

Renovation of SBI B5 Clerical Quarters (6-Flats) At Neyveli

NIT No: 04 /19

Date :14.12.2018



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

INVITES TENDERS ON BEHALF OF SBI LHO, CHENNAI.
IN A SINGLE BID THROUGH E-TENDERING PROCESS.

**Civil Contractors who are on the panel of SBI, Chennai Circle, (LHO) in the category of
“Civil Works for Rs.50 lakh & above” are only eligible to apply.**

FOR

**RENOVATION OF B5 CLERICAL QUARTERS (6-FLATS) AT
NEYVELI**

Last date for submission of e-Tender: 3.00 P.M. on –28.12.2018.

Opening of e-Tenders: 3.30 P. M. on---28.12.2018.

Note : Bidder should possess valid digital signature with encryption for participating and bidding in the e-tender.

The Vice President
SBI Infra Management Solutions Pvt. Ltd
Chennai Circle office
4th floor, Circle Top House,
16, College Lane, Chennai - 600 006

Renovation of SBI B5 Clerical Quarters (6-Flats) At Neyveli

Notice Inviting Tenders (NIT No 04 / 19 dated 14.12.2018)

To

All Empaneled Civil Contractors
Civil Category for Rs.50 Lakhs & above

State Bank of India (SBI) invites sealed tenders from the empaneled Civil contractors above Rs.50 lakh category for the following work. The details of tenders are under:		
1.	Name of work	Renovation of SBI B5 Clerical Quarters (6-Flats) At Neyveli
2.	Time allowed for completion	75 Days from the date of issuing work order or date of handing over the site whichever is earlier.
3.	Availability of tender documents	Tender documents may be downloaded from Bank's web site http://www.sbi.co.in under "procurement news " or https://etender.sbi from 14.12.2018 to 28.12.2018.
4.	Earnest Money Deposit (EMD)	Rs.24,000/- (Rupees Twenty Four Thousand only) by DD in favour of SBI, LHO, Chennai payable at Chennai
5.	Tender Fee	Rs.2,400/- in the form of DD in favour of SBI Infra Management Solutions Pvt Ltd, (Non-Refundable) payable at Chennai
6.	Initial Security Deposit	2% of the total Contract value including EMD. To be submitted by the successful bidder before commencement of the work.
7.	Retention Money	Total Retention Money shall be 5% of total Contract value and the same will be deducted at 10% of each running bill will till it reaches 5% of the total Contact value.
8.	Address at which Declaration form and DDs are to be submitted	SBI Infra Management Solutions Pvt Ltd, 4 th Floor, 16, College Lane, Chennai – 600 006. Note : ONLY Declaration and DDs are to be submitted in a sealed cover superscribed as " Renovation of SBI B5 Clerical Quarters (6-Flats) At Neyveli "
9.	Last date and time of receipt of online tenders	Upto 3.00 pm on 28.12.2018. A) ONLY Declaration form and DDs should be physically submitted in a sealed cover superscribed as "Technical bid for Renovation of SBI B5 Clerical Quarters (6-Flats) At Neyveli " at SBI Infra Management Solutions Pvt. Ltd., State Bank of India, 4 th floor, Circle Top House, 16, College Lane, Chennai - 600 006.

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		<p>B) Scan copies of “Declaration form” and DD/BC for EMD and tender cost should be uploaded at https://etender.sbi</p> <p>C) Price bid should be submitted at https://etender.sbi</p> <p>For queries if any, contact: Vice President at 044-28308413 or email at headche.sbiims@sbi.co.in</p>
10.	Date and Time of opening of e-Tenders: (Technical Bid and Price Bid)	<p>(i) Technical bids of all the bids received upto the scheduled date and time will be opened online after 3.00 pm on 28.12.2018 at above office address.</p> <p>(ii) After evaluation of the technical bids, price bids of eligible bidders only will be opened online at 3.30 pm on 28.12.2018.</p> <p>(iii) Technical Bid of those firms / contractors who do not submit the stipulated DDs shall be rejected.</p> <p>Representatives of Bidder may be present during opening of Bids. However Bids would be opened online only in the above date and time even in the absence of any or the entire bidder’s representatives.</p>
11.	Defect Liability Period	12 Months from the date of virtual completion of the project as certified by the consultant
12.	Validity of offer	90 days from the date of issuing work order to the successful contractor
13.	Liquidated damages	0.5% per week or part thereof subject to maximum of 5% of total Contract value.
14.	Agency for arranging e-tender / online bidding.	<p>M/s e-procurement Technologies limited, Ahmedabad.</p> <p>e-tendering guidelines/queries may be obtained/clarified from Mr. Yashraj Sinha Rathod, Business Development Executive. Phone: 079 – 079/68136815 email: yashrajsinh@auctiontiger.net</p>
15.	Value of interim certificate for bill	1/3 of the total Contract value
16.	Additional information if any	The quoted rate should be inclusive of materials, labour, wages, transportation, all taxes (but excluding GST), wastage, temporary preparation works, cleaning, statutory

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		expenses, incidental charges and all related expenses to complete the work.
In case the date of opening is declared as a holiday, the tender will be opened on next working day at the same time.		
State Bank of India / SBIIMS has the right to accept / reject / Split any or all tenders without assigning any reasons.		
For and behalf of SBIIMS M/s. Pithavadian And Partners		

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INSTRUCTIONS TO TENDERERS

1. Submission of BIDs/Tender documents : The Tenders should be submitted online in the website <https://etender.sbi> through M/s. e-Procurement Technologies Ltd, the service provider approved by the Bank for e-tendering. In addition, scanned copy of the **declaration form** given in the last page sealed and signed along with DDs for EMD and tender fee should be submitted online in the website <https://etender.sbi>. **THE TENDER IS NOT REQUIRED TO BE SENT / SUBMITTED TO US IN HARD COPY.**
2. The tenderer must obtain himself on his own responsibility and expenses, all information and data which may be required for the purpose of filling this tender document. The Tenderer is requested satisfy himself regarding the site conditions, transport and communication facilities, labour, the law and order situation, climatic conditions, local authorities requirement, traffic regulations etc. The tenderer will be fully responsible for considering the financial effect of any or all the factors while submitting his tender.
3. Rate quoted shall be excluding GST and the same shall be paid extra over & above the actual value of work, as applicable at the time of interim/final bill payment. L1 tenderer will be evaluated based on final amount excluding GST. As such, all the contractors are advised to quote rates excluding GST component.
4. Tender without EMD/Tender fee as prescribed shall summarily be rejected. EMD of unsuccessful tenderers will be returned/refunded within 3 days of award of Contract.
5. The successful tenderer shall be bound to accept the offer within 3 days of LOI in writing. In case of non-acceptance by L1 tenderer, EMD shall be forfeited.
6. If the offer is accepted, the contractor has to commence the work at the site immediately or when the site is handed over whichever is earlier.
7. Total security deposit shall be 5% of contract value which shall be retained from the final bill of the work. The same shall be released to the contractors after the successful completion of defects liability period as specified in the contract.
8. Work shall be completed in all respect within the stipulated project duration from the date of award of work or handing over of site whichever is later. Time is the essence of contract. Delay in completion shall lead to invoking appropriate penalty clause as per Bank's extant guidelines.
9. In case of delay without proper justification, Bank shall levy Liquidated damages @ 0.5% per each week of delay subject to maximum of 5% over final value of work.
10. Contractors should ensure strict adherence to the tender specifications and shall ensure prior approvals are obtained for all the samples from the Engineer In charge before commencement of any work. Bill/invoice copies justifying basic rates of materials used shall be produced before installation.

