until the date of issue of Certificate of Completion. The contractor at his own cost shall develop separate yards for steel and cement. All scraped materials shall be dumped in the scrap yard specially designated in the site premises for this purpose. The cost of keeping the site clean shall be deemed to have been included for in the rates.

On completion of the works, the Contractor shall at his own expense clear away and remove from the site not later than 7 (seven) days from the date of completion of works all constructional plant, surplus material, rubbish and temporary works of every kind as required by local statutory authorities if applicable, and leave the entire site and works clean and in a workman like condition. In case of failure by the Contractor, the Employer under the advice of Architect/ Project Management Consultant will have the right to get the site cleared at the risk and cost of the Contractor to the satisfaction of the Architect/ PMC/ Employer.

#### **7.106 Labour Hutments**

**The Contractor shall not be allowed to put up any hutments/ temporary structures for accommodating his labour/ staff on site or within the NDMC boundary limits.** He shall be required to make his own arrangement elsewhere **at his own cost**. However, if local authorities so permit and subject to the Contractor arranging for such permission, some

space at site which will not come in the way of the permanent construction, temporary construction facilities and offices may be provided to the Contractor at the discretion of the Employer for purely temporary bachelor accommodation or essential/ core staff engaged on Emergency or essential services round the clock like security, fire fighting, concrete laying and curing with proper sanitary facilities.

**7.107 Substitution/ Variation/ Deviation of works:** Should the Contractor desire to substitute any materials and workmanship, he/ they must obtain the approval of the Employer/ Architects in writing for any such substitution well in advance. Materials designated in this specification indefinitely by such term as “Equal” or “Other Approved” etc. specific approval of the Employer/ Architects has to be obtained in writing.

The price of all such additional items/ non-tendered items will be worked out on the basis of rates quotes for similar items in the contract wherever existing or on engineering rate analysis based on prevalent fair price of labour, material and other component as required. The tender rates, shall hold good for any increase or decrease the tendered quantities up to variation of 25%. For variation beyond 25%, the rate for the respective item may be reviewed on mutually agreed terms.

**7.108 Contract Rates:**

The Contract prices and variation rates shall remain firm till final completion of the work and shall be deemed to include all labour, materials, use of plant tools, temporary works and buildings, etc. insurance, works contract tax, local taxes and duties, royalties, establishment charges, overhead, profit, supervision, transport, sampling, testing (Onsite & Laboratory), shop drawing, as-built drawing and other charges and every expense incurred in the proper and due execution, completion and maintenance of the works, and shall be in full satisfaction and discharge of every obligation and imposed upon him by the contract and nothing extra shall be payable unless so specifically stated in this contract. Goods and Service Tax (GST) will be paid extra as applicable.

**7.109 Statutory Obligations, Notice, Fees and Charges:**

- a) The Contractor shall comply with and give all notices required by any act, any instrument rule or order made under any Act, or of any regulation or by-laws of NDMC/ASI and any other local body or authority or of any agency which has any jurisdiction with regard to the works or with whose systems the same we are or will be connected (all requirements to be complied with being referred to in these Conditions as the statutory requirements)
- b) If the Contractor shall find any divergence between the statutory requirements and all or any of the contract documents or any variation instruction issued in accordance with these Conditions, he shall immediately give to the Employer/ Architect a written notice specifying the divergence.
- c) If the Contractor gives notice under paragraph (b) of this sub-clause or of Employer/ Architect shall otherwise discover or receive notice of a divergence between the statutory requirements and all or any of the contract documents or any variation instructions issued in accordance with these conditions, the Employer shall within 7 (seven) days of discovery or on receipt of a notice issue instructions in relation to the divergence.
- d) If in any emergency compliance with paragraph (a) of this sub-clause requires the Contractor to supply materials or execute work before receiving instruction
- e) under paragraph (c) of this sub-clause the Contractor shall supply such limited materials and execute such limited work as are reasonably necessary to secure the statutory requirements.
- f) The Contractor shall forthwith inform the Employer/ Architect/ PMC of the emergency and of the steps that he is taking under this paragraph of these conditions.



g) Work executed and materials supplied by the Contractor under sub-paragraph (i) of this paragraph shall be deemed to have been executed and supplied pursuant to Employer's instruction in accordance with these Conditions provided that the emergency arose because of a divergence between the statutory requirements and all or any of the documents referred to in these Conditions or any variations, instructions issued in accordance with these Conditions.

h) Provided that the Contractor complies with paragraph (b) of this sub-clause, the Contractor shall not be liable to the Employer under this Contract. If the works do not comply with the statutory requirements from the Contractor having carried out work in accordance with the documents referred to these Conditions.

- ii) The Contractor shall pay and indemnify the Employer against liability in respect of any fees or charges (including any rates or taxes) legally demandable under any Act, any instrument rule or order made under any Act, law or any regulation or below of any local authority or of any statutory or agency in respect of works.
- iii) It will be the Contractor's sole responsibility and obligation to arrange for blasting license from the relevant authorities; if the excavation requires blasting. The Contractor will have to store the blasting powder in a suitably constructed store as per regulation of the explosive department and local bodies.

#### **7.110 Dismissal of Undesirable Persons:**

The Employer may issue instructions requiring the dismissal from the works of any person employed thereon without assigning any reason. The decision of Employer in this regard will be final and binding.

#### **7.111 a) Access to the Works**

The Employer/ Employer's representative, Architect/ Architect's representative, PMC/ PMC's representatives and their nominees shall at all reasonable times have access to the works and to the workshops or other places of the Contractor or his Sub-Contractors/ Suppliers where work is being carried out for the Contract. When work is to be so carried out in workshops or other places of a Sub-Contractor, the Contractor shall by a term in the sub-contract incorporate a similar right of access to those workshops or places for the Employer and their nominees/ representatives and shall do all things reasonably necessary to make such right effective.

#### **b) Facilities to other Contractors:**

The Contractor shall give full facilities and cooperation to all other Contractors working on site such as, plumbing, electrical, lift erection etc. as directed by the Architect/ PMC and shall arrange his program of work so as not to hinder the progress of other works. The decision of the Architect/ PMC on any point of dispute between the various Contractors on this count shall be final and binding on all parties concerned.

#### **7.112 Employer/ Architect's Instruction:**

i) The Contractor shall forthwith comply with all instructions issued to him by the Employer/ Architect/ PMC in regard to any matter in respect of which the Employer expressly empowered by these Conditions to issue instructions. If within 7 (seven) days after receipt of a written notice from the Employer/ Architect/ PMC requiring compliance with an instruction the Contractor does not comply therewith, then the Employer may employ and pay other persons to execute any work whatsoever which may be necessary to give effect to such instruction and all cost incurred in connection with such action shall be recoverable from the Contractor by the Employer as a debt or may be deducted by him from any monies due or to become due to the Contractor under this Contract.

ii) All instructions issued by the Employer/ Architect/ PMC shall be issued in writing. However any instruction issued orally shall be given immediate effect and shall be confirmed in writing within 3 (three) days.

#### **7.113 Termination:**

In the event of the Contractor failing to complete the works within the stipulated period of completion as mentioned hereof, the Employer may, notwithstanding anything contained to the contrary in the contract, terminate at any time the contract without being liable in any manner whatsoever to the Contractor, by giving 30 (thirty) days notice in writing to the Contractor and proceed to complete or get completed the works which have remained incomplete/ not done at the time of such termination at the risk and cost of the Contractor.

#### **7.114 Technical examination:**

The project work covered under this tender during its progress is subject to inspection by the CTE / Technical examiner/CVC, Govt of India or by an officer of the Vigilance cell//Department of the Authority, the contractor will be required to extend all assistance or facilities for such inspections.

#### **7.115 Preparation of building works for occupation and use on completion:**

On completion of the work, the Contractor shall inform the PMC/ Architect in writing that he has finished the work and it is ready for the inspection. He will leave the entire possession of site neat and clean and ready and to the satisfaction of the Architect/ PMC/ Employer.

All the work shall be carried out as per the detailed drawings and Architect's instruction and in stages as desired by the Engineer in Charge / Architect / PMC.

**NO EXTRA shall be paid for complying with and/or implementation of any of the below listed clauses**

The Contractor shall install a 'Display Board' at the conspicuous place on site indicating:-

- i) Name & address of developer, architect, structural engineer and contractor.
- ii) Building name, Zone, Road etc.
- iii) Date and No. of development permission.
- iv) Approved FSI/Built-up area, Setbacks, Height and floors permitted.

1) The contractor shall have to carry out plinth level inspection certificate from NDMC as it is mandatory for NDMC's Consent to operate (CTO)

2) Contractor shall obtain and submit final Fire NOC from Fire Officer before applying for Occupancy Certificate. The contractor shall provide all firefighting requirements along with necessary accessories as prescribed in National Building Code and as per Fire Officer's remarks. The contractor shall make good any deficiencies as pointed out by Fire Officer to ensure the obtaining of the Fire NOC. Contractor shall do documentation, submit and obtain final Occupation Certificate from all the other relevant Authorities including NDMC. Nothing extra shall be payable to the contractor for the same.

3) Contractor is required to do the work in compliance with NDMC /ASI guidelines and constraints and the contractor shall find out the same before tendering.

4) Contractor is required to submit Shop Drawings & As Built Drawings in Building Information Modeling in REVIT format for Civil & All services along with clash detections of proposed services during the progress of project and rectify the same in consultation with Architect

5) Contractor shall help and cooperate with any other contractor appointed by the bank in the interest of completing the work to the satisfaction of the bank.

## **8. SPECIAL CONDITIONS OF CONTRACT RELATED TO GREEN BUILDING PRACTICE**

### **8.1 SPECIAL CONDITIONS FOR PREVENTION OF AIR POLLUTION AS PER DIRECTIVES OF NATIONAL GREEN TRIBUNAL (NGT):**

The contractor shall not store/dump construction material or debris on metaled road.

a) The contractor shall get prior approval from Engineer-in-charge for the area where the construction material or debris can be stored beyond the metaled road. This area shall not cause any obstruction to the free flow of traffic/inconvenience to the pedestrians. It should be ensured by the contractor that no accidents occur on account of such permissible storage.

b) The contractor shall take appropriate protection measures like raising wind breakers of appropriate height on all sides of the plot/area using CGI sheets or plastic and/or other similar material to ensure that no construction material dust fly outside the plot area.

c) The contractor shall ensure that all the trucks or vehicles of any kind which are used for construction purpose or are carrying construction material like cement, sand and other allied materials are fully covered. The contractor shall take all necessary precautions that the vehicles are properly cleaned and dust free to ensure that enroute their destination, the dust, sand or any other particles are not released in air / contaminate air.

d) The contractor shall provide mask to every worker working on the construction site and involved in loading, unloading and carriage of construction material and construction debris to prevent inhalation of dust particles.

e) The contractor shall provide all medical help, investigation and treatment to the workers involved in the construction of building and carry of construction material and debris relatable to dust emission.

f) The contractor shall ensure that C&D waste is transported to the C&D waste site only and due record shall be maintained by the contractor.

g) The contractor shall ensure compulsory use of wet jet in grinding and stone cutting.

h) The contractor shall comply all the preventive and protective environmental steps as stated in the MoEF guidelines, 2010.

i) The contractor shall carry out on road inspection for black smoke generating machinery. The contractor shall use cleaner fuel.

j) The contractor shall ensure that all DG sets comply emission norms notified by MoEF.

k) The contractor shall use vehicles having pollution under control certificate. The emissions can be reduced by a large extent by reducing the speed of a vehicle to 20 KMPH. Speed bumps shall be used to ensure speed reduction. In cases where speed reduction cannot effectively reduce fugitive dust, the contractor shall divert traffic to nearby paved areas.

l) The contractor shall ensure that the construction material is covered by tarpaulin. The contractor shall take all other precaution to ensure that no dust particles are permitted to pollute air quality as a result of such storage.

m) The paving of the path for plying of vehicles carrying construction material is more permanent solution to dust control and suitable for longer duration projects.

