

<b>TENDER NO</b>	<b>CHEAO2202354</b>
<b>DATE</b>	<b>29.11.2023</b>



**STATE BANK OF INDIA  
RBO1- CHENNAI CENTRAL, AO CHENNAI SOUTH**

**INVITES e-TENDERS  
THROUGH E-TENDERING PROCESS**

**FOR**

**CIVIL WORKS AT NEW PREMISES OF ANNAUNIVERSITY BRANCH CHENNAI, TAMILNADU  
STATE**

**From the civil work contractors empaneled in SBI Chennai Circle in appropriate category**

Note: Firm should possess valid digital signature with encryption for this e-tender.

**Last date for submission of Bids through online: 04.12.2023 by 3.00 PM**

Opening of Tenders at 4.00PM on **04.12.2023**

**Contractor has to provide below their:**

**E- MAIL id:**

**Contact No:**

**Postal address:**

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**Employer:**

The Regional Manager,  
State Bank of India,  
Regional Business Office-1  
Chennai Central, Chennai South Zone  
6<sup>th</sup> Floor, 86, Rajaji Salai,  
Chennai-600001

**Architects:**

M/s.Pithavadian & Partners  
#10, Murugappa Road, Nawab Gardens,  
Kotturpuram, Chennai-600085  
Ph: 04424470033/44/66

**NOTICE INVITING TENDER (NIT)**

1	Name of the work	e-TENDER NOTICE FOR CIVIL WORKS AT NEW PREMISES OF ANNAUNIVERSITY BRANCH, CHENNAI TAMILNADU STATE OF STATE BANK OF INDIA
2	Who can quote/Participate in the Tender	Civil work Contractors empaneled in SBI Chennai Circle in appropriate category
3	Date where tender forms are available	FROM 29.11.2023 to 04.12.2023 at <a href="https://etender.sbi/">https://etender.sbi/</a> For information: Refer Bank's web site <a href="http://www.sbi.co.in">www.sbi.co.in</a> under "procurement news". To apply refer <a href="https://etender.sbi/">https://etender.sbi/</a>
4	last date and time of submission of online eTender	Up to 3.00PM on 04.12.2023
5	Place, Time for submission of e tender	Up to 3.00 p.m. on 04.12.2023 Tender documents at <a href="https://etender.sbi/">https://etender.sbi/</a>  Bidder should upload the following signed, stamped, scanned documents in Technical 1.copy of EMD DD
6	Date, Time and Place of opening of eTenders  (Representatives of Bidder may be present during opening of Bids. However Bids would be opened even in the absence of any or all the bidder's representatives)	On 04.12.2023 at 4.00PM  State Bank of India, AO Chennai North Zone 4 <sup>th</sup> Floor, 231, NSC Bose Road, Chennai-600001
7	Quantum of Earnest Money Deposit (EMD-DD)	Rs.12400.00 OR NIL for Micro and Small Enterprises (MSEs) submitting valid registration certificate)
8	Quantum of Security Deposit	1. Initial Security Deposit (ISD) – 2% of the Tender value in the form of DD-Drawn in favour of Regional Manager, SBI 2. Retention Money- Deductable in running bills@ 10% of the value of work and Total deductible is 5% of value of work including ISD(refer terms for details)
9	Estimated cost	Rs.1243500.00 +GST
10	Terms of payment of Bills, if any (specify the minimum value of work for payment of running account bills)	1) One running bill with completed value of Rs.6.00Lakhs will be paid 2) No Advance will be paid.
11	(Penalty clause) Liquidated Damages	@ 0.5% of the value of work per week of delay subject to a maximum penalty of 5% of the value of work would be strictly imposed.
12	Stipulated time for completion of the work/supply.	15 DAYS.
13	Defects Liability Period	One year
14	Validity period of the tender.	90 days from last date of opening Price Bid
15	Eligible Taxes	A ) TDS will be deducted at source as per Govt. Guidelines. B) Reimbursement of GST will be made only on submission of proper GST invoice as per applicable GST provisions/Rules. The contractor should comply with the following; <ul style="list-style-type: none"> <li>• Contractor should have GST Registration Number.</li> <li>• Contractor should submit proper GST Invoice</li> </ul>