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11. The quantity specified in the schedule is only approximate and may vary on either side according to site conditions. However, no item shall be executed exceeding the estimated quantity without prior approval from Engineer In charge.
12. The payment shall be made based on actual measurement after satisfactory verification & completion of items of work.
13. Specification of relevant clause of NBC/CPWD shall be the baseline requirement to execute the items of the work.
14. Contractor shall ensure safety of other residents and properties of society. Any damages caused by the negligence of contractor while execution should be restored & made good by the contractor at his own cost and risk. The Earnest Money will be retained in the case of the successful Tenderer as part of the security deposit for the due fulfillment of the Contract and will be refunded without any interest thereon to the unsuccessful Tenderers within 7 days from the date awarding work to the successful Contractor.
15. The Tenderer will submit their Tender after carefully examining the whole of the Tender documents, conditions of Tender, Conditions of Contract, drawings, specifications, and bill of quantities after inspecting the site.
16. Canvassing in connection with Tender is strictly prohibited and Tender submitted by the Contractors who resort to canvassing are liable to be rejected.
17. Tenders not fulfilling any or all of the conditions prescribed or which are incomplete are liable to be rejected. Bank reserve the right to accept, Split or reject any tender in whole or in part without assigning for any reason.
18. Any discrepancies, omissions, ambiguities in the Tender documents should be intimated in writing before the date of prebid meeting to the office of the Architects and the same will be discussed in the Pre-Bid Meeting. M/s. Pithavadian & Partners, Chennai, who will review the questions and where information sought is not clearly indicated (or) specified the Consultants will issue a clarification to all the Tenders, which will become part of the Contract document.
19. All pages of the Tender documents should be signed and stamp affixed by the Successful Tenderer and only the successful tenderer should submit the Hard copies of Technical and Price bid at SBIIMS office..
20. No part of the bill of quantities (or) drawing should be deleted.
21. Bank / SBIIMS also reserves the right to divide and distribute the work, floor wise/ section wise/ item wise and trade wise and this may please be noted by the Tenderer. In such cases the decision will be solely at the discretion of Bank in consultation with Architects M/s. Pithavadian & Partners, Chennai, including that of assignment of works. Tenderers are advised to ensure strict observance of commercial aspect of this Tender.

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22. The successful Tenderer shall furnish a list of his relatives working with the Employer along with their designations and addresses.
23. No employee of the Employer is allowed to work as a Contractor for a period of 2 years from his retirement from the service under the employer without the previous permission of the Employer. The Contract (awarded) is liable to be cancelled if either the Contractor or any of his Employees is found at any time to be such a person who had not obtained the permission, as afore said before submission of Tender, or engagement in the Contractor service.
24. **Defects liability Period:** 12 months from the date of 'Virtual Completion' certified by the Client/ Architect.
25. The successful Tenderer will enter in to Agreement with Bank as per the standard format within 7 days from the date of receipt of work order (or) the date of handing over the site whichever is later.
26. This Notice Inviting Tenders, Instructions to the Tenderers, General Conditions of Contract, Special Conditions of Contract, and Safety Code and the duly completed will inter alia form part of the Agreement to be executed by the successful Tenderer with the Employer.

Yours faithfully,

**PARTNER,
PITHAVADIAN AND PARTNERS.**

Signature of the Tenderer with seal:

Address:

Date:

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SALIENT CONDITIONS OF CONTRACT

1. The successful Contractors have to furnish a detailed **BAR CHART** indicating their schedule programme for all the major activities within 7 days from the date of written order to commence the work. This **BAR CHART** will be referred for during the progress of the work to establish the periodical land marks of achievement of work. If necessary the revised **BAR CHART** based on the revised scope of work have to be submitted by the Contractor.
2. The electric power required to execute the work would be given by the Bank at a particular point only and the Contractors have to make their own arrangements for tapping the supply at various points. The amount equivalent to **0.15 % of final bill value of total work** done towards the Electrical charges shall be recovered from the Contractors.
3. Contractors will have to make their own arrangement for water. However water could be arranged by the Bank at one point source, if available and the amount equivalent to **0.10 % of final bill value of total work** done towards the water charges shall be recovered from the Contractors after meeting the requirement of Branch / Office.
4. The successful Tenderer should **appoint a Project Engineer** who is well acquainted with the Civil nature of work. He should be in a position to answer for any clarification during site visit by Architect / Client Engineers (**Ref: Clause No.46 of General Conditions of Contract**).
5. The associate agencies to be engaged by the Tenderer to carry out the specialized job like water proofing, Structural Repair etc should have rich or similar experience in the respective field and they have done the similar works in Govt. / Semi Govt. /Banks / Financial institutions etc. The Tenderer should furnish the name of such Agencies along with their experience certificate in Tender Part I-TB.
6. The Tenderers after collecting Tender document should thoroughly study the relevant Civil drawings in relation with BOQ and if any discrepancies to be discussed / written to Architects prior to submission of Tender.
7. Contractors are expected to strictly adhere to the **labour laws** in force from time to time by Central Government. The necessary records should be maintained at site and an amenity to the labours has to be made available at site as per law. The labours should be paid the salary in time as per the minimum wage act. The labour license shall also to be obtained from the authorities concerned.
8. After completion of work the Contractor should prepare **As built drawings** of each trade such as Civil work after modifying the actual drawings issued by the Architect where ever the changes made by SBI/ Architect/ Consultant in the form of three sets of hard copy in colour and one soft copy.
9. The successful Tenderer awarded with the Civil work assumes overall responsibilities and are solely responsible for co-ordination, execution of works by engaging their associate agencies for Civil work and extracting the works from them as per

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specification within the time frame to the satisfaction of Bank/ Architect as per Tender conditions. Any dispute if arise among them to be sorted out / settled at their level. The successful Tenderer is the sole representative for whole Civil work and they/ he is liable for any clauses of this Tender.

10. If the Civil work Contractor are under liquidity crisis or in unpredictable financial crunches or in any other problems and by which the works are stalled due to non payment for the completed works to the Associate agencies engaged by them and the Civil Contractor are not in a position to progress the work further, in the interest and earlier completion of the work Bank have every right to make direct payment to such already declared Associate agencies with written consent of the principle Civil work Contractor. In that event the amount paid to the Associate agencies shall be adjusted while making the actual payment as per the relevant clauses to the Civil Contractors.
11. Necessary insurance policies such as CAR policy/ Workmen's Compensation, Third Party liability to be taken before commencing the work and the original policies to be deposited with Bank.
12. Necessary Labour License to be taken before commencement of work.
13. Bank will not pay any mobilization advance/ material advance and there will not be any escalation for the work.
14. No deviation will be allowed in the material specified.
15. The Tenderer is required to inspect the Site and obtain for himself on his own responsibility and at his own expense all necessary information and particulars to enable him to submit a proper Tender.
16. The Contractor at site verify the dimensions shown in the drawings before he takes up actual manufacture of the several items, making allowances for the actual dimensions that prevail at site
17. If neither the drawings nor the specifications nor the accepted bills of quantities include any part/ parts the intention to include which is never the less clearly to be inferred and which are obviously necessary for the proper completion of the works/ installations, all such parts shall be supplied and executed by the Contractor at no extra charge.
18. Anything contained in one or another of (a) the drawings (b) the specifications and (c) the accepted bills of quantities and not found in the other will be equally binding as if contained in each of them.
19. The work will be done strictly in accordance with specification and drawings and as instructed the Architects/ Client.
20. The descriptions in the bills of quantities are brief and have been compiled as correctly as possible but are not meant to be exhaustive.

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21. The Contractor should arrange for inspection of the sample of each item by the Architects/ Client proceeding with the work of manufacturing other units. The samples should be produced for inspection and approval of the Architects in the stages (1) after the same is assembled and made ready as per the Architect's drawings and (2) after completing the finishing items viz., polishing/ painting etc.
22. It may clearly be noted that the inspection and approval of the items of work at any stage shall not exonerate the Contractor of his responsibilities in respect of the quality of work, workmanship and quality of materials.
23. The work should be completed as per the items specified elsewhere in the document and the rate quoted shall include for doing work round the clock. No extra is payable in this respect.
24. The successful tenderer shall co-ordinate to other agencies engaged by the employer.
25. Specification of relevant clause of NBC / CPWD shall be the base line requirements to execute the items of work
26. Contractor shall ensure safety of other residents and property of society. Any damages caused by the negligence of the contractor while execution should be restored & made good by the contractor at his own cost and risk.