### **8.2. SPECIAL CONDITIONS FOR GREEN BUILDING PRACTICE:**

The building/project is targeted to obtain Green Building Certification and for achieving this the contractor shall strictly adhere to the following conditions as part of his contractual obligations:

## SITE

8.2.1. The contractor shall ensure that adequate measures are taken for the prevention of erosion of the top soil during the construction phase. The contractor shall implement the Erosion and Sedimentation Control Plan (ESCP) provided to him by the Engineer in Charge as part of the larger Construction Management Plan (CMP). The contractor shall obtain the Erosion and Sedimentation Control Plan (ESCP) Guidelines from the Engineer in Charge and then prepare working plan for the following month activities as a CAD drawing showing the construction management, staging & ESCP. At no time soil should be allowed to erode away from the site and sediments should be trapped where necessary.

8.2.2. The contractor shall ensure that all the top soil excavated during construction works is neatly stacked and is not mixed with other excavated earth. The contractors shall take the clearance of the Engineer in Charge before any excavation. Top soil should be stripped to a depth of 20 cm from the areas to be disturbed, for example proposed area for buildings, roads, paved areas, external services and area required for construction activities etc. It shall be stockpiled to a maximum height of 40 cm in designated areas, covered or stabilized with temporary seeding for erosion prevention and shall be reapplied to site during plantation, landscaping etc. of the proposed vegetation. Top soil shall be separated from subsoil, debris and stones larger than 50 mm diameter. The stored top soil may be used as finished grade for planting areas.

**8.2.3.Sub-grade Conditions:** When no data is available of soil formation and depth of water level of pro-posed works site the contractor should make his own arrangements of preliminary site investigation by actual inspection of the site and surrounding areas to assess the nature of soil and to foresee the difficulties that may arise during construction period. The contractor shall acquaint himself of the above before filling up of the tender.

No claim whatsoever will be entertained on any account of conducting these exploratory works or lack of investigation on the part of the Contractor.

8.2.4. The contractor shall carry out post-construction placement of topsoil or other suitable plant material over disturbed lands to provide suitable soil medium for vegetative growth. Prior to spreading the topsoil, the sub-grade shall be loosened to a depth of 50mm to permit bonding. Topsoil shall be spread uniformly at a minimum compacted depth of 50mm on grade 1:3 or steeper slopes, a minimum depth of 100mm on shallower slopes. A depth of 300mm is preferred on relatively flatter land.

8.2.5. The Contractor should follow the construction plan as proposed by the Architect / Engineer in Charge to minimize the site disturbance such as soil pollution due to spilling. Use staging and spill prevention and control plan to restrict the spilling of the contaminating material on site. Protect top soil from erosion by collection storage and reapplication of top soil, constructing sediment basin, contour trenching, mulching etc.

8.2.6. No excavated earth shall be removed from the campus unless suggested otherwise by Engineer in Charge. All subsoil shall be reused in backfilling/landscape, etc as per the instructions of the Engineer in Charge. The surplus excavated earth shall be disposed of by the contractor at his own cost for reuse after approval from E-in-C. A certificate of reuse as required by the Engineer-in-Charge shall be submitted by the contractor.

8.2.7. The contractor shall not change the natural gradient of the ground unless specifically instructed by the Engineer in Charge. This shall cover all-natural features like water bodies, drainage gullies, slopes, mounds, depressions, etc. Existing drainage patterns through or into any preservation area shall not be modified unless specifically directed by the Engineer-in-charge.

8.2.8. The contractor shall not carry out any work which results in the blockage of natural drainage.

8.2.9. The contractor shall ensure that existing grades of soil shall be maintained around existing vegetation and lowering or raising the levels around the vegetation is not allowed unless specifically directed by the Engineer-in-charge

8.2.10. Contractor shall reduce pollution and land development impacts from automobiles use during construction.

8.2.11. Overloading of trucks is unlawful and creates the erosion and sedimentation problems, especially when loose materials like stone dust, excavated earth, sand etc. are moved. Proper covering must take place. No overloading shall be permitted.

### **8.3 CONSTRUCTION PHASE AND WORKER FACILITIES**

8.3.1. The contractor shall specify and limit construction activity in preplanned/ designated areas and shall start construction work after securing the approval for the same from the Engineer in Charge. This shall include areas of construction, storage of materials, and material and personnel movement.

### **8.4 PRESERVE AND PROTECT LANDSCAPE DURING CONSTRUCTION**

8.4.1. The contractor shall ensure that no trees, existing or otherwise, shall be harmed and damage to roots should be prevented during trenching, placing backfill, driving or parking heavy equipment, dumping of trash, oil, paint, and other materials detrimental to plant health. These activities should be restricted to the areas outside of the canopy of the tree, or, from a safe distance from the tree/plant by means of barricading. Trees will not be used for support; their trunks shall not be damaged by cutting and carving or by nailing posters, advertisements or other material. Lighting of fires or carrying out heat or gas emitting construction activity within the ground, covered by canopy of the tree is not to be permitted.

8.4.2. The contractor shall take steps to protect trees or saplings identified for preservation within the construction site using tree guards of approved specification.

8.4.3. The contractor shall conserve existing natural areas and restore damaged areas to provide habitat and promote biodiversity. Contractor should limit all construction activity within the specified area as per the Construction Management Plan (CMP) approved by Engineer-in-Charge. All the existing trees should be preserved, if not possible than compensate the loss by re-planting trees in the proportion of 1:3.

8.4.4. The contractor shall avoid cut and fill in the root zones, through delineating and fencing the drip line (the spread limit of a canopy projected on the ground) of all the trees or group of trees. Separate the zones of movement of heavy equipment, parking, or excessive foot traffic from the fenced plant protection zones.

8.4.5. The contractor shall ensure that maintenance activities during construction period shall be performed as needed to ensure that the vegetation remains healthy. The preserved vegetated area shall be inspected by the Landscape Architect / Architect / Engineer-in-charge at regular intervals so that they remain undisturbed. The date of inspection, type of maintenance or restorative action followed shall be recorded in the logbook

8.4.6. Contractor shall be required to develop and implement a waste management plan, quantifying material diversion goals. He shall establish goals for diversion from disposal in landfills and incinerators and adopt a construction waste management plan to achieve these goals. A project-wide policy of "Nothing leaves the Site" should be followed. In such a case when strictly followed, care would automatically be taken in ordering and timing of materials such that excess doesn't become "waste". The Contractor's ingenuity is especially called towards meeting this prerequisite/ credit (IGBC Green new buildings v-3). Consider recycling cardboard, metal, brick, acoustical tile, concrete, plastic, clean wood, glass, gypsum wallboard, carpet and insulation. Designate a specific area(s) on the construction site for segregated or commingled collection of recyclable material, and track recycling efforts throughout the construction process. Identify construction haulers and recyclers to handle the designated materials. The diversion may include donation of materials to charitable organizations and salvage of materials on-site.

8.4.7. Contractor shall collect all construction waste generated on site. Segregate these wastes based on their utility and examine means of sending such waste to manufacturing units which use them as raw material or other site which require it for specific purpose.

Typical construction debris could be broken bricks, steel bars, broken tiles, spilled concrete and mortar etc. The contractor shall maintain record of all construction waste sent for recycling by means of site challans/receipts with waste quantity mentioned in weight or volume.

8.4.8. The contractor shall provide potable water for all workers. The contractor shall maintain monthly test reports highlighting that water is fit for drinking.

8.4.9. The contractor shall provide the minimum level of sanitation and safety facilities for the workers at their camp/labour site. The contractor shall ensure cleanliness of workplace with regard to the disposal of waste and effluent; provide clean drinking water and latrines and urinals as per applicable standard. Adequate toilet facilities shall be provided for the workman within easy access of their place of work. The total no. to be provided shall not be less than 1 per 30 employees in any one shift. Toilet facilities shall be provided from the start of building operations, connection to a sewer shall be made as soon as practicable. Every toilet shall be so constructed that the occupant is sheltered from view and protected from the weather and falling objects. Toilet facilities shall be maintained in a sanitary condition. A sufficient quantity of disinfectant shall be provided. Natural or artificial illumination shall be provided.

8.4.10. The contractor shall ensure that air pollution due to dust/generators is kept to a minimum, preventing any adverse effects on the workers and other people in and around the site. The contractor shall ensure proper screening, covering stockpiles, covering brick and loads of dusty materials, wheel-washing facility, gravel pit, and water spraying. Contractor shall ensure the following activities to prevent air pollution during construction:

- Clear vegetation only from areas where work will start right away
- Vegetate / mulch areas where vehicles do not ply.
- Apply gravel / landscaping rock to the areas where mulching / paving is impractical
- Identify roads on-site that would be used for vehicular traffic. Upgrade vehicular roads (if these are unpaved) by increasing the surface strength by improving particle size, shape and mineral types that make up the surface & base. Add surface gravel to reduce source of dust emission. Limit of fine particles (smaller than 0.075mm) - 10 to 20%.
- Water spray, through a simple hose for small projects, to keep dust under control. Fine mists should be used to control fine particulate. However, this should be done with care so as not to waste water. Heavy watering can also create mud, which when tracked onto paved public roadways, must be promptly removed. Also, there must be an adequate supply of clean water nearby to ensure that spray nozzles don't get plugged. Water spraying shall be done on:
  - Any dusty materials before transferring, loading and unloading
  - Area where demolition work is being carried out
  - Any un-paved main haul road
  - Areas where excavation or earth moving activities are to be carried out
- The contractor shall ensure that the speed of vehicles within the site is limited to 10 km/hr.
- All material storages should be adequately covered and contained so that they are not exposed to situations where winds on site could lead to dust / particulate emissions.
- Spills of dirt or dusty materials will be cleaned up promptly so the spilled material does not become a source of fugitive dust and also to prevent of seepage of pollutant laden water into the ground aquifers. When cleaning up the spill, ensure that the clean-up process does not generate additional dust. Similarly, spilled concrete slurries or liquid wastes should be contained / leaned up immediately before they can infiltrate into the soil / ground or runoff in nearby areas

- Provide barricading of not less than **3 meters** or higher as per direction of Engineer-in-charge, along the site boundary, next to a road, around batching plant or other public area.
- Provide dust screens, sheeting or netting to scaffold along the perimeter of the building
- Cover stockpiles of dusty material with impervious sheeting
- Cover dusty load on vehicles by impervious sheeting before they leave the site

8.4.11. Contractor shall be required to provide an easily accessible area that serves the entire building and is dedicated to the separation, collection and storage of materials for recycling including (at a minimum) paper, corrugated cardboard, glass, plastics, and metals. He shall coordinate the size and functionality of the recycling areas with the anticipated collections services for glass, plastic, office paper, newspaper, cardboard, and organic wastes to maximize the effectiveness of the dedicated areas. Consider employing cardboard balers, aluminum can crushers, recycling chutes, and collection bins at individual workstations to further enhance the recycling program

8.4.12. The contractor shall ensure that no construction leachate (e.g. cement slurry etc.), is allowed to percolate into the ground. Adequate precautions are to be taken to safeguard against this including, reduction of wasteful curing processes, collection, basic filtering and reuse. The contractor shall follow requisite measures for collecting drainage water run-off from construction areas and material storage sites and diverting water flow away from such polluted areas. Temporary drainage channels, perimeter dike/swale, etc. shall be constructed to carry the pollutant-laden water directly to the treatment device or facility (municipal sewer line).