		<ul style="list-style-type: none"> <li>• Invoice should specifically/separately disclose the amount of GST levied at applicable rate as per GST provisions/Rules.</li> <li>• In case of Correction in the bills after scrutiny, contractor should submit fresh bills for payment.</li> <li>• Contractor should timely file his GST return in accordance with GST provisions to enable the bank to claim the credit of GST paid to the contractor.</li> <li>• The GST Number of State Bank Of India is For TAMILNADU state - 33AAACS8577K1ZW</li> </ul>
16	<b>Electronic Payment</b>	Electronic payment shall be preferred. All the contractor must furnish details such as 1) Name of the their bank 2) Name of their branch 3) Account number 4) Name of the account holder as in the bank account 5) IFSC No of the branch 6) PAN number.
17	Agency for arranging e-tender/online bidding	<p>e-Procurement Technologies Limited (EPTL) A-201/208, Wall Street – II, Nr. Gujarat College, Ellisbridge, Ahmedabad – 380006, Gujarat (INDIA)</p> <p><b>Call : +91 9904406300</b> <b>+91 9510812960</b> <b>+91 9265562821</b> <b>+91 6354919566</b> e-mail: <a href="mailto:etender.support@sbi.co.in">etender.support@sbi.co.in</a></p> <p>Office Hours: (Monday – Friday: 10:00 AM – 7:30 PM (IST), Saturday: 10:00 AM – 6:00 PM (IST)) (Exclusion: Sunday, Holidays and 2nd &amp; 4th Saturday)</p> <p>Contractors are requested to contact the agency for further guidance on E tendering</p>
18	<b>Any additional Information</b>	<p>The quoted rate should be inclusive of materials, labour, wages, fixtures, transportation, installation, all taxes(excluding GST), wastages, Octroi, machinery, temporary works such as scaffolding, cleaning, overheads, profit, statutory expenses, incidental charges and all related expenses to complete the work</p> <p>For technical queries contact Civil Engineer-8008572597</p> <p>After completion of work, the photos of the completed project with different angles shall be attached along with the Bill. Also it is necessary to attach the photos of old ambience and the same to be attached along the Bill. The photos may be titled before and after.</p> <p>The debris shall be cleared then and there in co-ordination of other traders. If site is not clear periodically, Bank shall arrange to clear the site at the risk and cost of Contractor.</p> <p>The successful L1 Contractors has to furnish the list of workers with name, address, aadhar no etc. and get the permission at centre / Branch.</p> <p>During defects liability period it is the responsibility of contactor to send the people to rectify or replace the</p>

		material. The Branch are working Branch with busy schedule and work shall be carried out without disturbing the branch functioning. All contractors are advised to visit the Branch before quoting
<b>19</b>	Bidder Contact Details.	Bidder to provide following information. 1) Name of Company. 2) Contact Person. 3) Mailing address with Pin Code. 4) Telephone number and Fax number. 5) Mobile Number and E-MAIL.
<b>20</b>	Prebid Meeting for clarification of doubts	NA

The contractor has to provide their E-mail id, contact nos. and postal address in the bid documents. Henceforth, all official communication from Bank shall be through E-mail and SMS also.

In case the date of opening of tenders is declared as a holiday, the tenders will be opened on the next working day at the same time.

The SBI reserves the right to cancel or postpone or modify the tenders at any stage without assigning any reason.

Regional Manager

## 1.INSTRUCTIONS TO THE TENDERERS

### 1.0 Scope of Work

Sealed Tenders are invited by State Bank of India for CIVIL WORKS AT NEW PREMISES OF ANNAUNIVERSITY BRANCH, TAMILNADU (AT EXISTING PREMISES). Work to be carried out at odd hours without disturbing functioning of bank

#### 1.1 Site and Its Location

The proposed work is to be carried out at the branch/office mentioned above

1.2 Clients/Architects reserve to itself the right to accept or reject any tender without assigning any reason for doing so and do not bind itself to accept the lowest or any other tender.

1.3 General Specifications are for guidance only. The latest ISI codes and Specifications and mode of measurements will be referred to during execution.

1.4 Employer or Client shall mean SBI

1.5 Tenders are to be quoted electronically in <https://etender.sbi/>. For details refer NIT.

### 2.0 Tender Documents

2.1 The work has to be carried out strictly according to the conditions stipulated in tender consisting the following documents and the most workman like manner,

- Instructions to tenderers
- General Conditions of Contract
- Special Conditions of Contract
- Technical Specifications
- Drawings
- Price bid/ BOQ

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

- Price Bid/ BOQ
- Technical Specifications
- Additional Conditions
- Special Conditions of Contract
- General Conditions of Contract
- Instructions to Tenderers

2.3 Complete set of tender documents including relative drawings can be downloaded from <https://etender.sbi/> during the period mentioned in the NIT.

2.4 The tender documents are not transferable.

### 3.0 Site Visit

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

The tenderer will be fully responsible for considering the financial effect of any or all the factors while submitting his tender.

### 4.0 Earnest Money

4.1 The tenderers are requested to submit the Earnest Money as mentioned in NIT in the form of Demand Draft or Banker's Cheque drawn on any Bank in India-.

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

4.3 No interest will be paid on the EMD.

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

4.5 EMD of successful tenderer will be returned on submission of ISD.

### 5.0 Initial Security Deposit

The successful tenderer will have to submit a sum equivalent to 2% of contract value by means of DD drawn in favour of Regional Manager, State Bank of India within a period of 15 days of acceptance of tender.

## 6.0 Security Deposit

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

6.2 Additional Security Deposit (ASD): Additional Security deposit (ASD)/Additional performance Guarantee (APG) shall be applicable if the bid price is below 7.5 % of the estimated cost put to tender. The amount of such ASD/ APG shall be the difference between 92.5 % of estimated cost put to tender and the quoted price. This ASD is for due fulfillment of contract and will be retained by the SBI till completion of the project.

6.3 No interest shall be paid to the amount retained by the Bank as Security Deposit.

## 7.0 Signing of Contract Documents

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

## 8.0 Completion Period

As mentioned in NIT

## 9.0 Validity of Tender

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

## 10.0 Liquidated Damages

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

## 11.0 Tie Breaker

11.1 In case, the Lowest Tendered Amount of two or more contractors is same, such lowest contractors will again be asked to submit online Revised offers. But the revised offer shall, in no case, be higher than the initial offer.

11.2 The process of online re-bidding amongst two or more contractors offering same rates shall continue till L1 bidder is discovered.

11.3 In case, any of such contractors(quoted same tender amount during initial bidding or subsequent re bidding) refuses to submit revised offer, it shall be treated as 'withdrawal of tender' by the contractor before acceptance. The EMD of such contractors shall be forfeited.