Signature of the Tenderer with seal:

Address:

Date:

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ANN EXURE – I

**NAMES OF ASSOCIATE AGENCIES TO BE ENGAGED BY THE CONTRACTORS
IN EXECUTING THE CIVILWORKS**

S. No	Trade	Name of the Agencies	Address of Agencies with Contact Phone no and Mobile No
1	Civil Work		

Signature of the Tenderer with seal:

Date:

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DECLARATION FORM

(To be sealed, signed, scanned and uploaded in the website at <https://etender.sbi.>)

And

(Hard Copy of the same should be submitted on bidders' letterhead in this office before last date along with DDs)

To
Assistant General Manager & Vice President
SBI Infra Management Solutions Pvt Ltd, 4th Floor,
16, College Lane, Chennai – 600 006

Dear Sir/s,

SUB: Renovation of SBI B5 Clerical Quarters (6-Flats) At Neyveli

.....

1. Having examined the site of work and Drawings, Specifications, General and Special Conditions of Contract, Schedule of Quantities relating to the **Renovation of SBI B5 Clerical Quarters (6-Flats) At Neyveli** prepared by our Architects M/s. Pithavadian and Partners having obtained the Tender invited on behalf of the Bank.
2. I / We, the undersigned, hereby agreed to execute, complete, and maintain the proposed work in strict accordance with the Contract documents for the items described in the Tender at the item rates quoted by us in the Tender.
3. I / We undertake to complete and deliver the total work in **75 Days from the date of issuing work order or date of handing over the site whichever is earlier**. If the work is not completed with stipulated time, we know that the penalty will be executed
4. I / We enclose herewith interest free **Earnest Money Deposit** and this sum shall be forfeited in the event of our failing to execute the Contract when called upon to do so by accepting our Tender in the event of this Tender being accepted, the above-mentioned **Earnest Money** will be converted into part of the Initial Security Deposit 2% of the accepted Tender value. The balance amount of initial Security Deposit shall be deposited by Demand Draft in the name of “**SBI LHO, Chennai**” within 7 days from the date of award letter or before executing the Agreement.
5. I / We are agreeable for a total Retention Money shall be 5% of total Contract value and the same will be deducted at 10% of each running bill will till it reaches 5% of the total Contact value. We also know that no interest shall be payable to the amount retained by the Bank as security Deposit.
6. I / We agree to carry out the work as per approved plan specification terms & Conditions of the tender in the event of the Tender is being accepted.
7. We shall absolve the employer and Architects from any loss, damage, action etc. Rate quoted by us shall be inclusive of all such expenses.

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8. I / We shall furnish the detailed Bar Chart/ PERT chart after receiving the work order indicating our schedule programme for the all the major activities of entire Civil works.
9. I / We shall strictly adhere to follow the labour laws in force from time to time by Central / state Government and other authority etc.
10. I / We -----the bidder(s) for the present project do hereby solemnly declare that our Firm/ Company/ joint Venture/ Consortium is not under liquidation and the said entity is not under court receivership of any similar proceedings under court of any competent jurisdiction at the time of bidding.
11. I/We the undersigned have carefully gone through and clearly understood after visiting the site and the Tender drawings and tender documents comprising of the Notice Inviting Tender to contractors, Terms and conditions of contract, Special Conditions, Specifications and Bill of quantities, agreement, list of approved makes / manufacturers etc.
12. I/We accept all the terms and conditions of tender documents. We will abide by the technical specification mentioned in the tender. We hereby undertake to use only specified materials / make as per tender. In case of successful bidder, we undertake to submit the hard copies of the technical bid and price bid duly sealed and signed on all pages within 24 hours from the opening of price bid.
13. I/We do hereby undertake to execute and complete the whole or part of the work (as mentioned by you) at the respective rates which I/We have quoted for the respective items of the Probable Bill of Quantities
14. I/We are depositing the Earnest Money Deposit along with this tender for due execution of the work at my/our tendered rates together with any variations which shall be adjusted by SBI / SBIIMS at prices based on our tendered rates. I/We shall deposit further sum equivalent to 2% of tender amount, less EMD paid in the event of my/our tender being accepted, towards initial security deposit.
15. In the event of this Tender being accepted I/We agree to enter into an agreement as and when required and execute the contract according to your form of Agreement, within 10 days of receipt of work order, in default thereof, I/We do hereby bind myself/ourselves to forfeit the aforesaid initial security deposit.
16. I/We further agree to complete the work covered in the said schedule of quantities within the time duration mentioned in the work order to commence the work or on which contractor is instructed to take possession of the site, whichever is later.
17. I/We agree not to employ Sub-contractors other than those that may be specifically approved by you / your Architects for this contract work.
18. I/We agree to and to get the work, workers, employees (of contractor, Architect & Employer) engaged on the work at site and all materials at site for execution of the work shall be insured comprehensive insurance including fire/accidents/ rain/ floods/riots/CAR policy (contractor's all risk insurance policy) and the insurance shall

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cover the period from date of start of work to date of actual completion of work plus 3 months. In case part work is taken over by the Employer before final completion of the whole work, such parts may not be covered by the insurance from the date of taking over that part of work by the Employer. Draft Insurance deed will be got vetted by the Architect, before obtaining the same. All the rates quoted by me/ us are inclusive of the same in full and nothing extra shall be claimed anytime on account of any of these.

19. I/We agree to pay Income tax, to be deducted at source, at the rate prevailing from time to time on the Gross value of the work done, and the rates quoted by me/we are inclusive of same.

Yours faithfully,

Signature of Tenderer with seal
(Proprietor / Director / appropriate authority)

Date:

AGREEMENT TO BE SIGNED BETWEEN BANK AND CONTRACTOR

ARTICLES OF AGREEMENT made the day of2018 between

The Assistant General Manager, State Bank of India, Premises & Estate Department, Local Head office, 4th Floor, 16, College Lane, Chennai – 600 006.in the district of Chennai (hereinafter called “the Employer”) which expression shall unless repugnant to the context mean & include its successors & assigns of the ONE PART and M/s.----- in the district of Chennai (hereinafter called “the Contractor” which expression shall unless repugnant to the context mean & include) of the OTHER PART.

WHEREAS the Employer is desirous of “**Renovation of SBI B5 Clerical Quarters (6-Flats) At Neyveli**” as per Schedule I of this Agreement and has caused drawings, bill of quantities, and a specification describing the work to be done as prepared by M/s. Pithavadian& Partners, Chennai. (hereinafter called “the Architects”).

AND WHEREAS the said drawings as per Schedule II including the bill of quantities and the specifications as per Architects’ specifications/ M.D.S.S. / Local PWD Specifications/ Highway Manuals/ The Indian Standard Specifications have been signed by or on behalf of the parties hereto:

AND WHEREAS the Contractor has agreed to execute upon and subject to the conditions set forth in Schedule III hereto attached (hereinafter referred to as “the Said Conditions”) the work shown upon the said drawings and described in the said specification and included in the said bill of quantities for the sum of Rs.----- (Rupees -----).

NOW IT IS HEREBY AGREED AS FOLLOWS:

In consideration of the sum of Rs.-----/- (Rupees ----- only) to be paid at the times and in the manner set forth in the said conditions, the Contractor will upon and subject to the said conditions execute and complete the works shown upon the said drawings and described in the said specification and bill of quantities.

The Employer will pay to the Contractor the said sum of Rs.----- (Rupees ----- only) or such other sum as shall become payable hereunder at the times and in the manner specified in the said conditions.