8.4.13. Staging (dividing a construction area into two or more areas to minimize the area of soil that will be exposed at any given time) should be done to separate undisturbed land from land disturbed by construction activity and material storage.

8.4.14. The contractor shall comply with the safety procedures, norms and guidelines (as applicable) as outlined in the document Part 7 Constructional practices and safety, 2005, National Building code of India, Bureau of Indian Standards. A copy of all pertinent regulations and notices concerning accidents, injury and first-aid shall be prominently exhibited at the work site. Depending upon the scope & nature of work, a person qualified in first-aid shall be available at work site to render and direct first-aid to casualties. A telephone may be provided to first-aid assistant with telephone numbers of the hospitals displayed. Complete reports of all accidents and action taken thereon shall be forwarded to the competent authorities.

8.4.15. The contractor shall ensure the following activities for construction workers safety, among other measures as specified in NBC-2016:

- Guarding all parts of dangerous machinery.
- Precautionary signs for working on machinery
- Maintaining hoists and lifts, lifting machines, chains, ropes, and other lifting tackles in good condition.
- Durable and reusable formwork systems to replace timber formwork and ensure that formwork where used is properly maintained.
- Ensuring that walking surfaces or boards at height are of sound construction and are provided with safety rails or belts.
- Provide protective equipment; helmets etc.
- Provide measures to prevent fires. Fire extinguishers and buckets of sand to be provided in the fire-prone area and elsewhere.
- Provide sufficient and suitable light for working during night time.

8.4.16. The storage of material shall be as per standard good practices as specified in Part 7, Section 2 - Storage, stacking and Handling practices, NBC-2016 and shall be to the satisfaction of the Engineer in Charge to ensure minimum wastage and to prevent any misuse, damage, inconvenience or accident. Watch and ward of the Contractor's materials shall be his own responsibility. There should be a proper planning of the layout for stacking and storage of different materials, components and equipment with proper access and proper maneuverability of the vehicles carrying the materials. While planning the layout,

the requirements of various materials, components and equipment at different stages of construction shall be considered.

8.4.17. The contractor shall provide for adequate number of garbage bins around the construction site and the workers facilities and will be responsible for the proper utilization of these bins for any solid waste generated during the construction. The contractor shall ensure that the site and the workers facilities are kept litter free. Separate bins should be provided for plastic, glass, metal, biological and paper waste and labelled in both Hindi and English with suitable symbols.

8.4.18. The contractor shall prepare and submit spill prevention and control plans. before the start of construction, clearly stating measures to stop the source of the spill, to contain the spill, to dispose the contaminated material and hazardous wastes, and stating designation of personnel trained to prevent and control spills. Hazardous wastes include pesticides, paints, cleaners, and petroleum products.

8.4.19. Contractor shall collect & submit the relevant material certificates for materials with high recycled (both post-industrial and post-consumer) content, including materials like RMC mix with fly-ash, glass with recycled content, calcium silicate boards etc.

8.4.20. Contractor shall collect the relevant material certificates for rapidly renewable materials such as bamboo, wool, cotton insulation, agrifiber, linoleum, wheat board, strawboard and cork etc.

8.4.21. Contractor shall adopt an IAQ (Indoor Air Quality) management plan to protect the HVAC system during construction, control pollutant sources, and interrupt pathways for contamination. He shall sequence installation of materials to avoid contamination of absorptive materials such as insulation, carpeting, ceiling tile, and gypsum wallboard. He shall also protect stored on-site or installed absorptive materials from moisture damage.

8.4.22. The contractor shall ensure that a flush out of all internal spaces is conducted prior to handover. This shall comprise an opening of all doors and windows for 14 days to vent out any toxic fumes due to paints, varnishes, polishes, etc.

8.4.23. Contractor shall make efforts to reduce the quantity of indoor air contaminants that are odorous or potentially irritating harmful to the comfort and well-being of installer and building occupants. Contractor shall ensure that the VOC (Volatile Organic Compounds) content of paints, coatings and primers used must not exceed the VOC content limits mentioned below:

Paints: Non-flat - 150 g/L Flat (Mat) - 50 g/L Anti-corrosive/ anti rust - 250 g/L Coatings / Clear wood finishes: Varnish - 350 g/L Lacquer - 550 g/L Floor coatings - 100 g/L Stains - 250 g/L

Sealers: Waterproofing sealer - 250 g/L Sanding sealer - 275 g/L Other sealers - 200 g/L The VOC (Volatile Organic Compounds) content of adhesives and sealants used must be less than VOC content limits mentioned: Architectural Applications VOC Limit (g/l less water) Indoor Carpet adhesives - 50 g/L Carpet Pad Adhesives - 50 g/L Wood Flooring Adhesive - 100 g/L Rubber Floor Adhesives - 60 g/L Sub Floor Adhesives - 50 g/L Ceramic Tile Adhesives - 65 g/L VCT and Asphalt Tile adhesives - 50 g/L Dry Wall and Panel Adhesives - 50 g/L Structural Glazing Adhesives - 100 g/L Multipurpose Construction Adhesives - 70 g/L Substrate Specific Application VOC Limit (g/l less water) Metal to Metal - 30 g/L Plastic Foams - 50 g/L Porous material (except wood) - 50 g/L Wood - 30 g/L Fiber Glass - 80 g/L



8.4.24. Wherever required, Contractor shall meet and carry out documentation of all activities on site, supplementation of information, and submittals in accordance with IGBC LEED India New Construction v3.0 (or latest amendment) or GRIHA program standards and guidelines. Towards meeting the aforementioned building environmental rating standard(s) expert assistance shall be provided to him up on request.

#### **8.5. WATER USE DURING CONSTRUCTION**

8.5.1. Contractor should spray curing water on concrete structure and shall not allow free flow of water. Concrete structures should be kept covered with thick cloth/gunny bags and water should be sprayed on them. Contractor shall do water ponding on all sunken slabs using cement and sand mortar.

8.5.2. The Contractor shall remove from site all rubbish and debris generated by the Works and keep Works clean and tidy throughout the Contract Period. All the serviceable and non-serviceable (malba) material shall be segregated and stored separately. The malba obtained during construction shall be collected in well-formed heaps at properly selected places, keeping in a view safe condition for workmen in the area. Materials which are likely to cause dust nuisance or undue environmental pollution in any other way, shall be removed from the site at the earliest and till then they shall be suitable covered. Glass & steel should

be dumped or buried separately to prevent injury. The work of removal of debris should be carried out during day. In case of poor visibility artificial light may be provided.

#### **8.6. MATERIALS & FIXTURES FOR THE PROJECT**

8.6.1. The contractor shall endeavor to source most of the materials for construction at this project from a distance of 400 km radius from the project site. Contractor shall collect the relevant material certificates to prove the same.

8.6.2. Any material that is to be sourced from outside the prescribed radius shall be done after securing the necessary approval from the Engineer-in-charge.

8.6.3. Unless otherwise specified, the contractor shall comply following:

- All cement used at site for reinforced concrete, precast members, mortar, plaster, building blocks, etc. shall be PPC (Portland Pozzolana Cement). The PPC must meet the requirements of IS 1488: 1991. Replacement of cement with fly ash in PPC (Portland Pozzolana Cement) used in the overall RC for meeting the equivalent strength requirements shall be carried out.
- The contractor has to comply as per MoEF issued notification 8.0.763(E) dated 14th Sept.1999 containing directive for greater fly ash utilization, where it stipulates that every construction agency engaged in the construction of buildings within a radius of 50 km radius of a Thermal Power Plant, have to use of 100% flyash based bricks/blocks in their construction. Any brick/block containing more than 25% fly ash is designated as fly ash brick/block. As per IGBC credits, bricks / blocks should contain a percentage of fly ash.
- The contractor shall ensure that all paints, polishes, adhesives and sealants used both internally and externally, on any surface, shall be Low VOC products. The contractor shall get prior approval from the Engineer-in-charge before the application of any such material.
- All plumbing and sanitary fixtures installed shall be as per the direction of the Engineer-in-charge and shall adhere to the minimum LPM (liters per minute) and LPF (liters per flush) mentioned.
- The contractor shall employ 100% zero ODP (ozone depletion potential) insulation; HCFC (hydro-chlorofluorocarbon)/ and CFC (chlorofluorocarbon) free HVAC and refrigeration equipment and/halon-free fire suppression and fire extinguishing systems.

## **8.7. RESOURCES CONSUMED DURING CONSTRUCTION**

8.7.1. The contractor shall ensure that the water and electricity is not wasted during construction. The Engineer in Charge can bring to the attention any such wastage and the contractor will have to ensure that such bad practices are corrected.

8.7.2. The contractor shall install necessary meters and measuring devices to record the consumption of water, electricity and diesel on a monthly basis for the entire tenure of the project.

8.7.3. The contractor shall ensure that all run-off water from the site, during construction is collected and reused to the maximum.

8.7.4. The contractor shall use treated recycled water of appropriate quality standards for construction, if available.

8.7.5. No lights shall be turned on during the period between 6:00 AM to 6:00 PM, without the permission of the Engineer-in-charge.

8.7.6. The contractor is encouraged to use bio-diesel in place of petroleum diesel for the running of generators during construction

## **8.8. CONSTRUCTION WASTE**

8.8.1. Contractor shall ensure that wastage of construction material is within 3%.

8.8.2. All construction debris generated during construction shall be carefully segregated and stored in a demarcated waste yard. Clear, identifiable areas shall be provided for each waste type. Employ measures to segregate the waste on site into inert, chemical, or hazardous wastes.

8.8.3. All construction debris shall be used for road preparation, back filling, etc, as per the instructions of the Engineer in Charge, with necessary activities of sorting, crushing, etc.

8.8.4. No construction debris shall be taken away from the site, without the prior approval of the Engineer in Charge.

8.8.5. The contractor shall recycle the unused chemical/hazardous wastes such as oil, paint, batteries, and asbestos.

8.8.6. If and when construction debris is taken out of the site, after prior permissions from the Engineer in Charge, then the contractor shall ensure the safe disposal of all wastes and will only dispose of any such construction waste in approved dumping sites.