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 is sealed and signed along with DDs for EMD should be submitted online in the website <https://etender.sbi>. **THE TENDER IS NOT REQUIRED TO BE SENT / SUBMITTED TO US IN HARD COPY.**

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.

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. All the contractors are advised to quote rates excluding GST component.

Tender without Declaration as prescribed shall summarily be rejected.

The successful tenderer shall be bound to start the work within the time mentioned. In case of delay appropriate action will be initiated.

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.

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.

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.

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.

The payment shall be made based on actual measurement after satisfactory verification & completion of items of work.

Specification of relevant clause of NBC/CPWD shall be the baseline requirement to execute the items of the work.

Contractor shall ensure safety of premises, occupants & workers. 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.

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.

Canvassing in connection with Tender is strictly prohibited and Tender submitted by the Contractors who resort to canvassing are liable to be rejected.

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.

No part of the bill of quantities (or) drawing or tender documents should be deleted.

Bank 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, including that of assignment of works. Tenderers are advised to ensure strict observance of commercial aspect of this Tender.

The successful Tenderer shall furnish a list of his relatives working with the SBI along with their designations and addresses.

No employee of the SBI is allowed to work as a Contractor for a period of 2 years from his retirement from the service under the SBI without the previous permission of the SBI. 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.

## 2. TENDER FORM

**PROJECT: CIVIL WORKS AT NEW PREMISES OF ANNAUNIVERSITY BRANCH,  
TAMILNADU OF STATE BANK OF INDIA**

Dear Sirs,

Having examined the site of work and Drawings, Specifications, General and Special Conditions of Contract, Schedule of Quantities relating to the captioned work having obtained the Tender invited on behalf of the Bank.

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.

I / We undertake to complete and deliver the total work in the time mentioned in NIT **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 are fully aware that the LD as per terms & conditions will be levied.

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.

I / We agree undertake that the labours engaged will be screened/tested for COVID 19 and not to engage labours tested positive and / or carrying symptoms of the disease. In case any of the labours tested positive shall be transported/quarantined in a safe place as approved by the Govt. at our own risk & cost.

We shall absolve the SBI and Architects from any loss, damage, action etc. Rate quoted by us shall be inclusive of all such expenses.

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 works.

I / We shall strictly adhere to follow the labour laws in force from time to time by Central / state Government and other authority etc.

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.

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, Instructions to contractors, tender form, Terms and conditions of contract, Special Conditions, Specifications and Bill of quantities, agreement, list of approved makes / manufacturers etc.

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

I/We do hereby undertake to execute and complete the whole or part of the work (as desired by you) at the quoted rate/amount.



I/We are depositing as Earnest Money a sum of **RS.**\_\_\_\_\_ in favor of Regional Manager, State Bank of India along with this tender for due execution of the work at my/our tendered rates together with any variations which shall be adjusted by the Architect/Banks 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.

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 15 days of receipt of work order, in default thereof, I/We do hereby bind my-self/ourselves to forfeit the aforesaid initial security deposit.

I/We further agree to complete the work covered in the said schedule of quantities within the time mentioned in NIT from the 15<sup>th</sup> day reckoned from the date of issue of the work order to commence the work or on which contractor is instructed to take possession of the site, whichever is later.

I/We agree not to employ Sub-contractors other than those that may be specifically approved by your Architect/Banks for this contract work.

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 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/Bank, before obtaining the same. Rates quoted by me/ us are inclusive of the all in full and nothing extra shall be claimed anytime on account of any of these.

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,

Contractor's Signature

Address:

Date:

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\_\_\_\_\_  
\_\_\_\_\_

### 3. NOTICE TO CONTRACTOR

ADDRESS:

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**PROJECT: CIVIL WORKS AT NEW PREMISES OF ANNAUNIVERSITY BRANCH,  
TAMILNADU OF STATE BANK OF INDIA**

Dear Sirs,

1. ***The scope of work is for CIVIL WORKS AT NEW PREMISES OF ANNAUNIVERSITY BRANCH, TAMILNADU OF STATE BANK OF INDIA***
2. **Tender Documents should be filled and uploaded/quoted on the site of <https://etender.sbi/>**
3. The tenderer must obtain for himself, on his own responsibility and at his own expenses, all the information which may be necessary for the purpose of filling this tender and for entering into a contract for the execution of the same and must examine the drawings and inspect the site of the work and acquaint himself with all local conditions and matters pertaining thereto.
5. The tender shall be valid for a period of 90 days from the date of opening.
- 7 TOTAL SECURITY DEPOSIT: shall comprise of:
  - a. Initial Security deposit
  - b. Retention money
- 7.1 The intending tenderer shall deposit EMD amount as mentioned in NIT by Demand Draft as a guarantee of good faith, which amount shall be forfeited as liquidated damages, in the event of any evasive/direct refusal or delay in starting the work and or signing the contract. The deposit of the unsuccessful tenderers will be returned, without interest, immediately after a decision is taken regarding the award of the contract. The Earnest money of the successful tenderer will be dealt as mentioned in NIT. A tender not accompanied by Earnest money deposit will not be considered.
- 7.2 The successful tenderer will have to pay sum equivalent to 2% of contract value, as initial Security Deposit (ISD) by means of a D.D./Banker's cheque in favor of Regional Manager, SBI, within 14 days from the date of issue of work order to commence work. The Security deposit thus paid shall be held by the State Bank of India as Security deposit, for due execution and fulfillment of the contract, till the completion of the work and defect liability period in all respects and shall not bear any interest.
- 7.3 Together with the money paid above, further retention of 10% of the value of the work done will be deducted from every running bill, till total retention, including initial SD paid earlier, comes to 5% of the contract value, and same shall be held by the Bank as Total Security Deposit. On the Architect/Bank's certifying the completion of work, 50% of the total security deposit shall be released to the contractor along with the final certificate of payment, and the balance amount will be retained in the manner stated elsewhere for a further period of twelve months after the completion date recorded in completion certificate, issued by the Architects and agreed to by the Bank.
8. Within 15 Days of the receipt of intimation from the Architect/Banks of the acceptance of his/their tender, the successful tenderer shall be bound to sign an agreement, on a stamp