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The term "The Architects" in the said conditions shall mean M/s. Pithavadian & Partners, Chennai, or in the event of their ceasing to be Architects for the purposes of this Contract, 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 Employer mentioned in the said conditions. The Consultant so appointed subsequently shall be entitled to disregard or overrule any previous decision or approval or direction given or expressed by the Architects for the time being.

The said conditions, specifications, and priced bill of quantities shall be read and construed as forming part of this Agreement, and the parties hereto will respectively abide by and submit themselves to the conditions and stipulations and perform the Agreement on their parts respectively in such conditions, specifications, and priced bill of quantities contained.

This Contract is neither a Fixed Lump Sum Contract nor a Piece Work Contract, but is a Contract to carry out work in respect of the entire work to be paid for according to actual measured quantities at the rates contained in the schedule of rates and probable quantities or as provided in the said conditions.

The Employer on his own through the Consultants/ Architects, reserves to himself the right of altering the drawings and nature of work or adding or omitting any items of work or having portions of the same carried out without prejudice to this Contract.

The Contractors represent that they have experienced and competent staff which will enable them to ensure proper quality check on materials, whether brought by the Contractors or supplied by the Employer to the Contractors, further the Contractors will carry out proper test as required by the specifications and will supervise the day-to-day working and execution of the Contract works.

(b) If the Consultant have any doubt about the quality of any materials or any difficulty in supervision of the day-to-day work, it shall be the duty of the Contractors to report the matter in writing forthwith to the Consultants and, for the time being, to suspend that portion of the work about which difficulty is experienced The Contractors will abide by the direction of the Consultants.

(c) The Contractors are aware though the Consultants will supervise the workday to day this will not absolve the Contractors to perform their obligations under Sub-Clause (a) & (b) above.

(d) The Contractors covenant and warrant that completed items of work as well as the entire work on completion will be in conformity with the specifications and the terms and conditions of this Contract and will be of quality and description as contained in Contract.

e) Time shall be considered as the essence of this Agreement and the Contractors hereby agree to complete the work within **75 Days** from the date of issuing work order or date of handing over the site whichever is earlier.. The said conditions subject, nevertheless, to the provisions of extension of time as contained in the said conditions.

This Agreement and Contract shall be deemed to have been made in Coimbatore and any questions or dispute arising out or in any way connected with this Agreement and Contract

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shall be deemed to have arisen, in Coimbatore and only the court in Coimbatore shall have jurisdiction to determine the same.

The selected Tenderer shall comply with all Rules regulations of statutory authorities and its Fire Department while carrying out the work of the internal additions/alterations in the Bank's Premises, as per the plan prepared by Architects. In case any rules are deviated then such work shall be dismantled and reinstate the same at Contractors cost to the satisfaction of the Architect/ Client.

Contractors have to make all the arrangements for getting required permission/passes for the Labour connected with the project, prior to commencement of the work from the Bank's Authority. "

All the debris lying at site shall be properly stocked and disposed off from time to time out of the municipal limit as per statutory rules in force.

Tarpaulin with scaffolding shall be erected while carrying out the Work to avoid nuisance to working staff, spoiling of Bank's Property and any other Tenderers materials etc. wherever so required.

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GENERAL CONDITIONS OF CONTRACT

1.0 Definitions:

"Contract" means the documents forming the Tender and the acceptance thereof and the formal Agreement executed between State Bank of India (Client) and the Contractor, together with the documents referred therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Architects / Client and all these documents taken together shall be deemed to form one Contract and shall be complementary to one another.

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

- 1.1.1 'SBI' shall mean The Assistant General Manager, State Bank of India, Premises & Estate Department, 4th Floor, 16, College Lane, Chennai – 600 006 and includes the Client's representatives, successors and assigns.
- 1.1.2 SBIIMS shall mean Assistant General Manager & Vice President, State Bank of India Infra Management Solutions Pvt Ltd, 4th Floor, 16, College Lane, Chennai – 600 006

Architects/ Consultants' shall M/s. Pithavadian& Partners, Chennai.

1.1.2 'Site Engineer' shall mean an Engineer appointed by the Architect/ Client as their representative to give instructions to the Contractors.

1.1.3 'The Contractor' shall mean the individual or firm or company whether incorporated or not, undertaking the works and shall include legal personal representative of such individual or the composing the firm or company and the permitted assignees of such individual or firms of company.

The expression 'Civil work more fully described in BOQ and Drawings and the permanent or temporary work described in the "Scope of work" and / or to be executed and recorded in accordance with the Contract and shall include all extra and or additional or altered or substituted items of works as required and required for the performance of the Contract and includes materials, apparatus, equipment, temporary supports, fittings and things of all kinds to be provided, the obligations of the Contractor hereunder and work to be done by the Contractor.

1.1.4 'Engineer' shall mean the representative of the Architect/ Consultant.

1.1.5 'Project Engineer' shall mean the representative of Contractor who will present at site and available at all times while the work is in progress for day to day supervising the works. He is a **Civil work experience** and efficient Engineer in charge, who is approved by the Architect and must thoroughly understand all the trades entailed and be constantly in Attendance, while the person are at work. Any directions, explanations, instructions or notices given by the Architect to such Engineer shall be deemed to be given to the Contractor

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and shall be binding as such on the Contractor. The Project Engineer shall be thoroughly conversant with the English Language and should be able to read, write and-speak English.

1.1.6 'Drawings' shall mean the drawings prepared by the Architects and issued by the Engineer and referred to in the specifications and any modifications of such drawings as may be issued by the Engineer from time to time 'Contract value' shall mean the value of the entire Civil work as stipulated in the letter of acceptance of Tender subject to such additions thereto or deductions there from as may be made under the provision herein after contained.

1.1.7 'Specifications' shall mean the specifications referred to in the Tender and any modifications thereof as may time to time be furnished or approved by the Architect Consultant "Month" means calendar month.

1.1.8 "Week" means seven consecutive days.

1.1.9 "Day" means a calendar day beginning and ending at 00 Hrs and 24 Hrs respectively

CLAUSE

1.0. Language

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

2.0 Errors, omissions and discrepancies

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

i) Between scaled and written dimension (or description) on a drawing, the latter shall be adopted.

ii) Between the written or shown description or dimensions in the drawings and the corresponding one in the specification the former shall be taken as correct.

iii) Between written description of the item in the specifications and descriptions in bills of quantities of the same item, the former shall be adopted.

a) In case of difference between rates written in figures and words, the rate in words shall prevail.

b) Between the duplicate/ subsequent copies of the Tender, the original Tender shall be taken as correct.

3.0 Scope of work:

The Contractor shall carryout, complete and maintains the said work in every respect in strictly accordance with this Contract and with the directions of and to the satisfaction of the Client to be communicated through the Architect/ Consultant. The Architect/Consultant at the directions of the Bank from time to time issue further drawings and/ or written instructions, details directions and explanations which are hereafter collectively referred to as

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Architects/ Consultant's instructions in regard to the variation or modification of the design, quality or quantity of work or the addition or omission or substitution of any work. Any discrepancy in the drawings or between the BOQ and/ or drawings and/ or specifications. The removal from the site of any material brought thereon by the Contractor and any substitution of any other materials therefore the removal and/ or re-execution of any work executed by him. The dismissal from the work of any person employed/ engaged thereupon.

4.0 i) Letter of Acceptance:

Within the validity period of the Tender the Bank 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 SBI and the Contractor.

ii) Contract Agreement:

On receipt of intimation of the acceptance of Tender from the SBI/ Architect the successful Tenderer shall be bound to implement the Contract and within fifteen days thereof he shall sign an Agreement in a non judicial stamp paper of appropriate value. (Rs.100/-)

5.0 Ownership of drawings:

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

6.0 Detailed drawings and instructions:

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

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

7.0 Copies of Agreement

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

8.0 Liquidated damages:

If the Contractor fails to maintain the required progress in terms of respective clause GCC or to complete the work and clear the site including vacating their office on or before the Contracted or extended date or completion without justification in support of the cause of delay, he may be called upon without prejudice to any other right of remedy available under the law to the SBI on account of such breach to pay a liquidated damages at the rate of 0.5%

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per week of the Contract value which subject to a maximum of 5% of the Contract value. The work is delayed beyond 3months the contractor will be terminated from the work.