8.8.7. Inert waste to be disposed of at Municipal Corporation/ local bodies landfill sites.

## **8.9. DOCUMENTATION**

8.9.1. The contractor shall, during the entire tenure of the construction phase, submit the following records to the Engineer in Charge on a monthly basis:

(i) Water consumption in litres

(ii) Electricity consumption in kwh units

(iii) Diesel consumption in liters

(iv) Quantum of waste (volumetric/weight basis) generated at site and the aggregated waste types divided into inert, chemical and hazardous wastes.

(v) Digital photo documentation to demonstrate compliance of safety guidelines as specified here and in the Appendix on Safety Conditions.

8.9.2. The contractor shall, during the entire tenure of the construction phase, submit the following records to the Engineer in Charge on daily basis:

- (i) Quantities of material brought into the site, including the material issued to the contractor by the Engineer-in-charge.
- (ii) Quantities of construction debris (if at all) taken out of the site
- (iii) Digital photographs of the works at site, the workers facilities, the waste and other material storage yards, pre-fabrication and block making works, etc. as guided by the Engineer in Charge.
- (iv) No. of different categories of labours deployed at site for work (shift wise).

8.9.3. The contractor shall submit a document after construction of the buildings, a brief description along with photographic records to show that other areas have not been disturbed during construction. The document should also include brief explanation and photographic records to show erosion and sedimentation control measures adopted. (Document CAD drawing showing site plan details of existing vegetation, existing buildings, existing slopes and site drainage pattern, staging and spill prevention measures, erosion and sedimentation

8.9.5. The contractor shall submit to the Engineer in Charge after construction of the buildings, a detailed as built quantification of the following:

- (i) Total materials used,
- (ii) Total top soil stacked and total reused
- (iii) Total earth excavated
- (iv) Total waste generated,
- (v) Total waste reused,
- (vi) Total water used,
- (vii) Total electricity consumed
- (viii) Total diesel consumed.

8.9.6. The contractor shall submit to the Engineer in Charge, before the start of construction, a site plan along with a narrative to demarcate areas on site from which top soil has to be gathered, designate area where it will be stored, measures adopted for top soil preservation and indicate areas where it will be reapplied after construction is complete.

8.9.7. The contractor shall submit to the Engineer-in-charge, a detailed narrative (not more than 250 words) on provision for safe drinking water and sanitation facility for construction workers and site personnel.

8.9.8. Provide supporting document from the manufacturer of the cement specifying the fly-ash content in PPC used in reinforced concrete.

8.9.9. The contractor shall submit the following information to the Engineer-in-charge at the end of construction, for all material brought to site for construction purposes, including manufacturer's certifications, verifying information, and test data, where Specifications sections require data relating to environmental issues including but not limited to:

- (i) Source of products: Supplier details and location of the supplier.
- (ii) Project Recyclability: Submit information to assist Owner and Contractor in recycling materials involved in shipping, handling, and delivery, and for temporary materials necessary for installation of products.
- (iii) Recycled Content: Submit information regarding product post-industrial recycled and post-consumer recycled content, Use the Recycled Content Certification Form, to be provided by the Commissioning Authority appointed for the Project.
- (iv) Product Recyclability: Submit information regarding product and products components recyclability including potential sources accepting recyclable materials where ever applicable.

(v) Provide final certification of well-managed forest of origin to provide final documentation of certified sustainably harvested status: Acceptable wood, certified sustainably harvested, certifications shall include:

(vi) Wood suppliers" certificate issued by one of the Forest Stewardship Council-accredited certifying agencies;

(vii) Suppliers" invoice detailing the quantities of certified wood products for project;

(viii) Letter from one of a certifying agency corroborating that the products on the wood supplier's invoice originate from certified well-managed forests.

(vi) Clean tech: Provide pollution clearance certificates from all manufacturers of materials

(vi) Indoor Air quality and Environmental Issues: Submit emission test data, sourced from the manufacturers, produced by acceptable testing laboratory listed in Quality Assurance Article for materials as required in each specific Specification section.

(vii) Certifications from manufacturers of Low VOC paints, adhesives, sealant and polishes used at this particular project site.

(viii) Certification from manufacturers of composite wood products/agro-fibre products on the absence of added urea formaldehyde resin in the products supplied to them to this particular site.

(ix) Submit environmental and pollution clearance certificates for all diesel generators installed as part of this project.

(x) The Contractor shall appoint a Green building Consultant with 7 years of experience and degree in Architecture / Engineering + being an IGBC AP at his own expense for completing all Green Building Rating related formalities, including Registration, signing of forms, providing signed letters in the contractors letterhead whenever required. This consultant shall liaise with the Contracting team, PMC, architect and Consultants and other departments for creating and carrying out the documentation till the rating is achieved. The Official Registration fee shall be paid by the bank on demand directly to IGBC.

(xi) The Contractor shall follow all the Energy Conservation Building Code (ECBC) norms & I.G.B.C targeted credits for Gold Rating. The Contractor shall give preference to materials and manufacturers who produce green building materials and who are able to supply green certificates for their materials while still emphasizing on the quality, strength and longevity of these materials. The contractor shall comply with Environment, Health and Safety (EHS) guidelines as listed below in Green building Practice guidelines

## **8.10. EQUIPMENT**

8.10.1. To ensure energy efficiency during and post construction all pumps, motors and engines used during construction or installed, shall be subject to approval of the Engineer-in-charge.

8.10.2. All lighting installed by the contractor around the site and at the labour quarters during construction shall be CFL bulbs of the appropriate illumination levels. This condition is a must, unless specifically prescribed.

8.10.3. The contractor is expected to go through all other conditions of the LEED & GRIHA rating stipulations. Failure to adhere to any of the above-mentioned items, without approval of the Engineer-in-charge, shall be deemed as a violation of contract and the contractor shall be held liable for penalty as per terms of the agreement.

8.10.4. In case any penalty is imposed by any Hon'ble Court, NGT or any other authority due to non-compliance of any statutory order, or law or guidelines or pollution control or environmental norms, the same will be borne by the contractor.

### **8.11. SUBMISSION OF POLLUTION CONTROL PLAN**

8.11.1. The contractor shall submit the detailed action plan for control of pollution and for adherence to all the environmental guidelines/Laws/statutes/Court Orders/NGT orders/orders of pollution control authorities through the entire period of construction at site. The detailed action plan shall be submitted to the Engineer-in-Charge **within 15 days of the stipulated date of start** of work and shall be got approved from the Engineer-in-charge.

8.11.2. The contractor shall arrange for control measures of all dust/noise/emission from the construction activities at site of work and shall install screens/curtains/ covers/dust trappers etc. as per guidelines/orders of the NGT/Court of law/ statutory authorities etc. No hindrance shall be allowed, arising out of any stay/stopping of work from any court/statutory authority/NGT/Govt. Authorities as a consequence of the contractor not adhering to any pollution control guideline/law/order of the state bodies during the construction period. Nothing shall be paid to the contractor on account of expenses for any dust/pollution/emission control measures at the site of work or any delay in work due to any orders passed by any court/ statutory authority/Govt. Authorities during the period of construction.

8.11.3. **A compensation of Rs. 5,000/- per day will be levied and recovered from the dues of the contractor for each day of delay beyond 15 days for non-submission of pollution control plan.**

8.11.4. The contractor is strongly advised to study all dust/Noise/emission/ pollution control norms/laws/Court Orders before bidding for the work and quote his rates accordingly for any liability which may arise on this account during the period of construction.

## **9. CONTRACTOR'S LABOUR RULES & REGULATIONS**

### **9.1 Labour Rules:**

The Contractor shall at all times during the continuance of the Contract, comply fully with all existing Acts, regulations and bylaws including all statutory amendments and re-enactment of State or Central Government and other local authorities and any other enactments, notifications and acts that may be passed in future either by the State or the Central Government or local authority, including Indian Workmen's Compensation Act, Contract Labour (Regulation and Abolition) Act 1970 and Equal Remuneration Act 1976, Factories Act, Minimum Wages Act, Provident Fund Regulations, Employees Provident Fund Act, schemes made under the same Act and also Labour Regulations as revised Health and Sanitary Arrangement for Workmen, Insurance and other benefits and shall keep Employer indemnified in case any action is commenced by competent authorities for contravention by the Contractor. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated henceforth on the part of the Contractor, the Architect/ Employer shall have the right to deduct from any money due to the Contractor, his amount of Performance Security or recover from the Contractor personally any sum required or estimated to be required for making good the loss or damage suffered by the Employer, responsibility in connection with the employees of the Contractor, who shall, in no case, be treated as the employees of the Employer at any point of time.

### **9.2 Fair Wages:**

- a) The Contractor shall pay the labourers engaged by him on the work not less than fair wage which expression shall mean, whether for time or piecework, the respective rates of wages fixed by the local authorities as fair wages for the area payable to the different categories of labourers or those notified under the Minimum Wages Act for corresponding employees of the Employer, whichever may be higher.
- b) The Contractor shall, notwithstanding the provisions of a contract to the contrary, cause to be paid a fair wage to labourers indirectly engaged on the works, including any labour engaged by Sub-Contractors in connection with the said works as if the labourers had been directly employed by him.

### **9.3 Notices:**

The Contractor shall before he commences the work, display, and correctly maintain in a clean and legible condition at a conspicuous place on the Site, notices in English and in a language spoken by the majority of the workers, stating therein the rate of wages which have been fixed as fair wages and the hours of work for which such wages are earned and send a copy of such notices to the Architect.

### **9.4 Record of wages etc.**

The Contractor shall maintain records of wages and other remuneration paid to his employees in such form as may be convenient and as per the requirements of the PMC/ Employer/ Architect and the Conciliation Officer (central), Ministry of Labour Government of India, or such other authorized person appointed by the central or State Government and the same shall include the following particulars of each worker :

- a) Name, worker's number and grade;
- b) Rate of daily or monthly wage;
- c) Nature of work on which employed;
- d) Total number of days worked during each wage period;
- e) Total, amount payable for the work during each wage period; All deductions made from the wage with details in each case of the ground for which the deduction is made;
- f) Wage actually paid for each wage period.
- g) The Contractor shall provide a Wage Slip for each worker, employed on the Works.
- h) The Wage records and Wage Slips shall be preserved for at least 12 (twelve) months after the last entry for Inspection of Wage Records.

- i) The Contractor shall allow inspection of the aforesaid Wage Records and Wage Slips to the Architect/ PMC and to any of his workers or to his agent at a convenient time and place after due notice is received, or to the Employer or any other person authorized by him on his behalf.
- j) The Employer/ Architect or any other person authorized by them on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of the Fair Wages Clause. He shall also have the power to investigate into any complaint regarding any default made by the Contractor or Sub-Contractor in regard to such provision.
- k) No party shall be represented by a legal practitioner in any investigation or inquiry under this Clause, unless Architect/Employer agree otherwise.

## **9.5 Safety Provisions:**

The Contractor shall comply with all the precautions as required for the safety of the workmen by the I.L.O. Convention No. 62 as far as they are applicable to the Contract and as per clause 7.83 above. The Contractor shall provide all necessary safety appliances, gears like goggles, helmets, masks, etc. to the workmen and the staff.