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

9. All compensation or other sums of money payable by the contractors to the clients, under the terms of this contract, may be deducted from the Security Deposit or from any sum that may be or may become due to the contractor on any account whatsoever, and in the event of the Security deposit being reduced by reasons of any such deductions, the contractor shall within 15 days of being asked to do so make good in cash or cheque, any sum which have been deducted from his security deposit.
10. The rates quoted by the Contractor shall include all eventualities, such as heavy rain, sudden floods, accidents, fire, riots etc., which may cause damage to the executed work or which may totally wash out the work. Until the completion certificate is issued to the Contractors, neither the Architect/Bank nor the clients will be responsible for such damage or wash out of the construction work.
11. Time is the essence of the contract. The work should be completed **within the time mentioned in NIT** from the date of commencement. The date of commencement shall be ;
  - a) one week from the date of issue of work order.

**Or**

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

The successful contractor will have to give a CPM/PERT chart of various activities of work to be done so that the work gets completed within the stipulated time. The chart shall be submitted within 15 days from the date of acceptance of the tender.

12. If the contractor fails to complete the work by the Scheduled date of completion or within any sanctioned extended time, he will have to pay liquidated damages at the rate of ½% of contract amount for each week of delay the work remains incomplete beyond the completion (Original/extended date), subject to maximum of 5% of the contract value (without extra items).
13. The quantities contained in the Schedule are only indicative. The work as actually carried out and done will be measured up from time to time, for which payment will be made subject to the terms and conditions of contract.
14. The unit prices shall be deemed to be fixed prices. In case of extra items, a record of labour charges paid shall be maintained and shall be presented every month for extra/substituted items regularly to the Architect/Banks for checking. The settlement will be made based on figures arrived at jointly and taking into account unit prices of items of work mentioned in the contract assigned to the successful tenderers. In case, of extra items, where similar or comparable items are quoted in the tender, extra rates shall invariably be based on those tender rates to the extent reasonable.
15. SBI, do not bind themselves to accept the lowest or any tender and reserve to themselves the right to accept or reject any or all tenders, either in whole or in part, without assigning any reason whatsoever for doing so.
16. No employee of the bank is allowed to work as a contractor for a period of two years of his retirement from service, without the previous permission of the bank. This contract is liable to be cancelled, if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the bank as aforesaid before submission of the tender or engagement in the contractor's service.

**4. AGREEMENT TO BE SIGNED BETWEEN BANK AND CONTRACTOR**

ARTICLES OF AGREEMENT made the..... day of ..... 2022. BETWEEN The Regional Manager, (hereinafter called "the SBI") which expression shall unless repugnant to the context mean & include its successors & assigns of the ONE PART and M/s.----- in the district of ----- (hereinafter called "the Contractor" which expression shall unless repugnant to the context mean & include) of the OTHER PART.

WHEREAS the SBI is desirous of executing the **CIVIL WORKS AT NEW PREMISES OF ANNAUNIVERSITY BRANCH** and has caused drawings, bill of quantities, and a specification describing the work to be done.

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 here to:

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 SBI 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.

The term "The Architects" in the said conditions shall mean as mentioned in first page 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 SBI, not being a person to whom the Contractor shall object for reasons considered to be sufficient by the SBI 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 SBI 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 SBI 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.

(a) If the Contractors 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.

(b) The Contractors are aware though the consultants will supervise the work day to day this will not absolve the contractors to perform their obligations under Sub-Clause (a) above.

(c) 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.

(d) Time shall be considered as the essence of this Agreement and the Contractors hereby agree to commence the work from the date of issuing work order or date of handing over the site whichever is earlier and complete the entire work as per 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 Chennai and any questions or dispute arising out or in any way connected with this Agreement and Contract shall be deemed to have arisen, in Chennai and only the court in Chennai 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 / Bank.

The Contractor shall promptly notify SBI of any change in their constitution. It shall be open for SBI to terminate the agreement on the death, retirement, insanity or insolvency of any person/s, being director/s or partner/s in the said company / firm or on the addition or introduction of a new partner without the previous approval in writing of SBI. But in absence of and until its termination by SBI as aforesaid, this agreement shall continue to be of full force and effect notwithstanding any changes in the constitution of the firm by death, retirement, insanity or insolvency of any of its partners or the firm by death, retirement, insanity or insolvency of any of its partners or the addition or introduction of any new partners. In case of retirement / death, the surviving or remaining partners of the firm shall

be jointly and severally liable for the due and satisfactory performance of the terms and conditions of the agreement.

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.