9.0 Materials, Appliances, and Employees

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

10.0 Permits, Laws, and Regulations:

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

11.0 Setting out Work:

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

12.0 Protection of works and property:

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

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 24.0 at his own cost. The policy may be taken in joint names of the Contractor and the SBI and the original policy may be lodged with the SBI.

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13.0 inspection of work:

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

14.0 Assignment and subletting.

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

However in the Civilnature of works the Contractor after the approval of the Bank/ Architect/ Consultant, the work may be assigned to their associate agencies for the work like AC within the conditions stipulated in the Tender elsewhere in the document.

15.0

(i) 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, labour, and materials as are normally required for examining measuring sampling and testing any material or part of work before incorporation 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

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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.

16.0 Obtaining information related to execution of work

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

17.0 Contractor's superintendence

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

18.0 Quantities

i) The bill of quantities (BOQ) unless or otherwise stated shall be deemed to have been prepared in accordance with the Indian Standard Method of Measurements and quantities. The rate quoted shall remain valid for variation of quantity against individual item to any extent subject to maximum variation of the Contract value by 25%. The entire amount paid under Clause 19, 20 hereof as well as amounts of prime cost and provisional sums, if any, shall be excluded.

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

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19.0 Works to be measured

The Architect/ Consultant may from time to time intimate to the Contractor that the required work to be measured and the Contractor shall forthwith attend or send a qualified representative to assist the Architect in taking such measurements and calculations and to furnish all particulars or to give all assistance required by any of them. Such measurements shall be taken in accordance with the Mode of measurements detailed in the specifications. The representative of the Architect/ Consultant shall take joint measurements with the Contractor's representative and the measurements shall be entered in the measurement book. The Contractor or his authorized representative shall sign all the pages of the measurement book in which the measurements have been recorded in token of his acceptance. All the corrections shall be duly attested by both representatives. No over writings shall be made in the M book should the Contractor not attend or neglect or omit to depute his representative to take measurements then the measurements recorded by the representative of the Architect/ Consultant shall be final. All authorized extra work, omissions and all variations made shall be included in such measurement.

20.0 Variations

No alteration, omission or variation ordered in writing by the Architect/ Consultant shall vitiate the Contract. In case the SBI/ Architect/ Consultant thinks proper at any time/ during the progress of works to make any alteration in, or additions to or omissions from the works or any alteration in the kind or quality of the materials to be used therein, the Architect/ Consultant shall give notice thereof in writing to the Contractor or shall confirm in writing within seven days of giving such oral instructions the Contractor shall alter to, add to, or omit from as the case may be in accordance with such notice, but the Contractor shall not do any work extra to or make any 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 may be.

21.0 Valuation of Variations

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

a) (i) The net rates or prices in the Contract shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced herein.

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

b) The net prices of the original Tender shall determine the value of the items omitted, provided if omissions do not vary the conditions under which any remaining items of works

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are carried out, otherwise the prices for the same shall be valued under sub-clause C hereunder.

c) Where the extra works are not of similar character and/or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items or works are carried out, then the Contractor shall within 7 days of the receipt of the letter of acceptance inform the 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.

d) Where extra work cannot be properly measured or valued the Contractor shall be allowed day work prices at the net rates stated in the Tender of the BOQ or, if not, so stated then in accordance with the local day work rates and wages for the district provided that in either case, vouchers specifying the daily time (and if required by the 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.

e) It is further clarified that for all such authorised extra items where rates cannot be derived from the Tender, the Contractor shall submit rates duly supported by rate analysis worked out 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.

22.0 Final measurement

The measurement and valuation in respect of the Contract shall be completed within 15 days of the virtual completion of the work.

23.0 Virtual completion certificate (VCC)

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

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

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

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

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

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

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

Upon the satisfactory fulfillment by the Contractor as stated above, the Contractor shall be entitled to apply to the Architect/ Consultant is satisfied of the completion of the work. Relative to which the completion certificate has been sought, the Architect / Consultant shall within fifteen (15) days of the receipt of the application for Virtual Completion Certificate, issue a VCC in respect of the work for which the VCC has been applied.

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

24.0 Works by other Agencies

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

25.0 Insurance of works

25.1 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 for the period stipulated in the respective clause. of GCC 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.

a) 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.

b) 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.

c) Such insurance shall be effected 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 of insurance and the receipts for payment of the current premiums.

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25.2 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.

25.3 Contractor to indemnify SBI

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

25.4 Contractor's superintendence

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

25.5 Third Party Insurance

25.5.1 Before commencing the execution of the work the Contractor but without limiting his obligations and responsibilities under clause 24.0 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

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execution of the works or in the carrying out of the Contract, otherwise than due to the matters referred to in the proviso to clause 24.0 thereof.

25.5.2 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.

25.6 The minimum insurance cover for physical property, injury, and death is Rs.5 Lakhs per occurrence with the number of occurrences limited to four. After each occurrence Contractor will pay additional premium necessary to make insurance valid for four occurrences always.

25.7 Accident or Injury to workman:

25.7.1 The SBI shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workmen or other person in the employment of the Contractor or any sub-Contractor, save and except an accident or Injury resulting from any act or default of the SBI 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.

25.7.2 Insurance against accidents etc. to workmen

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

25.7.3 Remedy on Contractor's failure to insure:

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

25.7.4 without prejudice to the others rights of the SBI against Contractors. In respect of such default, the employer shall be entitled to deduct from any sums payable to the Contractor the amount of any damages costs, charges, and other expenses paid by the SBI and which are payable by the Contractors under this clause. The Contractor shall upon settlement by the Insurer of any claim made against the insurer pursuant to a policy taken under this clause,

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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.

26.0 Commencement of Works

The date of commencement of the work will be reckoned as the date of handing over site or fifteen days from the date of issue of letter of acceptance of the Tender by the SBI which ever is later

27.0 Time for completion

Time is essence of the Contract and shall be strictly observed by the Contractor.

The time of completion of work as mentioned above from the date of issuing work order or date of handing over the site whichever is earlier.

The Contractor shall complete certain portions of work before completion of the entire work. However the completion date shall be reckoned as the date by which the whole work is completed as per the terms of the Contract.

28.0 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 reasons 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 SBI the provision of liquidated damages as stated under Clause 8.0 of GCC 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.

29.0 Rate of progress

Whole of the materials, plant and labour to be provided by the Contractor and the mode, manner and speed of execution and maintenance of the works are to be of a kind and conducted in a manner to the satisfaction of the Architect/ Consultant should the rate of progress of the work or any part thereof be at any time be in the opinion of the Architect / Consultant too slow to ensure the completion of the whole of the work by the prescribed time or extended time for completion the Architect/ Consultant shall thereupon take such steps as

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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.

30.0 Work during nights and holidays

Subject to any provision to the contrary contained in the Contract no permanent work shall save as herein provided be carried on during the night or on holidays without the permission in writing of the 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.

31.0 No compensation or restrictions of work

If at any time after acceptance of the Tender SBI shall decide to abandon or reduce the scope of work for any reason whatsoever and hence not required 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 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.

32.0 Suspension of work

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

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- 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.

- d) 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.

33.0 Action when the whole security deposit is forfeited

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

- a) To rescind the Contract (of which rescission notice in writing to the Contractor by 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 SBI.

- b) To employ labour paid by the SBI 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 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

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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.