### **9.5.1 PERSONAL SAFETY EQUIPMENTS**

- a) All necessary personal safety equipment as considered adequate by the site Engineer/ PMC should be kept available for the use of the person 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.
- b) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
- c) Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes shall be provided with protective goggles.
- d) Those engaged in welding works shall be provided with welder's protective eyesight lids.
- e) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- f) 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 manholes and the manholes so. Opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public.
- g) The Contractor shall not employ men below the age of 18 years and women on the work of painting with products containing lead or any toxic material in any form. Wherever men above the age of 18 are employed on the work of such painting the following precautions should be taken:
  - h) No paint containing lead or lead products shall be used except in the form of paste or readymade paint. Paints like vinyl and epoxies having toxic fumes should be applied after following all precautions laid down by manufacturers.
  - i) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.
  - j) Overalls shall be supplied by the Contractor to the workmen and adequate facilities shall be provided to enable the working painters to wash during the cessation of work.
  - k) When the work is done near any public place where there is risk of drowning, all necessary equipments should be provided and kept 'ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

### **9.5.2 HOISTING MACHINES**

Use of hoisting machines and tackle including their attachments anchorage and supports shall conform to the following standards or conditions:

- a) These shall be of good mechanical constructions sound material and adequate strength and free from patent defect and shall be kept in good repair and in good working order.
- b) Every rope used in hoisting or lowering materials or as 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 shall be in charge of any hoisting machine including any scaffolding winch or give signals to operator.
- d) In case of every hoisting machine and of every chain ring hook, shackle shovel and pulley block used in hoisting or as means of suspension the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load, each safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
- e) In case of departmental machines, the safe working load shall be notified by the Site Engineer/ PMC. As regards Contractor's machines, the Contractor shall notify the safe working load of the machine to the PMC whenever he brings any machinery to site of work and get it verified by the PMC concerned.
- f) Motors, 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 of the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulated mats, wearing apparel, such as gloves, sleeves and boots as may be necessary, should be provided. The workers should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
- g) All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.
- h) These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the Contractor.
- i) To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the Contractor shall be open to inspection by the Labour Officer, Engineers of the Department or their representatives.
- j) Notwithstanding the above clauses, there is nothing in these to exempt the Contractor from the operations of any other Act or Rule in force in the Republic of India.
- k) The Contractor shall at his own expense provide footwear for all labour engaged on concrete mixing work and other types of work involving the use of tar, cement, etc., to the satisfaction of the Engineer or his representative, and on his failure to do so, the Employer shall be entitled to provide the same and recover the cost from the Contractor

### **9.5.3 First Aid:**

At every workplace, there shall be maintained in a readily accessible place first aid appliances including an adequate supply of sterilized dressings and sterilized cotton wool as prescribed in the Factory Rules of the State in which the work is carried on. The appliances shall be kept in good order and, in large workplaces; they shall be placed under the charge of a responsible person who shall be readily available during working hours.

At large workplace, where hospital facilities are not available within easy distance of the works, First Aid Posts shall be established and be run by a trained compounder. Where large



workplaces are remotely situated and far away from regular hospitals, an indoor ward shall be provided with one bed for every 250 employees.

Where large work place are situated in cities, towns or in their suburbs and no beds are considered necessary owing to proximity of city or town hospitals, suitable transport shall be provided to facilitate removal of urgent cases to these hospitals. At other workplaces, some conveyance facilities shall be kept readily available to take injured person or persons suddenly taken seriously ill, to the nearest hospital.

At large workplace, there shall be provided and maintained an ambulance room containing the prescribed equipment and in the charge of such medical and nursing staff as may be prescribed. For this purpose, the relevant provisions of the Factory Rules of the State Government of the area, where the work is carried on, may be taken as the prescribed standard.

#### **9.6 Accommodation for Labour:**

The Contractor shall during the progress of the work provide, erect and maintain necessary temporary living accommodation and ancillary for labour at his own expenses to the standards and scales as approved by the Architect/ PMC

#### **9.7 Drinking Water:**

In every workplace, there shall be provided and maintained at suitable places, easily accessible to labour, a sufficient supply of water fit for drinking.

Where drinking water is obtained from an intermittent public water supply, each workplace shall be provided with storage where drinking water shall be stored. Every water supply storage shall be at a distance of not less than 15 meters from any latrine, drain or other source of pollution. Where water has to be drawn from an existing well, which is within such proximity of latrine, drain or any other source of pollution, well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap door which shall be dust-proof and water-proof.

A reliable pump shall be fitted to each covered well. The trap door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.

#### **9.8 Washing and Bathing Places:**

Adequate washing and bathing places shall be provided separately for men and women. Such places shall be kept in clean and drained condition.

#### **9.9 Latrines and Urinals:**

Except in workplaces provided with water/ flushed latrines connected with a water borne sewage system, all latrines shall be provided with receptacles on dry-earth system which shall be cleaned at least four times daily and at least twice during working hours and kept in a strictly sanitary condition. Receptacles shall be tarred inside and outside at least once a year.

If women are employed, separate latrine and urinals, screened from those for men and marked in the vernacular in conspicuous letters. "For Women Only" shall be provided on the scale laid down in rule (vi). Those for men shall be similarly marked "For Men Only". A poster showing the figures of a man and a woman shall also be exhibited at the entrance to latrines for each sex. There shall be adequate supply of water, close to latrines and urinals

## **PROFORMA & ANNEXURES**

**ANNEXURE – 10.01 EMPLOYING CONTRACT LABOUR**

**ANNEXURE – 10.02 REGISTER OF CONTRACTORS**

**ANNEXURE – 10.03 NOTICE OF COMMENCEMENT /COMPLETION OF CONTRACT WORK**

**ANNEXURE – 10.04 FORMAT OF ANNUAL RETURN OF THE PRINCIPAL EMPLOYER TO BE SENT TO THE REGISTERING OFFICER**

**ANNEXURE – 10.05 MONTHLY PROGRESS REPORT**

**ANNEXURE – 10.06 RECEIPT OF MATERIALS AT SITE ( MONTHLY)**

**ANNEXURE – 10.07 FORMAT FOR RUNNING A/C BILL**

**ANNEXURE – 10.08 FORMAT OF UNDERTAKING IN CONNECTION WITH PAYMENT OF ADVANCE ON MATERIALS BROUGHT BY THE CONTRACTOR TO THE SITE**

**ANNEXURE – 10.09 CERTIFICATE OF PAYMENT BY PMC / ARCHITECT**

**ANNEXURE – 10.10 HINDRANCE REGISTER**

**ANNEXURE – 10.11 FORMAT OF GUARRANTEEE : ANTI-TERMITE TREATMENT**

**ANNEXURE – 10.12 FORMAT OF GUARRANTEEE : WATER PROOFING WORKS**

**ANNEXURE – 10.13 SITE ORDER BOOK**

**ANNEXURE – 10.14 PROFORMA FOR APPLICATION FOR EXTENSION OF TIME LIMIT**

**ANNEXURE – 10.15 FORMAT FOR RECOMMENDING EXTENSION OF TIME.**

**ANNEXURE – 10.16 FORMAT OF LETTER GRANTING EXTENSION OF TIME**

**ANNEXURE – 10.17 DETAILS OF INSURANCE POLICIES**

**ANNEXURE – 10.18 LIST OF MINIMUM STAFF REQUIRED AT SITE**

**ANNEXURE – 10.01**

**PROFORMA OF APPLICATION FOR REGISTRATION OF ESTABLISHMENT  
EMPLOYING CONTRACT LABOUR**

1.	Name and location of the Establishment.	
2.	Postal address of the Establishment.	
3.	Full name and address of the Principal Employer. (furnish father's name in the case of individuals)	
4.	Full name and address of the Manager or the person responsible for the supervision and control of the Establishment.	
5.	Nature of work carried on in the Establishment.	
6.	Particulars of Contractors and Contract Labour:	
(a)	Names and address of the Contractors.	
(b)	Nature of work in which contract labour is employed or is to be employed.	
(c)	Maximum number of contract labour to be employed on any day through each Contractor.	
(d)	Estimated date of commencement of each contract work under Contractor.	
(e)	Estimated date of termination of employment of contract labour under each Contractor.	
7.	Particulars of treasury receipt enclosed. (Name of the treasury, amount and date)	

I hereby declare that the particulars given above are true to the best of my  
knowledge and belief.

Principle Employer

Seal and Stamp

.....

**ANNEXURE -10.02**

**PROFORMA OF REGISTER OF CONTRACTORS**

1. Name And Addresses Of The Principle Employer \_\_\_\_\_
2. Name and address of the establishment \_\_\_\_\_

Sr. No..	Name and address of the Contractor	Nature of work on contract	Location of contract work	Period of Contract		Maximum Number of workmen employed by the Contractor
				From	To	

**ANNEXURE – 10.03**

**PROFORMA OF NOTICE OF COMMENCEMENT/ COMPLETION OF CONTRACT WORK**

1. Name and principle employer & address

2. No. and date of certificate of registration

3. I /we hereby intimate that the contract work  
\_\_\_\_\_ (Name of work) given to  
\_\_\_\_\_ (Name and address of  
the Contractor) having License No. \_\_\_\_\_ dated  
\_\_\_\_\_ has commenced/ has been completed with effect from  
\_\_\_\_\_ (date)/ on \_\_\_\_\_ (date).

Signature of the Principle Employer

The Inspector,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ANNEXURE – 10.04**

**FORM XXV:FORMAT OF ANNUAL RETURN OF THE PRINCIPAL EMPLOYER TO BE SENT TO THE REGISTERING OFFICER**

Sr. No		Year Ending 31st December.....
1	Full name and address of the Principal employer	
2	Name of the Establishment. ( a ) District ( b ) Postal Address ( c ) Nature of operation/industry/work carried on	
3	Full name of the Manager or person responsible for supervision control of the Establishment.	
4	Number of Contractors who worked in the establishment during the year (Given details as per pro forma below).	
5	Nature of work/operations on which contract labour was employed.	
6	Total number of days during the year on which contract labour was employed.	
7	Total number of man days worked by contract labour during the year.	
8	Maximum number of workmen employed directly on any day during the year.	
9	Total number of days during the year on which direct labour was employed.	
10	Total number of man days worked by directly employed workmen.	
11	Changes, if any, in the management of the establishment, its location or any other particulars furnished to the Registering Officer in the application for Registration indicating also the dates.	

Place\_\_\_\_\_

Date\_\_\_\_\_

Principal Employer

Name .....