#### SCHEDULE

1. Articles of Agreement
2. Notice Inviting Tender
3. Instructions to Tenderers
4. Letter from Architects -----
5. Letter from Contractor -----
6. Letter Ref :-----
7. General Conditions of Contract
8. Special Conditions of Contract
9. Safety code
10. Technical Specifications
11. Respective drawings
12. Schedule of quantities.
13. Approved Programme PERT / BAR Charts – Separate.

As witness our hand the day and year first above written.

Signed by the Said SBI:

.....

In the Presence of Witnesses:

Name: .....	Name: .....
Occupation: .....	Occupation:.....
Address: .....	Address:.....

Signed by the Said Contractor (s):

.....

In the Presence of Witnesses:

Name: .....	Name: .....
Occupation: .....	Occupation:.....
Address: .....	Address:

## **5. DECLARATION**

PROJECT: CIVIL WORKS AT NEW PREMISES OF ANNAUNIVERSITY BRANCH, TAMILNADU OF STATE BANK OF INDIA

I/We have inspected the work site of State Bank of India and I/We have made me/ us fully acquainted with the local conditions in and around the sites of works, aware that work spot is running branch/new premises and Lay out drawings of works, drawings of each items etc. complete.

We are ready to work on odd time/hours/holidays/nights i.e after bank business timing, in case of running Branch/Office to avoid disturbances.

I/We hereby declare that I/ We have carefully gone through the conditions laid down in the Notice Inviting Tender, General Conditions of Contract, Special conditions, Estimate, Schedule of approximate quantities and rates, Form of Agreement, General Specification, Approved manufacturers/ natural source of materials (i.e. all parts of Technical bid), Technical Specifications of schedule of quantities (i.e. all parts of Price bid), and clearly understood all the same and on the basis of the same I/ We have quoted our percentage rate in the Schedule of Quantities/BOQ attached with the tender documents.

We accept all the terms and conditions of tender documents. We will abide by the technical specification mentioned in the tender. We here by undertake to use only specified material/ make as per the tender schedule.

I/ We hereby declare that, in particular during execution of all works at site; it will be my/ our sole responsibility to strictly adhere to/ meticulously follow the General Specification, Approved manufacturers/ natural source of materials, Technical Specifications of schedule of quantities, all drawings of layout and items.

For any type of deviation (to any of above or subsequent instructions), it will be my/ our responsibility to obtain the written instruction of the Engineer-in-charge for the same failing which it shall be deemed that I have carried out any such deviations at my own and I shall be duty bound to replace the all deviated material/ works from the site at my/ our cost as well as I shall be liable to penalized by the employer as deemed fit and for all such loses made thereof, I/ we shall not have any right to arbitrate in any manner.

I/ We hereby declare that I/ We shall obtain necessary drawings of items from employer in time and also shall uniformly maintain such progress as may be directed by the employer to ensure completion of same within the target date/ time as mentioned in the tender document.

Date:

Signature and seal of Contractor/ Tenderer

### **NOTE**

**ANY CLARIFICATIONS SOUGHT AFTER OPENING OF THE TENDERS WILL NOT BE ENTERTAINED AT ANY COST.**

## 6. GENERAL CONDITIONS OF CONTRACT

Except where provided for in the description of the individual items in the schedule of quantities and in the specifications and conditions laid down hereinafter and in the drawings, the work shall be carried out as per standard specifications (relevant IS) and under the direction of Employer / Architect.

### 6.1 INTERPRETATION

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

6.1.1 **Employer:** The term Employer shall denote SBI and any of its employees representative authorized on their behalf.

6.1.2 **Architects / Consultants :** as mentioned in first page.

6.1.3 **Contractor:** 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.

6.1.4 **Site:** The site shall mean the site where the works are to be executed at the branch/office mentioned in NIT

6.1.5 **Drawings:**

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 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

The work is to be carried out in accordance with drawings, specifications, the schedule of quantities and any further drawings which may be supplied or any other instruction, which may be given by the Employer/Architect during the execution of the work.

All drawings relating to work given to the Contractor together with a copy of schedule of quantities are to be kept at site and the Employer/Architect / PMC shall be given access to such drawings or schedule of quantities wherever necessary.

The Contractor shall ask in writing for all clarifications on matters occurring anywhere in drawings, specifications and schedule of quantities or to additional instructions at least 10 days ahead from the time when it is required for implementation so that the Employer may be able to give decision thereon.

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/Bank/consultant

6.1.6 **Act of Insolvency:** shall mean any act as such as defined by the Presidency Towns Insolvency Act or in Provincial Insolvency act or any amending status.

6.1.7 **Works:**

The expression 'works' or 'work' shall mean the permanent or temporary work described in the 'Scope of Work' and/or to be executed in accordance with 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 under the contract

Month" means calendar month. "Week" means seven consecutive days. "Day" means a calendar day beginning and ending at 00 Hrs and 24 hrs respectively

6.1.8 **Contract:**

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 General conditions, special conditions, the specifications, the schedule of quantities, designs, drawings, Addendum/Corrigendum to tender documents issued, if any and instructions issued from



time to time by the Architects/Bank and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.