34.0 Owner's right to terminate the Contract

If the Contractor being an individual or a firm commit any 'Act of insolvency' or shall be adjusted an insolvent or being an incorporated company shall have an order for compulsory winding up voluntarily or subject to the supervision of 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 give 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:

- a) Has abandoned the Contract; or
- b) Has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for 15 days after receiving from the SBI through the Architect / Consultant written notice to proceed, or
- c) Has failed to proceed with the works with such diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or has failed to remove the materials from the site or to pull down and replace work within seven days after written notice from the SBI through the Architect / Consultant that the said materials were condemned and rejected by the Architect/ Consultant under these conditions; or has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this Contract to be observed and performed by the Contractor for seven days after written notice shall have been given to the Contractor to observe or perform the same or has to the detriment of good workmanship or in defiance of the SBI's or Architect's / Consultant's instructions to the contrary subject any part of the Contract. Then and in any of said cases the SBI and or the Architect / Consultant may not withstanding any previous waiver, after giving seven days notice in writing to the Contractor, determine the Contract, but without thereby affecting the powers of the SBI or the Architect / Consultant or the obligation and liabilities of the Contractor the whole of which shall continue in force as fully as if the Contract had not been so determined and as if the works subsequently had been executed by or on behalf of the Contractor. And, further the SBI through the Architect / Consultant their agents or employees may enter upon and take possession of the work and all plants, tools, scaffoldings, materials, sheds, machineries lying upon the premises or on the adjoining lands or roads use the same by means of their own employees or workmen in carrying on and completing the work or by engaging any other Contractors or persons to complete the work and the Contractor shall not in any way interrupt or do any act, matter or

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thing to prevent or hinder such other Contractor or other persons employed for completing and finishing or using the materials and plant for the works.

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

35.0 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 issuing Certificate for payment from SBI from time to time. The SBI shall recover the statutory recoveries 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 SBI shall modify the certificate of payment as issued by the Architect / Consultant from time to time while making the payment.

The Contractor shall submit interim bills only after taking actual measurements and properly recorded in the **M-books**.

The Contractor shall not submit interim bills when the approximate value of work done by him is less than 1/3 of total Contract value and the minimum interval between two such bills shall be 30 days.

The final bill may be submitted by Contractor within a period of 30 days from the date of virtual completion and Architect/ Consultant shall issue the certificate of payment within a period of 30 days. The SBI shall pay the amount within a period of one month 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.

36.0 Settlement of disputes and arbitration

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

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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.

36.2 If the Contractor considers that he is entitled to any extra payment or compensation in respect of the works over and above the amounts admitted as payable by the Architect or in case the Contractor wants to dispute the validity of any deductions or recoveries made or proposed to be made from the Contract or raise any dispute, the Contractor shall forthwith give notice in writing of his claim, or dispute to the Assistant General Manager (Premises & Estate) S.B.I., Chennai and endorse a copy of the same to the Architect, within 30 days from the date of disallowance thereof or the date of deduction or recovery. The said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount claimed and the Contractor shall not be entitled to raise any claim nor shall the Bank be in any way liable in respect of any claim by the Contractor unless notice of such claim shall have been given by the Contractor to the Asst. General Manager (Premises & Estate) in the manner and within the time as aforesaid. The Contractor shall be deemed to have waived and extinguished all his rights in respect of any claim not notified to the Assistant General Manager (Premises & Estate) in writing in the manner and within the time aforesaid.

36.3 The Asst. General Manager (Premises & Estate) shall give his decision in writing on the claims notified by the Contractor. The Contractor may within 30 days of the receipt of the decision of the Asst. General Manager (Premises & Estate) State Bank of India, Local Head Office submit his claims to the conciliating authority namely the Circle Development Officer, State Bank of India, Local Head Office for conciliation along with all details and copies of correspondence exchanged between him and the Asst. General Manager (Premises & Estate).

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

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

36.6 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.

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36.7 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.

36.8 The conciliation and arbitration shall be conducted in accordance with the Provisions of the Arbitration & Conciliation Act 1996 or any statutory modification or reenactment thereof the rules made there under.

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

36.10 It is also a Term of the Contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof, shall be paid and fix or settle the amount of costs to be so paid.

36.11 Work to be continued during the pendency of the arbitration

The Contractor shall continue with the construction work with due diligence and speed so as to complete the same within the period agreed upon, notwithstanding any dispute or different or question as referred to arbitration The works shall not be delayed on account of any such reference made to the Arbitrators

37.0 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 purposes to the satisfaction of the Architect / Consultant.

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.

iii) Contractors will have to make their own arrangement for water. However water could be arranged by the Bank and the amount equivalent to 0.10 % of final bill value of total work done towards the water charges shall be recovered from the Contractors after meeting the requirement of Branch / Office.

37.1 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. 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

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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.

38.2 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.

Or

Alternately if the Contractor makes a written request the electric power would be arranged by the Bank at a particular point and the Contractors have to make their own arrangement for tapping the supply at various points. The amount equivalent to 0.15 % of final bill value of work done towards the AC (AHU) charges shall be recovered from the Contractors.

39.0 Treasure trove etc.

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

40.0 Method of measurement

Unless otherwise mentioned in the schedule of quantities or in mode of measurement, the measurement will be on the net quantities or work produced in accordance with up to date. Rules laid down by the Bureau of Indian Standards prevailing at the time of Tendering. In the event any dispute / dis-Agreement the decision of the Architect / Consultant shall be final and binding on the Contractor.

41.0 Maintenance of Registers

The Contractor shall maintain the following registers as per the enclosed proforma 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 any of the Local Authorities/ Govt./ Statutory Bodies form time to time.

1. Registers at the site office of the Bank's Engineer.
2. Drawings register.
3. Materials at site register.
4. Hindrance Register.
5. File and Register for extra / variation items.
6. Materials tests Register and File.
7. Site Order Book (in triplicate).
8. Labour Reports and progress Reports register.
9. Site visit & Instructions Register.

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10. Certified true copies of the Contracts.

42.0 The successful Tenderers may also note that the Bank reserves the right to deduct Sales Tax on works Contract applicable and to be levied under relevant Act, from the bills and amount due to them from Bank and remit the same directly to the Government in case they are not submitting the proof/evidence of having paid the Sales Tax on work executed under this Contract. Sales Tax shall be deducted as per Latest Govt. norms.

43.0 Force majeure

43.1 Neither Contractor nor SBI shall be considered in default in performance of their obligations if such performance is prevented or delayed by events such as but not to 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.

43.2 As soon as the cause of force majeure has been removed the party whose ability to 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.

43.3 From the date of occurrence of a case of force majeure obligations of the party affected shall be suspended during the continuance of any inability so caused. With the 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.

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

44.0 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 (latest), laws(latest), 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) Contractlabour 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

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- 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.

45.0 Accidents

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

46.0 Contractors Superintendence and Representative on works

The Contractor shall give all necessary personal superintendence during the execution of the works and as long thereafter as the Architect / Client and consider it necessary until the expiration of the "Defects Liability Period" stated in respective Clause. The Contractor shall meet the Consultant or his representative whenever required if demanded by Architect / Client.

The Contractor shall maintain and be represented on site, at all times while the work is in progress, by a responsible and efficient "**Project Engineer**" who is in charge of site, approved by the Architect and who must thoroughly understand all the trades entailed and be constantly in Attendance, while the person are at work. Any directions, explanations, instructions or notices given by the Architect / Client to such Project Engineer shall be deemed to be given to the Contractor and

Shall be binding as such on the Contractor. The Project Engineer shall be thoroughly conversant with the English Language and should be able to read, write and-speak English.

47.0 Role of the Architect/ Consultant

Architect/Consultants duty is to be watch and supervise the works on day to day basis and to test any materials to be used or workmanship employed in connection with the works, quality control, project scheduling and monitoring and co-ordination with all other agencies and Civil Contractor, recording of measurement clarifications of bills, preparing extra deviation items excess / saving statement preparing minutes of meetings 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 Architect/Consultant every facility and assistance for examining the works and materials and checking and measuring time and materials. The Architect/Consultant 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 emissions unless such in authority may be specially conferred by a written order of the Employer.