**ANNEXURE – 10.05**

**PROFORMA OF MONTHLY PROGRESS REPORT**

Name of work :

Progress report for the month :

Report No:

Sr. No.	Description	Details of location where works is done	Approximate quantity executed
<b>A.</b>	<b>GENERAL BUILDING WORK.</b>		
	Foundation work		
	Reinforcement fabrication		
	Shuttering work		
	Reinforced cement concrete		
	Masonry work		
	Wood work / Window Work		
	Plastering work		
	Flooring work		
	Glazing work		
	Roof treatment work		
	Painting work		
	Or other as per the work carried out		
<b>C.</b>	<b>Security equipment work</b>		
<b>D.</b>	<b>Sanitary and plumbing work:</b>		
	Water supply		
	Drainage work		
	Fitting and fixtures		
	Sewage work		
<b>E.</b>	<b>Electrical installation work</b>		
<b>F.</b>	<b>Air-conditioning work</b>		
<b>G.</b>	<b>OTHER TRADES</b>		

**ANNEXURE-10.06****RECEIPT OF MATERIALS AT SITE**

Sr. No.	Description	Opening Balance	Receipt during month	Consumption during month	Closing balance	Total quantity received till date
1	Cement (M.T.)					
2	Mild steel (M.T.)					
3	Tor steel (M.T.)					
4	Coarse aggregate (cu.mt.)					
5	Fine aggregate (cu.mt.)					
6	Teak wood (cu.mt.)					
7	Bricks (Nos.)					
8	Tiles (Nos.)					

Sr. No.	Description of work	Date of commencement	Due date of completion	Percentage progress achieved
	General building work			
	Security equipment work			
	Pest control treatment work			
	Sanitary & Plumbing work			
	Electrical work			
	Air-conditioning work			
	Other work			



**ANNEXURE – 10.07****I – FORMAT FOR RUNNING A/C BILL**

1. Name of Contractor / Agency
2. Name of work
3. Sr. No. of this bill
4. No. and date of previous bill
5. Reference to Agreement No.
6. Date of written order to commence
7. Date of completion as per agreement

Sr. No.	Item Description	Unit	Rate (Rs.)	Tendered Amount (Rs.)
1	2	3	4	5

Upto previous R/A. Bill		Upto date (Cumulative)		Present Bill		Remarks
Qty.	Amount (Rs.)	Qty	Amount (Rs.)	Qty.	Amount (Rs.)	
6	7	8	9	10	11	12

Note: 1) if part rate is allowed for any item, it should be .....indicated with reasons for allowing such a rate

2)if adhoc payment is made, it should be mentioned specifically

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

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

Total value of materials at site.

Secured Advance @ \_\_\_\_\_ % of above value B

CERTIFIED (i) that the materials mentioned above have actually been brought by the contractor to the site of the work and no advance on any quantity of any of this item is outstanding on their security

(ii) that the materials are of imperishable nature and are all required by the contractor for use in the work in connection with the items for which rates of finished work have been agreed upon.

Dated signature of Site Engineer  
preparing the bill

Designation \_\_\_\_\_

Dated signature of Bank's  
Architects

(Name of the Architects)

\_\_\_\_\_

Dated signature of Contractor

**CERTIFICATE**

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

Signature and Date of contractor

Signature and date of Architect's representative

Signature and date of the Site Engineer

(seal)

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

Architect Site Engineer

Bank's Engineer

## **ANNEXURE – 10.08**

### **FORMAT OF UNDERTAKING IN CONNECTION WITH PAYMENT OF ADVANCE ON MATERIALS BROUGHT BY THE CONTRACTOR TO THE SITE**

The Undertaking made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between the State Bank of India, \_\_\_\_\_ and having its \_\_\_\_\_ office at \_\_\_\_\_ (hereinafter called the Bank ) of the one part and \_\_\_\_\_ (hereinafter called the contractors of the other part).

The Bank and the Contractors have entered into an Agreement dated \_\_\_\_\_ hereinafter called as the said agreement and in terms of Clause No. \_\_\_\_\_ of the conditions in the agreement, the Bank has agreed that the Contractors will be paid an advance of 75% of the cost of non-perishable building materials brought by the Contractor to the site for consumption in the works at the discretion of the Bank.

The Contractors have applied to the Bank that they be allowed advances on the security of materials absolutely belonging to them and brought by them to the site of work. The Bank has agreed to do so on the terms and conditions hereinafter set out.

Now this Letter of Undertaking witnesses that in consideration of the said agreement and in consideration of the amount paid / payable to the Contractors by the Bank and./ or any further advances as may be made to the Contractors as aforesaid, the Contractors hereby agree with the Bank and undertake as under :

(i) The amount advanced by the Bank to the Contractors as aforesaid and all or any further sum or sums advanced as aforesaid shall be employed by the Contractors in or towards expediting the execution of the said works and for no other purpose whatsoever.

(ii) That the materials which have been offered to and accepted by the Bank as security are absolutely the Contractor's own property and free from encumbrances of any kind and the Contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the Contractors indemnify the Bank against all claims to any materials in respect of which an advance has been made to them as aforesaid.

(iii) That the materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereinafter called the said materials) shall be used by the Contractors solely in the execution of the said works in accordance with the directions of Deputy General Manager (Premises) / Assistant General Manager (Premises & Estate) of the Bank and in accordance with the terms of the said agreement.

(iv) That the Contractors shall take at their own cost all the necessary and adequate arrangement for the proper watch, safe custody and protection against all risks of the said materials and that until used in construction as aforesaid, the said materials shall remain at the site of the said works in the Contractor's custody and on their own responsibility and shall at all times be open to inspection to the Bank 's Engineers or any Officer authorized by the Bank. In the event of the materials or any part thereof being stolen, destroyed or damaged, the Contractor will further replace the same with other materials of like quality or repair and make good the same as required by the Bank.

(v) That the said materials shall not or on any account be removed from the site of the said works except with the written permission of the Deputy General Manager (Premises) / Assistant General Manager (Premises & Estate) the Bank.

(vi) That the advances shall be repayable in full when or before the Contractors receive payment from the Bank of the price payable to them for the said works under the terms and the provisions of the said agreement provided that if any intermediate payments are made to the Contractors on account of work done, then on occasion of each such payment, the Bank will be at liberty to make a recovery from the Contractor's bill for such payment by deducting therefrom the value of the said materials then

actually used in the construction and in respect of which recovery has not been made previously, the value for this purpose being determined in respect of each description of materials at the rates at which the amounts of the advances made under these presents were calculated.

(vii) That if the Contractors shall at any time make any default in the performance or observance in any respect of any of the terms and provisions of the said agreement or of these presents, the total amount of advance or advances that may still be owing to the Bank, shall immediately, on the happening of such default, be repayable by the Contractors to the Bank together with interest thereon at 12% per annum from the date or respective dates of such advance or advances to the date of repayment and with all costs, charges, damages and expenses incurred by the Bank in or for the recovery thereof or the enforcement of this security or otherwise by reason of the default of the Contractors and the Contractors hereby covenant and agree with the Bank to repay and pay the same respectively to him accordingly.

(viii) That the Contractors hereby charge all the said materials with the repayment to the Bank of the sum or sums advanced as aforesaid and all costs, charges, damages and expenses payable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the powers contained therein if any whenever the covenant for payment and repayment hereinabove contained shall become enforceable and the money owing shall not be paid in accordance therewith, the Bank may at any time thereafter adopt all or any of the following courses as he may deem best :

(ix) (a)Seize and utilize the said materials or any part thereof in the completion of the said works on behalf of the Contractors in accordance with the provisions in that behalf contained in the said agreement debiting the Contractor with the actual cost of effecting such completion and the amount due in respect of advances under these presents and crediting the Contractors with the value of work done as if he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the Contractors, they are bound to pay the same to the Bank on demand.

(b)Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale, retain all the sums aforesaid repayable or payable to the Bank under these presents and pay over the surplus (if any) to the Contractor.

(c)Deduct all or any part of the money owing out of the Security Deposits or any sum due to the Contractor under the said agreement.

(x) That except in the event of such default on the part of the Contractors as aforesaid, no interest shall be payable on the said advance.

(xi) That in the event on any conflict between the provisions of these presents and the said agreement, the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction of effect of these presents the settlement of which has not been herein before expressly provided for the same shall be referred to the Officer-in-Charge, Premises Department, whose decision shall be final and no appeal shall lie against his decision before any court, arbitrator or authority.

(xii) The provision of this Undertaking shall be deemed to be supplemental to the said agreement.

IN WITNESS WHEREOF the Contractors have set their hands to these presents the day and year first hereinabove written.

Signed, sealed and delivered by the said contractors in the presence of

Witness 1 :Signature  
Name  
Address

Witness 2:Signature  
Name  
Address

**ANNEXURE - 10.09**

**PROFORMA OF CERTIFICATE OF PAYMENT BY PMC/ ARCHITECT**

Certificate No. Interim /	Dated	
Client:	Project No.	Building Work/ Interior Work
	Particulars:	
Contractor:	Contract / Letter No.	Dated:
	Contract's Bill No.	Dated:

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

Advance against contract:  
Less: Advance adjusted to date  
Balance Advance  
Advance against material delivered at site  
Amount of work done to date  
Total Rs.....  
Less: Retention on work done Rs.....  
Less: Previously certified up to Rs.....  
Present Certificate (\*) Rs.....

Rupees \_\_\_\_\_

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

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

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

---

Remarks, if any

the details of insurance policy are enclosed .

---

**Signature of Architects**

Enclosures: Bill

## **ANNEXURE – 10.10**

### **PROFORMA OF HINDRANCE REGISTER**

Name of the work:

Date of start of work:

Name of Contractor:

Period of Completion:

Agreement No.:

Date of completion:

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

---

PMC – Project Management Consultant

#### **ANNEXURE- 10.11**

#### **FORMAT OF GUARANTEE TO BE EXECUTED BY THE FIRM/ CONTRACTOR IN RESPECT OF THE WORK OF PRE-CONSTRUCTION ANTI-TERMITE TREATMENT**

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_ 2023 between \_\_\_\_\_ having its Head Office at \_\_\_\_\_ (herein after called "the Employer") of the one part and \_\_\_\_\_ (herein after called "the Guarantor") of the other part.

WHEREAS THIS AGREEMENT is supplementary to a contract (hereinafter called the contract dated \_\_\_\_\_ and made between the Employer of the one part and the Guarantor of the other part) whereby the Firm / Contractor inter alia undertook to render the building / structure completely free from any infestation of termites. And whereas the Guarantor agreed to give guarantee to the effect that the said building / structure shall remain free from any infestation of termites for a minimum period of ten years from the date of completion of pre-construction anti-termite treatment carried out as per the relevant I.S.Code.

Now the Guarantor hereby agrees to make good all defects and render the building / structure free from any infestation of termites, during this period of guarantee and to the satisfaction of the Employer. The Guarantor also agrees to take up such rectification work at his own cost, and within one week from the date of issue of notice from the Employer, calling upon him to rectify the defects. The decision of the employer as to the cost payable by the Guarantor will be final and binding, in case the Guarantor fails to commence the work as per above notice and the work is got done through some other Contractor. That if the Guarantor fails to execute the pre-construction anti-termite treatment or commits breach there under then the Guarantor will indemnify the principal and his successors against all loss, damage caused, expense or otherwise which may be incurred by him by any reason of any default on the part of the Guarantor in performance and observance of this agreement. As to the amount of loss and/or damage and/or cost incurred by the Employer the decision of the Employer will be final and binding.

In witness where of these presents have been executed by the obligator \_\_\_\_\_ and by \_\_\_\_\_ and for on behalf f the Employer on the ay, month and year first above written.