## 6.2. 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 forming part of this contract. 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-variations hereof as well as amounts of prime cost and provisional sums, if any, shall be excluded.

ii)Variation exceeding 25% : If the quantity of work to be executed varies beyond +25%, the rate for the quantity beyond +25% of such items will be derived as per standard method of rate analysis (coefficients will be adopted as per CPWD analysis of rates wherever applicable, if coefficients are not available in CPWD, market rate analysis approved by the Bank will be final and binding on the Contractor) based on prevalent fair price of labour (labour rate for various category as per minimum wages act as applicable will be adopted for the purpose of analysis irrespective of higher wages if any paid by the Contractor), material and other components as required including 15% towards Contractor's profit & overheads. In case the quantity decreases or item/s omitted/deleted at the time of allotment, commencement, execution, the Contractor will be paid for the actual work done at the site duly verified by the concerned officials of the Bank. Nothing extra will be paid by the Bank on account of omission/deletion of items or decrease in the quantity of items. The Bank shall not entertain any claim whatsoever from the Contractor on this account.

## 6.3 Works to be measured

The Architect/Bank may from time to time intimate to the contractor that he required the work to be measured and the contractor shall forthwith attend or send a qualified representative to assist the Architect/Bank in taking such measurements and calculation and to furnish all particulars or to give all assistance required by any of them. Such measurements shall be taken in accordance with the Mode of measurements detailed in the specifications. The representative of the Architect/Bank 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/Bank/consultant shall be final. All authorized extra work, omissions and all variations made shall be included in such measurements.

## 6.4 Variations:

No alteration, omission or variation ordered in writing by the Architect/Bank/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 omission from the works or any alteration in the kind or quality of the materials to be used therein, the Architect/Bank/Consultant shall give notice thereof in writing to the contractor or shall confirm in writing within seven days of giving such oral instructions the contractor shall alter to, add to, or omit from as the case may be in accordance with such notice but the contractor shall not do any work extra to or make any alteration or additions to or omissions from the works or any deviation from any of the provisions of the contract, stipulations, specifications or contract drawings without previous consent in writing of the Architect/Bank/Consultant and the value of such extras, alterations, additions or omissions shall in all cases be determined by the Architect/Bank/Consultant and the same shall be added to or deducted from the contract value, as the case may be.

## 6.5 Valuation of Variations

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

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

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

b)The net prices of the original tender shall determine the value of the items omitted, provided if omissions do not vary the conditions under which any remaining items of works are carried out, otherwise the prices for the same shall be valued under sub clause (c) hereunder.

c)Where the extra works are not of similar character and/or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items or works are carried out, then the contractor shall within 7 days of the receipt of the letter of acceptance inform the Architect/Bank/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/Bank/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/Bank/Consultant) the workman's name and materials employed be delivered for verifications to the Architect/Bank/Consultant at or before the end of the week following that in which the work has been executed.

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

## 6.6 Final Measurement

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

## 6.7 Virtual Completion Certificate (VCC)

'Virtual Completion' shall mean the building is in the opinion of the Architect and Employer fit for occupation. On successful completion of entire works covered by the contract to the full satisfaction of the SBI, the contractor shall ensure that the following works have been completed to the satisfaction of the SBI.

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

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

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

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

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

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

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

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

## 6.8 SCOPE

The work consists of **CIVIL WORKS IN RENOVATION OF branch/office mentioned in NIT** in accordance with the "drawings" and "schedule of quantities." It includes furnishing of all materials, labour, tools and equipment and management necessary and incidental to the construction and completion of work. All work, during its progress and upon the completion, shall conform to the lines, elevations and grades as shown on the drawings furnished by the Employer/Architect. Should any detail essential for efficient completion of the work be omitted from the drawings and specifications it shall be the responsibility of the

Contractor to inform the Employer/Architect and to furnish and install such details with Employer's/ Architect's concurrence, so that upon completion of the proposed work the same will be acceptable and ready for use. Employer or his agent (PMC) / Architects may in their absolute discretion issue further drawings and / or written instructions, details, directions and explanations, which are,

hereafter collectively referred to as "The Employer's / Architect's instructions" in regard to:

6.8.1 The variation or modification of the design quality or quantity of works or the addition or omission or substitution of any work.

6.8.2 Any discrepancy in the drawings or between the schedule of quantities and / or drawings and / or specification.

- 6.8.3 The removal from the site of any defective material brought thereon by the Contractor and the substitution of any other material thereof.
- 6.8.4 The demolition removal and / or re-execution of any work executed by the Contractor/s.
- 6.8.5 The dismissal from the work of any persons employed there upon.
- 6.8.6 The opening up for inspection of any work covered up.
- 6.8.7 The rectification and making good of any defects under clauses hereinafter mentioned and those arising during the maintenance period (Defect Liability Period). The Contractor shall forthwith comply with and duly execute any work comprised in such Employer's or his agent / Architect's instructions, provided always that verbal instructions, directions and explanations given to the Contractor's or his representative upon the works by the Employer's or his agent/Architects shall, if involving a variation, be confirmed in writing to the Contractors within seven days. No works for which rates are not specifically mentioned in the priced schedule of quantities, shall be taken up without written permission of the Employer or his agent / Architects. Rates of items not mentioned in the priced schedule of quantities shall be fixed by the Employer in consultation with the Architects as provided in clause "variation". The Contractors shall set up a field laboratory with necessary equipment for day to day testing of materials like grading of coarse and fine aggregates, silt content and bulkage of sand, cube testing etc. or the materials can be get tested in any reputed laboratory. Regarding all factory made products for which ISI marked products are available, only products bearing ISI marking shall be used in the work.