The Architect/Consultant shall act in consultation the Structural Consultant in regard to the quality of all Structural aspects of the work and in consultation with the Architect will finalize the selection of materials involved. The Consultant shall jointly record the

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measurements with Contractor's representative for all items of works and on completion hand over the records to the Employer.

The Architect / Consultant 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 Architect / Employer is obtained, the work, will from time to time visited by the Architect / 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 Architect as the case may be.

The Architect / Consultant shall have such other powers and discharge other functions as are specifically provided in this Contract including such incidental or consequential powers or duties, subject always to such specific instructions or directions of the Employer / Bank, which shall be duly notified to the Contractor.

48.0 Architects delay in progress

The Architect / Consultant may delay the progress of the work in case of rain or otherwise, without vitiating the Contract and grant such extension of time with the Approval of the Employer / Bank for the completion of the Contract as he may think proper and sufficient in consequence of such delay and the Contractor shall not make any claim for compensation or damage in relation thereto.

49.0 Photographs of works carried out

The Contractor shall every month supply at his own cost a reasonable number of Maxi size colored photographs of the works carried out from time to time as per the instructions of, the Architect / Consultant. In the event of any dispute or termination of Contract either by the Employer / Bank or the Contractor as provided for in the respective Clause, the Contractor shall arrange to obtain Photographs of the works completed up to the date of such termination of Contract.

50.0 Technical Audit Clause

The work is liable to be technically audited by the chief Technical Examiner of the Central Vigilance Commission of the Government of India from time to time. Any defects, improvements or testing etc. pointed out by the Chief Technical Examiner should be carried out by the Contractor at his own cost and any deduction suggested by the CTE will be effected.

The Employer shall have a right to cause a technical examination and audit of works and the final bills of the Contractor including all supporting vouchers, abstract, etc. to be made at the time of payment of the final bill. If as a result of this examination or otherwise any sum is found to have been overpaid in respect of any work done by the Contractor under the Contract the Contractor shall be liable to return the amount of over payment and it will be lawful for the employer to recover the same from any sum or due to him and in any other manner legally permissible and if it is found, that the Contractor was paid less than what was

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due to his under the Contract in respect of any work, executed by him under the Contract the amount of such under payment shall be duly paid by the Employer.

Any sum of money due and payable to the Contractor (including Security deposit returnable to him) under this Contract may be appropriated by the Employer and set off against any claim of the Employer for the payment of a sum of money arising out of or under any other Contract made by the Contractor with the Employer.

51.0 Procedure for Billing

Contractor shall submit three copies of their bill on white paper for Tender items.

As regards Contractor's claims for extra /deviated items the onus of getting Architect's / Consultant's / Owner's approval for the admissibility of such items lies on the Contractor.

After the admissibility is confirmed by Client in writing, the Contractor will submit his rate analysis and details of claims.

The Contractor will include extra/deviated items in his interim bills only after Employers approval of rates on the basis of Consultant recommendations.

52.0.Deletion of items from Bills of Quantities

The Employer reserves the right to delete any item from the bill of quantities drawn up. The Contractor will not have any claim on this account whatsoever.

53.0. Reinstatement of Items

In case of items like making good the new plaster of Paris work in false ceiling after the alteration, and matching the finish with the existing one, the finish will have to be done perfectly. In this case Architects / Consultant's decision will be final regarding the acceptability of finish. If the reinstatement is not accepted by the Architect / Consultant, the same will have to be done again to Architect / Consultant's and Client's satisfaction at no extra cost.

54.0 Wages of labour Employed by the Contractor

The Contractor shall pay all labour employed by him at rates fixed by him at the commencement of the Contract as per the Labour Laws. Wages as applicable for the Construction work as per norms stipulated by the Government statutory authorities shall be followed by the Contractor. No variation of such statutory. Laws & rules shall be permissible. This will also include the minimum & the maximum allowable wages for various categories of Labour to be employed by the Contractor.

All wages shall be paid in full and without any deductions whatsoever at the approved rates and for the full time actually worked during the wage period. The Engineer or such other officer of the Employer maybe authorized in that behalf and shall have power to exercise supervision over the labour employed by the Contractor and or such purpose any of these officers may inspect the wage books, muster books and other labour records of the Contractor, In the event of the report of the inspecting officer showing that the proper rates

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of wages are not being paid, or that in any manner whatsoever the dealings between the Contractor and his labour are not satisfactory the Engineer shall pass such orders upon the report as he considers desirable, and those orders shall be final and binding upon the Contractor. The Contractor shall indemnify & keep indemnified the Architect / Consultant against any claim arising from failure of the Contractor to comply with such labour laws.

55.0. Approval of Mock-Up and Samples

It will be the Contractor's responsibility to obtain written approval of mock-ups and samples from the Architect/ Consultant and Employer. If this is not done, such items where these materials are used will be rejected by the Architect / Consultant / Employer.

56.0 Approval of Final Finish in case of Polishing and Painting

In case of items for painting and polishing, normally primer and three coats should suffice. However, to achieve the final finish, to Employer's / Architect's / Consultant's satisfaction, it may become necessary to have more than three coats. This will have to be done by the Contractor at no extra cost.

57.0 Non-Availability of Specified Materials / Items

In case of materials / Items which are not available, the Contractor shall have to submit a letter from manufacturer to that effect. After proper verification, alternative material may be selected by the Employer/Architect / Consultant. In the case there will not be any increase of the quoted rates. However, if Accepted alternative is cheaper the cost benefit is to be passed on to the Employer.

58.0 Address for Service

All letters and Notices under or pursuant to these presents shall be hand delivered against acknowledgement or sent by Registered Post with Acknowledgement due at the respective addresses mentioned below. Any change in the addresses shall be duly intimated by the concerned Party to all others.

1. Address for Employer

SBI Infra Management Solutions Pvt Ltd, 4th Floor,
16, College Lane, Chennai – 600 006

2. Address for Architects

M/s. Pithavadian & Partners,
10, Murugappa Road,
Kotturpuram, Chennai - 600 085

3. Address for the Contractors

M/s. -----

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SIGNATURE OF THE TENDERER WITH SEAL SPECIAL CONDITIONS OF CONTRACT

Scope of work

1.0 The scope of work is to carry out the work of “**Renovation of SBI B5 Clerical Quarters (6-Flats) At Neyveli**”.

2.0 Address of site

The proposed work is to be carried out for **SBI B5 Clerical Quarters (6-Flats) At Neyveli**

3.0 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 the dimensions and the levels. Figured dimensions are in all cases to be accepted and no dimension shall be scaled. Large scale details shall take precedence over small-scale drawings. In case of discrepancy the Contractor shall ask for clarification from the Architect/ Consultant before proceeding with the work.

4.0 Notice of operation

The Contractor shall not carryout any important operation without the Consent in writing from the Architect/ Consultant.

5.0 Construction records

The Contractor shall keep and provide to the Architect/ Consultant full and accurate records of the dimensions and positions of all new work and any other information necessary to prepare complete drawings recording details of the work as constructed.

6.0 Safety of adjacent structures and trees

The Contractor shall provide and erect to the approval of the Architect/ Consultant such supports as may be required to protect effectively all structures and protective guards to trees which may be endangered by the execution of the works or otherwise take such permanent measures as may be required by the Architect to protect the trees and structures.

7.0 Temporary works

Before any temporary works are commenced the Contractor shall submit at least 7 days in advance to the Architect / Consultant for approval complete drawings of all temporary works he may require for the execution of the works. The Contractor shall carry out the modifications relating to strength, if required by the Architect / Consultant may require in accordance with the conditions of Contract at his own cost. The Contractor shall be solely responsible for the stability and safety of all temporary works and unfinished works and for the quality of the permanent works resulting from the arrangement eventually adopted for their execution.

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8.0 Water, power and other facilities

- a) The SBI as well as the Architect/ Consultant shall give all possible assistance to the Contractors to obtain the requisite.
- b) Permission from the various Authorities, but the responsibility for obtaining the same in time shall be of the Contractor.