Signed, and delivered by \_\_\_\_\_ by the hands of Shri \_\_\_\_\_ in the presence of \_\_\_\_\_

Signed and delivered by the hand of \_\_\_\_\_ in the presence of \_\_\_\_\_

## **ANNEXURE– 10.12**

### **FORM OF GUARANTEE IN RESPECT OF WATER PROOFING WORKS**

The Agreement made this .....day of .....two thousand and seventeen between ..... (Hereinafter called the Guarantor of the one part) and the Asst. General Manager, L.H.O ,Premises & State Department, 5<sup>Th</sup> Floor, Delhi ( hereinafter called the other part.)

WHEREAS THIS agreement is supplementary to a contract (hereinafter called the Contract ), dated ..... and made between the GUARANTOR OF THE ONE part and STATE BANK OF INDIA other part, where by the Contractor, inter alia , undertook to render the buildings and structures in the said contract recited completely water and leak-proof.

AND WHEREAS THE GUARANTOR agreed to give a guarantee to the effect that the said structures will remain water and leak-proof for 10 years from the date giving of water proofing treatment.

NOW THE GUARANTOR hereby guarantees that water proofing treatment given by him will render the structure completely leak-proof and the minimum life of such water proofing treatment shall be 10 years to be reckoned from the date after the maintenance period prescribed in the contract.

Provided that the guarantor will not be responsible for leakage caused by earthquake or structural defects or misuse of roof or alteration and for such purpose.

(a) Misuse of roof and other water proofed surface shall mean any operation which will damage proofing treatment, like chopping of firewood and things of the same nature which might cause damage to the water proof surface.

(b) Alteration shall mean construction of any additional work by removing the water proofing treatment in parts.

(c) The decision of the Architect/ PMC with regard to cause of leakage shall be final.

During this period of guarantee, the guarantor shall make good all defects and in case of any defect being found render the building water proof to the satisfaction of the Architect/ PMC at him cost and shall commence the work for such rectification within seven days from the date of issue of the notice from the Architect/ PMC calling upon him to rectify the defects failing which the work shall be got done by the owner by some other Contractor at the GUARANTOR's cost and risk. The decision of the Architect/ PMC as to the cost, payable by the Guarantor shall be final and binding.

That if Guarantor fails to execute the water proofing or commits breach there under, then the Guarantor will indemnify the Principal and his successors against al lose, damage, cost expense or otherwise which may be incurred by him by reason of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement As to the amount of loss and/or cost incurred by the Owner the decision of the Architect/PMC will be final and binding on the parties.

IN WITNESS WHEREOF these presents have been executed by the obligor ..... and by ..... And for and on behalf of the Asst. General Manager, L.H.O ,Premises & State Department, 5<sup>Th</sup> Floor, Delhi, on the day, month and year first above written.

SIGNED, SEALED AND delivered by OBLIGOR in the presence of ----

- 1.
- 2.

SIGNED FOR AND ON BEHALF OF THE STATE BANK OF INDIA BY .....  
In the presence of ----

- 1.
- 2.



**ANNEXURE- 10.13**

**FORMAT OF SITE ORDER BOOK**

Name of the work\_\_\_\_\_

Date of Commencement\_\_\_\_\_

<b>Sr. No</b>	<b>Remarks/ Instructions of the site Engineer/ Architect</b>	<b>Dated Initials of site Engineer/ Architect</b>	<b>Initials of the Contractor for having received the instructions</b>	<b>Action taken with date</b>	<b>Dated initials of the site Engineer</b>	<b>Remarks of the Architects PMC/C.C. Officials</b>

**ANNEXURE - 10.14****PROFORMA FOR APPLICATION OF EXTENSION OF TIME LIMIT**

1.	Name of Contractor			
2.	Name of the work as given in the agreement			
3.	Agreement No.			
4.	Estimated Tender amount.			
5.	Date of Commencement of work as per Agreement.			
6.	Period allowed for completion of work as per agreement.			
7.	Date of completion stipulated in Agreement.			
8.	Period for which extension of time has been given previously:	<u>Date</u>	<u>Month</u>	<u>Year</u>
(a)	1 <sup>st</sup> extension vide Architects/ bank letter no.			
(b)	2 <sup>nd</sup> extension vide Architects/ bank letter no.			
(c)	3 <sup>rd</sup> extension vide Architects/ bank letter no.			
(d)	4 <sup>th</sup> extension vide Architects/ bank letter no.			
9.	Reasons for which extensions have been previously given ( copies of the previous application should be attached )			
10.	Period for which extension is applied for :			
11.	Hindrances on account of which extension is applied for with dates on hindrances occurred and the period for which these are likely to last :			
(a)	Serial No.			
(b)	Nature Of Hindrance:			
(c)	Date of Occurrence:			
(d)	Period for which is likely to last :			
(e)	Period for which extension required for this particulars hindrance:			
(f)	Overlapping period if any , with to item (e) above			
(g)	Net extension applied for :			
(h)	Remarks if any			
12.	Extension of time required for extra work			
13.	Details of extra work and amount involved :			
(a)	Total value of extra work :			
(b)	Proportionate period of extension time on estimated amount put tender			
14.	Total extension time required for 11 & 12 :			

Signature \_\_\_\_\_ of \_\_\_\_\_

Contractor

Recommendations of Architects

Signature of Architect

**ANNEXURE- 10.15**

**FORMAT FOR RECOMMENDING EXTENSION OF TIME**

**EXTENSION OF TIME PERIOD FOR THE WORK OF.....**

<b>1.</b>	Name of work & E.C. sanction	
<b>2.</b>	Name of Contractor	
<b>3.</b>	Contract Cost	
<b>4.</b>	Date & Reference of Letter of Intent / work order	
<b>5.</b>	Date of start of work(As per Letter of Intent / work order)	
<b>6.</b>	Time period as per tender	
<b>7.</b>	Scheduled Date of completion	
<b>7.A</b>	Interim schedule if any	
<b>8.</b>	No. of extensions	
<b>9.</b>	Date & Reference of last extension.	
<b>10.</b>	Reasons for delay and period of delay for each reason including corrective action taken by Bank/Architect (quote & attach references wherever necessary) i) ii)etc	
<b>11.</b>	Total delay due to above	.....days.
<b>12.</b>	Responsibility for each reason for delay (a) Bank (b) Architect (c) Contractor (d) unforeseen circumstance (e) force measures etc. and corrective action not been taken (Attach references of letters etc.).	
<b>13.</b>	Present status of work – Physical progress, % progress & cost of work remaining/ incomplete.	
<b>14.</b>	Any interim schedule / milestone achieved.	
<b>15.</b>	Any other hold/restraint envisaged in the completion of the remaining work. suggest corrective actions necessary.	
<b>16.</b>	Recommendation for the no. of days of extension along with reasons.	
<b>17.</b>	Financial loss to the Bank if any due to this Extension and recommendations for liquidated damages if justifiable (State reasons)	

**ANNEXURE-10.16**

**FORMAT OF LETTER GRANTING EXTENSION OF TIME**

To

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

**Construction at \_\_\_\_\_ work- Extension of Time**

Refer your letter No. \_\_\_\_\_ dated \_\_\_\_\_ in connection with the grant of extension of time for completion of the captioned work. The date of completion of the above mentioned work is \_\_\_\_\_ as stipulated in the contract. Extension of time for completion of the work up to \_\_\_\_\_ is, hereby granted by the Bank without prejudice to the right of the Bank to recover liquidated damages in accordance with the provisions of the contract.

Notwithstanding the extension hereby granted, time is and shall continue to be the essence of the said contract.

Yours Faithfully,

Architects

**ANNEXURE-10.17**

**DETAILS OF INSURANCE POLICIES**

<b>Type of policies</b>	<b>Name of Insurance</b>	<b>Amount Rs.</b>	<b>Policy No.</b>	<b>Validity</b>
CAR policy including 3rd party liability				
Workmen's Compensation				

Remarks :

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

**Architects.....**

**ANNEXURE-10.18****LIST OF MINIMUM STAFF REQUIRED AT SITE**

List of minimum staff to be made			
SR NO	DESIGNATION	QUALIFICATION	NO OF POSTS
1	<b>PROJECT INCHARGE</b>		
		B.E./ B.TECH CIVIL ENGINEER WITH MINIMUM 10 YEARS OF EXPERIENCE IN HIGH RISE BUILDINGS	1
2	<b>ASSISTANT PROJECT IN CHARGE</b>		
2.1	CIVIL WORKS	B.E./B.TECH CIVIL ENGINEER WITH MINIMUM 5 YEARS OR DIPLOMA CIVIL ENGINEER WITH 7 YEARS OF EXPERIENCE IN HIGH RISE BUILDINGS	1
2.2	ELECTRICAL WORKS	B.E./B.TECH ELECTRICAL ENGINEER WITH MINIMUM 5 YEARS OR DIPLOMA CIVIL ENGINEER WITH 7 YEARS OF EXPERIENCE IN HIGH RISE BUILDINGS	1
3	<b>JUNIOR ENGINEER/ SITE ENGINEER</b>		
3.1	CIVIL WORKS	B.E./B.TECH CIVIL ENGINEER WITH MINIMUM 3 YEARS OF EXPERIENCE IN HIGH RISE BUILDINGS OR DIPLOMA IN CIVIL ENGINEERING WITH 5 YEARS OF EXPERIENCE IN HIGH RISE BUILDINGS IN HIGH RISE BUILDINGS	1
3.2	ELECTRICAL WORKS	B.E./B.TECH ELECTRICAL ENGINEER WITH MINIMUM 3 YEARS OF EXPERIENCE IN HIGH RISE BUILDINGS OR DIPLOMA IN ELECTRICAL ENGINEERING WITH 5 YEARS OF EXPERIENCE IN HIGH RISE BUILDINGS IN HIGH RISE BUILDINGS	1
4	<b>SUPERVISORS</b>		
4.1		ITI TECHNICIANS IN CIVIL ENGINEERING WITH MINIMUM 7 YEARS OF EXPERIENCE IN RELEVANT FIELDS	1
4.2		ITI TECHNICIANS IN ELECTRICAL ENGINEERING WITH MINIMUM 7 YEARS OF EXPERIENCE IN RELEVANT FIELDS	1
5	<b>SAFETY WORKS</b>		
5.1	SAFETY-IN-CHARGE	OSHA MEMBER, DIPLOMA IN CONSTRUCTION SAFETY/ RELEVANT WORKS SAFETY FROM GOVT RECOGNISED UNIVERSITY , WITH MINIMUM 5 YEARS OF EXPERIENCE	1

## **APPROVED LIST OF MAKE FOR FAÇADE WORKS AND CIVIL WORKS**

Preferred Brands names of materials, whichever are applicable for the scope of work are listed below. However approved equivalent materials of any other specialized firms may be used, in case it is established that the brands specified below are not available in the market and subject to approval of the alternate brand by the Engineer-in-Charge, (See also conditions of contract) Only BIS marked materials shall be used in the work. Non-BIS marked materials may be permitted by the Engineer-in-charge only when BIS marked materials are not manufactured.