#### **6.9 Letter of Acceptance**

Within the validity period of the tender the Bank shall issue a letter of acceptance either directly or through the Architect/Bank 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.

#### **6.10 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.

#### **6.11 Ownership of drawings**

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

#### **6.12 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.

#### **6.13 Copies of Agreement**

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

#### **6.14 TENDERERS SHALL VISIT THE SITE**

Intending tenderer shall visit the site and make himself thoroughly acquainted with the local site condition, nature and requirements of the works, facilities of transport conditions, effective labour and materials, access and storage for materials and removal of rubbish, the quality, quantity and conditions of various materials lying at the site, the efforts and cost required for completing the incomplete work. The tenderer shall provide in their tender for cost of carriage, freight and other charges as also for any special difficulties and including police restriction for transport etc., for proper execution of work as indicated in the drawings. The successful tenderer will not be entitled to any claim of compensation for difficulties faced or losses incurred on account

of any site condition which existed before the commencement of the work or which in the opinion of the Employer or his agent / Architect might be deemed to have reasonably been inferred to be so existing before commencement of work.

#### **6.15 TENDERS**

The Employer reserves the right to reject the lowest or any tender and also to discharge any or all of the tenders of each section or to split up and distribute any item of work to any specialist firm or firms, without assigning reasons.

If called upon by the Employer / Architects detailed analysis of any or all the rates shall be submitted. The Employer / Architects shall not be bound to recognize/accept the Contractor's analysis.

The works will be paid for as "measured work" on the basis of actual work done and not as "lumpsum" contract, unless otherwise specified.

All items of work described in the schedule of quantities are to be deemed and paid as complete works in all respects and details including preparatory and finishing works involved, directly related to and reasonably detectable from the drawings, specifications and schedule of quantities and no further extra charges will be allowed in this connection. In the case of lump-sum charges in the tender in respect of any items of work will be made for the actual work done on the basis of lumpsum charges as will be assessed to be payable by the Employer / Architects. The Employer has power to add to, omit from any work as shown in drawings or described in specifications or include in schedule of quantities and intimate the same in writing but no addition, omission or variation shall be made by the Contractor without authorization from the Employer. No variation shall vitiate the contract.

The tenderer shall note that his tender shall remain open for consideration for a period of three months from the date of opening of the tender (Price Bid).

#### **6.16 Permits, Laws and Regulations**

Permits and licences 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 contractor. 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.

#### **6.17 GOVERNMENT AND LOCAL RULES**

The Contractor shall confirm to the provisions of all local bye - laws and Acts relating to the work and to the regulations etc., of the Government and local Authorities and of any company with whose system the structure is proposed to be connected. The Contractor shall give all notices required by said Act, Rules, Regulations and bye-laws etc., and pay all fees payable to such authority/authorities for execution of work involved. The cost, if any, shall be deemed to have been included in his quoted rates, taking into account all liabilities for licenses, fees for footpath encroachment and restorations etc., and shall indemnify the Employer against such liabilities and shall defend all actions arising from such claims or liabilities.

#### **6.18 TAXES AND DUTIES**

The tenderers must include in their tender prices quoted for all duties royalties, cess, octroi or any other taxes or local charges as applicable. No extra claim on this account will in any case be entertained. GST will be paid as applicable.

#### **6.19 Work 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 manners not to impede the progress of the works included in the contract.

#### **6.20 EARNEST MONEY AND SECURITY DEPOSITS**

**Total Security Deposit**

Total Security deposit comprise of :

Initial Security Deposit

Retention Money

**(a) Earnest Money Deposit :**

The tenderer shall furnish EMD as mentioned in NIT in the form of Demand draft or bankers cheque drawn in favour of SBI. No tender shall be considered unless the EMD is so deposited in the required form. No interest shall be paid on this EMD. The EMD of the unsuccessful tenderer shall be refunded soon after the decision to award the contract is taken without interest. The EMD shall stand absolutely forfeited if the tenderer revokes his tender at any time during the period when he is required to keep his tender open acceptance by the SBI or after it is accepted by the SBI the contractor fails to enter into a formal agreement or fails to pay the initial security deposit as stipulated or fails to commence the work within the stipulated time. EMD of successful tenderer will be returned on submission of ISD

**a) Initial Security Deposit (ISD)**

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

**b) Retention Money**

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

**Language 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 latter shall be adopted.
- iv) In case of difference between rates written in figures and words, the rate in words shall prevail.
- v) Between the duplicate/subsequent copies of the tender, the original tender shall be taken as correct

**6.21 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 fulfilment of contract.

**6.22 Contractor's superintendence**

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

**6.23 CONTRACTOR TO PROVIDE EVERYTHING NECESSARY**

The Contractor shall provide everything necessary for the proper execution of the work according to the intent and meaning of the drawings, schedule of quantities and specifications taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from and if the Contractor finds any discrepancies therein he shall immediately and in writing, refer the same to the Employer / Architects whose decision shall be final and binding. The Contractor shall make his own arrangement of water required for construction, electricity for carrying out the works at his own cost. The Employer shall on no account be responsible for the expenses incurred by the Contractor for water and electricity. (The contractor should submit the certificate showing the water is fit for construction)

He may use ground water by drilling within the site a bore and installing required capacity pump and water supply line. Up on completion of work, the Contractor shall handover the bore with the pump and pipeline in working condition to the Employer, no charges will be paid on this account. The bore well water shall be tested and approved by the Employer/Architect for its suitability for using in works as well as curing.