9.0 Office accommodation

- a) The Contractor shall provide and maintain a necessary offices, workshops, stores, shelters, sanitary facilities, canteens and other temporary structures for themselves in connection with the work at the site at their own cost after getting the approval from the Architect / Consultant.
- b) A site office for the use of SBI/ Architect/ Consultant shall be provided by the Contractor at his own expenses.
- c) All temporary buildings and facilities as mentioned above shall be removed on completion of the work of at any other earlier date as directed by the Architect/ Consultant.
- d) All the expenses for obtaining statutory approvals and maintenance of the above facilities as well as running expense shall be borne by the Contractor at no extra cost. It is also the responsibility of the Contractor to obtain statutory approvals for providing the above facilities.

10.0 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

11.0 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.

12.0 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 works may be conveyed through 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 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

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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.

13.0 Temporary fencing/ Barricading

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

14.0 Site meetings

Site meetings will be held to review the progress and quality evaluation. The Contractor shall depute a senior representative along with the site representative and other staff of approved sub-Contractors and suppliers as required to the site meetings and ensure all follow up actions. Any additional review meetings shall be held if required by the Architect/ Consultant.

15.0 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.

16.0 Contractor to verify site measurement

The Contractor shall check and verify all site measurements whenever requested by other specialists Contractors or other sub Contractors 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.

17.0 Displaying the name of the work

The Contractor shall put up a name board of suitable size as directed by the Architect / Consultant indicating therein 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.

18.0 Bar bending schedule

The Contractor shall prepare a detailed bar bending schedule for all reinforced concrete works and get them approved by the Architect / Consultant well in advance.

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19.0 As built drawings.

- i. 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 which 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 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 / or attend to discrepancies either on the copies as directed by the Architect/ Consultant and resubmit to him for approval. The Architect/ Consultant will return one copy duly approved by him.
- ii. For the drawings prepared by the Contractor.
- iii. The Contractor will modify the drawing prepared by him wherever the changes are 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.

20.0 Approved make

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, aluminium doors and windows and any other item as specified in the Tender. The Architect / Consultant may approve any make/ Agency within the approved list as given in the Tender after inspection of the sample/ mock up.

21.0 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 Contractor's account.

22.0 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 statute or law during the currency of Contract the same shall be borne by the Contractor.

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23.0 Acceptance of Tender

The SBI shall have the right to reject any or all Tenders with out assigning any reason. They are not to bound 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.

24.0 The prices shall be Firm for the duration of Contract plus all authorized extensions of time plus three months period after completion of work. All rates will be including turnover tax, sales tax, works Contract tax and all other taxes etc.

25.0 The Contractor is to furnish the 2 basic of various materials likely to be used in the Civil work so as to serve as guidelines for working out the rates analysis for extra/ taxes, duties etc

26.0 The Contractor is to quote for all sections of the Bills of Quantities.

29.0 CLIENT / ARCHITECT / CONSULTANT reserve the right to ask the Contractor to prepare 'Mock-up' of any item for their approval before proceeding with the work.

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SAFETY CODE

1. First aid appliances including adequate supply of sterilized dressing and cotton wool shall be kept in a readily accessible place.
2. An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
3. Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from the ground.
4. No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30 cm. (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used an extra mazdoor shall be engaged for holding ladder.
5. The excavated material shall not be placed within 1.5 meters of the edge of the trench or half of the depth of trench whichever is more. All trenches and excavations shall be provided with necessary fencing and lighting.
6. Every opening in the floor of a building or in a working platform is provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one metre.
7. No floor, roof or other part of the structure shall be so overloaded with debris or materials as to render it unsafe.
8. Workers employed on mixing and handling material such as asphalt, cement mortar or concrete and lime mortar shall be provided with protective footwear and rubber hand-gloves.
9. Those engaged in welding works shall be provided with welder's protective eye shields and gloves.
10.
 - i. No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
 - ii. Suitable facemasks should be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.
11. Overalls shall be supplied by the Contractor to the painters and adequate facilities shall be provided to enable the working painters to wash during the periods of cessation of work.
12. Hoisting machines and tackle used in the works, including their attachments, anchorage and supports shall be in perfect condition.

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13. The ropes used in hoisting or lowering material or as a means of suspension shall be of durable quality and adequate strength and free from defects

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PROFORMA OF SITE ORDER BOOK

1. Name of the work _____

2. Date of Commencement _____

Sr. No.	Remarks / Instructions of the Site Engineer / Architects	Dated Initials of Site Engineer / Architects	Initials of the Contractor for having received the instructions	Action taken with date	Dated Initials of the Site Engineer	Remarks of the Architects PMC / CC Officials.
1	2	3	4	5	6	7

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PROFORMA FOR APPLICATION BY CONTRACTOR FOR EXTENSION OF TIME

1. Name of the Contractor
2. Name of the work as given in the Agreement
3. Agreement WO
4. Tender amount .
5. Date of commencement of work
6. Period allowed for completion as per Agreement
7. Date of completion as per Agreement
8. Period for which extension of time has been given

Dated

Month

Year

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

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

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

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

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

Signature of Contractor

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PROFORMA OF HINDERANCE REGISTER

Name of 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 / PE	SE	Remarks
1	2	3	4	5	6		7

SE = Site Engineer

PE = Project Engineer

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Name of Work: Renovation of SBI B5 Clerical Quarters (6-Flats) At Neyveli

I. List of Approved make for for Civil (ISI Make)

Sl no	Names of materials	Approved Makes
1.	Cement – 53 Grade	Ramco, Ultra Tech, Dalmia, Coramandal, Chettinadu, CCI, ACC, Zuari or equivalent
2.	Steel Reinforcement – Fe500	TATA, SAIL, Vizac, TISCO, RINL or equivalent
3.	Vitrified Flooring (1 st Quality)	Nitco, Kajaria, Somany, Johnson, RAK
4.	Cement Tile	Eurocon,
5.	Ceramic (1 st Quality)	Nitco, Kajaria, Somany, Johnson
6.	Wall Tiles (1 st Quality)	Nitco, Kajaria, Somany, Johnson
7.	Sanitary Fixtures	Hindware, Parryware, Cera
8.	Sanitary Fittings (ISI Make)	Hindware, Kohler, jaguar or equivalent
9.	Soil waste, Water line& Rain water pipes	Supreme / Prince / Ashirvad or equivalent
10.	Water proofing Component	Fosrac,cera – chem,Dr.Fixit
11.	Laminate	Green, Century, Royaltouch, sunmica,
12.	Flush Door (BWR Grade)	Anchor, Green, Mayur, Century, Archid
13.	Door Closers / Floor Spring	Dorma, Union, Ingersoll rand, hafele, Dorset or equivalent
14.	Locks	Godrej, Dorma, Dorset or equivalent
15.	Adhesive	Marine Fevical, Salcofix
16.	Aluminium joineries	Jindal, Saint Gobain, HINDALCO, GALCo, MAAN
17.	UPVC Window, Ventilator	Fenesta, NCL,
18.	Glass	Saint Gobain, Modi or equivalent
19.	Plastic Emulsion, Oil bound Distemper, Synthetic enamel paint	Asian, Berger, ICI, Nerolac
20.	Cement Paint	Supercem, Snowcem
21.	Exterior Emulsion	Asian, Nerolac, Berger,
22.	Water supply pipes	For Internal Cold water works Ashirvad / Astral flow guard / Supreme / finolex or equivalent make SDR - 13.5 - CPVC pipe with CPVC brass thread fittings or equivalent For internal Hot water works Ashirvad / Astral flow guard / Supreme / finolex or equivalent make SDR - 11 - CPVC pipe with CPVC brass thread fittings or equivalent
23.	Soil waste & Vent pipe	Supreme / Prince / Ashirvad or equivalent
24.	Construction chemicals	Fosroc, Cera-chem, Dr.Fixit or equivalent