S. No.	Materials	List of Approved Make
1.	Glass Reinforced Concrete (G.R.C) Panels and Jali, screen	Unistone, Ecovision, Dalal GRC, Pearl stone
2.	Aluminum Facade panels/ screen systems	Hunter Douglas, SAS, Gorden, Dampa
3.	Double Skinned Aluminum Honeycomb Panel	Aludecor, Alucore, Alucoband.
4.	Aluminium Composite Panel	Alstrong, Aludecor, Alucobond
5.	Cobble Stone	UNISTONE, ECO VIsion, Dalal GRC, Indo Art
6.	Outdoor grade Parking tile	Kajaria, Somany, RAK, NITCO
7.	Vertical Linear Baffle False Ceiling	Armstrong, Hunter Doglus, Everest, Citizen
8.	Wheel breaker	KK concerte / Vyara / Hindustan / SRC / ECO vision
9.	Drain Cover / Sump pit cover	KK concerte / Vyara / Hindustan / SRC / ECO vision
10.	(i) Ordinary Portland Cement/ Portland Pozzolana Cement.	Ultratech, A.C.C., Ambuja Cement, J.K. Cement
11.	(ii) White Cement	Birla White, J.K. White, ACC
12.	Reinforcement Steel	JSW, SAIL, Tata Steel, Jindal Steel & Power
13.	Admixtures, Plasticizer, Super Plasticizer,	Fosroc, BULWORK, Sika BASF, Ardex Endura (Bal Endura) McCoy Soudal, Asian paints
14.	AAC Blocks	Magicrete, Modcrete Blocks, BILTECH
15.	Structural Steel	SAIL, Tata Steel, Rashtirya Ispat Nigam Ltd (RINL) and JSW Steel Ltd.
16.	Polycarbonate Sheet	LEXAN COVESTRO India Pvt. (Brand name Makrolon), GE Plastic, Tuflite Polymer Limited

17.	Profile Steel Sheet (Precoated)	Ezydeck of TATA, Lloyd Superdesk, JSW, Jindal
18.	Floor Spring & Door Closure	Geze, Dorma, Doorset, Kich
19.	(a) Aluminium Section	Jindal, Mahavir, Bhoruka, BR Extrusion, Hindalco
20.	(b) Anodised Aluminium Hardware (Heavy Duty)	Kinlong, Giessie, Assabloy, Savio, Sotralu
21.	Stainless Steel Accessories etc.	JINDAL, Dorma, Kitch, GEZE, Hardwyn
22.	S.S. Door & Window Fittings	JINDAL, Dorma, Kitch, Doorset, GEZE.
23.	Silicon Based water repellent, weather sealant	GE, Dow Coming, Sikka, Wacker
24.	Poly-Sulphide Sealant	Fosroc, Pidilite (Dr. Fixit), Sika, BASF, Bulwork
25.	Heat Resistive Tiles	Somany Tempshield, Kajaria, Unistone
26.	Ceramic Tiles	Somany, Kajaria, RAK, NITCO.
27.	Vitrified Tiles (Antiskid, Matt, Glazed)	Somany, Kajaria, RAK, NITCO.
28.	Kerb Stone	NTC, Super Tiles, Vyara Tiles
29.	Dash, Anchoring Fasteners	Fischer, Hilti
30.	Cement Based wall putty	Birla Wall care, JK white, Berger, Asian Paints
31.	Oil Bound Washable Acrylic Distemper	Asian Paints: Professional Acrylic Distemper Nerolac: Beauty Acrylic Distemper Berger: Bison Acrylic Distemper Dulux: Maxilite
32.	1 <sup>st</sup> Quality Acrylic Distemper (washable, Ready mix, Low VOC)	Asian Paints: Tractor Aqua Look Paint Berger: Commando Or Equivalent paints of Acro or Dulux.
33.	Plastic Emulsion Paint (Interior)	Asian Paints: Apcolite Heavy Duty Premium Emulsion Paint Nerolac: Impression Berger: Easy Clean Dulux: Super Clean 3 in 1
34.	Acrylic Exterior Emulsion paint	Asian paints Apex Ultima, Nerolac XL Total, Berger Weather coat all guard, Dulux Ultra clean Max
35.	Synthetic Enamel Paint	Asian: Apcolite gloss enamel Nerolac: Synthetic Hi gloss Berger: Luxol Hi gloss Dulux: Gloss Synthetic enamel



36.	Textured Paint	Narolac, Acro, Asian, Spectrum
37.	Cement Primer	Nerolac, Berger, Asian, Dulux
38.	Steel Primer (Red Oxide Zinc Chromate Primer)	Asian, Nerolac, Berger, Dulux
39.	Wood Primer	Asian, Nerolac, Berger, Dulux
40.	Epoxy Paint	Asian, Nerolac, Berger, Akzo Nobel
41.	Fire Paint	Asian Paints, Akzo Nobel, PROMAT, Jotun
42.	Mirror Glass	Atul, Modi Guard, Golden Fish
43.	Powder Coating	Akzo Noble, Jotun, ASIAN, ORBIT
44.	EPDM Gaskets	ALP, Mona, Hanu
45.	SS Hardware for Alumin window and structural glazing	Kinglong, Assabloy, Giessie, Savio, Sotralu
46.	Two point Locking handle	Assabloy, Giessie, Alualpha, Savio, Sotralu
47.	Friction stay	Assabloy, Securitystyle, Giessie, Savio, Sotralu
48.	Clear, Float, Frosted, Refractive, Coated Glass, DGU	Guardian, Pilkington, ASAHI, Saint Gobain
49.	Toughened Glass	Saint Gobain, AIS, Modiguard
50.	Fire Door Hardware	Dorma, Ingersoll Rands Briton, Marshall, Assa Abloy
51.	Panic bar for fire Glass	Ingersoll Rand's Briton Assa Abloy, Marshall, Dorma
52.	Fire Rated Glass	SCHOTT Germany, Asahi India, Pilkington
53.	Suspended false ceiling (Gypsum Board, Calcium Silicate Board)	Saint Gobain USG Boral Gypsum Boards (Thundersteel), Knauf
54.	Tile Adhesive	Bulwark, Latticrete, Bal Endura
55.	Curing Compound (Wax Base)	Soprema, BASF, Bulwark
56.	Metal Ceiling	Armstrong, Durlum, Hunter Douglas
57.	Chemical to be used for 20% E.C. Anti-termite treatment	<b>DE-NOCIL and Bayer</b>
58.	Anti-Termite Treatment Agency	Pest Control India Ltd, Godrej Pest Control, Capital pest control (India)
59.	WPC Doors & Door Frame	Ecoste, Qute Extrusions, Alstone, AL-Satwa
60.	Wall cladding Panels	Durlum, Harsons Green, Dampa, Dexune
61.	Water proofing HDPE Membrane	Asian Paints Limited, SIKA, Dr. Fixit

62.	Geo Textile	Balco USA / Ocean Global/Soprema
63.	Fibre reinforced SRI Coating	Asian paint , Fosroc, Pidilite
64.	Steel Railing	KICH/ Closma /OZONE
65.	uPVC Window/Ventilator and doors	Fenesta / Asahi / Veka
66.	Re-barring Chemicals	Fischer / Wuerth / 3M
67.	Fire Stop & Fire Sealant	Fischer / Birla / 3M

**Note:- Besides the above makes, Banks Engineer / Architect has the right to permit use of any equivalent brand / material matching the specified criteria / quality standards.**

**LIST OF MATERIALS OF APPROVED MAKES/BRAND FOR ELECTRICAL / EXTERNAL FAÇADE LIGHTING WORKS**

The contractor shall use materials in their works subject to inspection prior to dispatch, by Owner or his authorized representative of any materials, as deemed necessary in accordance with the following list. All materials not otherwise specified shall be in accordance with the latest Indian Standard Specification, where such exists and subject to prior approval of Owner/Architect. The contractor shall be bound to offer sample of materials, which are claimed to be conforming to IS Specifications, for testing at an approved Test Laboratory as and when directed by Owner/Architect.

**Contractor shall be bound to supply items of any make of the items as per the choice of the Owner/Architect.**

S.No	Description	Make
1.	Light luminaires of building Facade	Wipro, Signify-Phillips or equivalent
2.	Boundary Wall post top light/ Bollard LED light/ Under water light/Spike light/Pole light etc.	K Lite/ Wipro/ Phillips or equivalent
3.	Changeover switch	HPL / HAVELLS /L & T / ABB/ Schneider
4.	MCCB and Accessories	Legrand/Hager/Schneider/L&T
5.	MCCB/MCB Distribution Board	Legrand / Hager /Schneider/L&T
6.	RCBO, MCB & MCB Isolator	Legrand / Hager/ Schneider/L&T
7.	Current Transformers	AE/KAPPA/SEGC/L & T
8.	KWH Meter (Analog/Digital):	GE /IMP /ABB /L&T
9.	Ammeter & Voltmeter (Analog/Digital)	AE/IMP/MECO/ENERCON/L & T
10.	Selector Switch for Volt-meter/Ammeter	Kaycee/L & T/Siemens
11.	Contactors and Timer (Modular Type)	Legrand / SIEMENS/L&T
12.	PVC Terminals	ESSEN/ELMEX/L&T
13	1.1 KV grade PVC/XLPE aluminium/copper conductor cable (armoured/unarmoured)	GLOSTER / POLYCAB / HAVELL'S or equivalent
14.	1100V grade PVC insulated and sheathed and PVC insulated copper conductor wire/flexible wire	RR-KABEL / V-GAURD /NATIONAL/POLYCAB/ HAVELL'S / Gloster/ KEI
15.	Telephone Wire	RR-KABEL / DELTON / POLYCAB

16.	Cable Lug	Dowells
17.	Cable Gland	Dowells/Power Engg/Comt
18.	Steel Conduit (ISI marked) Black enameled/galvanized	BEC/NIC/AKG
19.	PVC Conduits (MMS)/Channels and accessories	BEC/Plastran/Precision/Polycab/AKG/ Astral
20.	G I Pipe	TATA/ITC/BST/Jindal
21.	Ceiling Rose (3 Plate)	Anchor/Precision/SSK/Rider
22.	15 Amp/5 Amp Piano Key type switch and flushed type plug socket and mounting accessories	Anchor/SSK/PRECISION
23.	20A, 2 Pin and scrapping earth type switch socket and plug socket	Legrand/MK/Havell's/ABB/L&T/ Schneider
24.	Holder	Kay/MMP/EPP/Anchor/Precision/SSK
25.	Modular Type Switch/Socket/ M.S box/plate	Legrand-myrius /Hager-insysta /North- west Nowa /Crabtree-Athena/MK wraparound/Anchor woods
26.	RJ-11 Socket Outlet (Modular)	Legrand-myrius /Hager-insysta /Northwest-Nowa /Crabtree- Athena/anchor woods/ MK wraparound
27.	Indication Lamp ( LED Type)	Legrand/L&T/Siemens
28.	Buzzer/Call Bell	Bajaj/Anchor
29.	Other indoor Light Fittings	Philips//Wipro/Havells/Jaquar
30.	Fans	ORIENT/ Crompton/ Havells/EPC (Heavy duty and high speed with oscillation and speed control)