The rates quoted will be inclusive of everything necessary to complete the said items of work within the contemplation of the contract, and beyond the unit price no extra payment will be allowed for incidental or contingent work, labour and/ or material inclusive of all taxes and duties whatsoever except for specific items, if any, stipulated in the tender documents.

The Contractor shall supply, fix and maintain at his own cost, for the execution of any work, all tools, tackles, machinery and equipment and necessary centering, scaffolding, staging, planking, timbering, strutting, shoring, pumping, fencing, boarding, watching and lighting by night as well as by day required not only for the proper execution and protection and the said work but also for the protection of the public and safety of any adjacent roads, streets, walls, houses, buildings, all other erections, matters and things and the Contractor shall take down and remove any or all such centering, scaffolding, planking, timbering, strutting, shoring etc., as occasion shall be required or when ordered so to do, and shall fully reinstate and make all good matters and things disturbed during the execution of works to the satisfaction of the Employer / Architect.

The Contractor shall also provide such temporary road on the site as may be necessary for the proper performance of the contract and for his own convenience but not otherwise. Upon completion, such roads shall be broken up and leveled where so required by the drawings unless the Employer shall otherwise direct.

The Contractor shall at all times give access to workers employed by the Employer or any men employed on the buildings and to provide such parties with proper sufficient and if required, special scaffolding, hoists and ladders and provide them with water and lighting and leave or make any holes, grooves etc., in any work, where directed by the Employer as may be required to enable such workmen to lay fix pipes, electrical wiring, special fittings etc. the quoted rates of the tenderers shall accordingly include all these above contingent works.

#### **6.24 Time for completion**

Time is the essence of the contract and shall be strictly observed by the contractor. The entire work shall be completed within a period as mentioned in NIT from the date of commencement. If required in the contract or as directed by the Architect/Bank/Consultant, 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.

#### **6.25 Extension of Time**

If, in the opinion of the SBI/Architect, the work be delayed for reasons beyond the control of the contractor, the Architect/Bank/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/Bank/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/Bank/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 shall become applicable. Further contract shall remain in force even for the period beyond the due date of completion irrespective whether the extension is granted or not.

If in the opinion of the Employer/Architect the works be delayed

By reason of any exceptionally inclement weather, which does not include normal Monsoon

or

By reasons of instructions from the Employer in consequence of proceedings taken or Threatened by or disputes, with adjoining or neighbouring Employers

or

By the works, or delay, of the Contractors or tradesmen engaged or nominated by the Employer and not referred to in the specification

or

By reason of authorized extra and additions

or

By reason of any combination of workmen or strikes or lock - out affecting of the building trades

or

From other causes which the Employer may consider being beyond the control of the Contractor, the Employer at the completion of the time allowed for the contract shall make fair and reasonable extension of time for completion in respect therefore. In the event of the Employer failing to give possession of the site upon the day specified above the time of completion shall be extended suitably.

In case of such strikes or lock - outs, as are referred to above, the Contractor shall, immediately give the Employer, written notice thereof. Nevertheless, the Contractor shall use his best endeavors to prevent delay, and shall do all that may be reasonably required, to the satisfaction of the Employer to proceed with the works and on his doing so, it will be ground of consideration by the Employer for an extension of time as above provided. The decision of the Employer as to the period to be allowed for an extension of time for completion hereunder (which decision shall be final and binding on the Contractor) shall be promulgated at the conclusion of such strike or lockout and the Employer shall then, in the event of an extension being granted, determine and declare the final completion date. The provision with respect to payment of liquidated damages shall, in such, be read and construed as if the extended date fixed by the Employer were substituted for and the damage shall be deducted accordingly.

**6.26 Progress of Work:**

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/Bank/Consultant. Should the rate of progress of the work or any part thereof be at any time be in the opinion of the Architect/Bank/ Consultant too slow to ensure the completion of the whole of the work by the prescribed time or extended time for completion the Architect/Bank/Consultant shall thereupon take such steps as considered necessary by the Architect/Bank/Consultant to expedite progress so as to complete the works by the prescribed time or extended time. Such communications from the Architect/Bank/Consultant neither shall relieve the contractor from fulfilling obligations under the contract nor he shall be entitled to raise any claims arising out of such directions.

During the period of construction the Contractor shall maintain proportionate progress on the basis of a Programme Chart submitted by the Contractor. Contractor should also include planning for procurement of scarce material well in advance and reflect the same in the Programme Chart so that there is no delay in completion of the project.

**6.27 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/Bank/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/Bank/Consultant. However the provision of the clause shall not be applicable in the case of any work which becomes essential to carry by rotary or double shifts in order to achieve the progress and quality of the part of the works being technically required and continued with the prior approval of the Architect/Bank/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.

**6.28 No compensation for restrictions of work**

If at any time after acceptance of the tender SBI shall decide to abandon or reduce the scope of work for any reason whatsoever and hence not require the whole or any part of the work to be carried out, the Architect/Bank/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.

**6.29 Suspension of work**

i) The contractor shall, on receipt of the order in writing of the Architect/Bank/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/Bank/ Consultant may consider necessary so as not cause any damage or injury to the work already done or endanger the safety thereof for any of following reasons.

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

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

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

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

### **6.30 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/Bank/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/Bank/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/Bank/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/Bank/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 rescinded under the provision aforesaid, the contractor shall not be entitled to recover or to be paid any sum or any work thereto for actually performed under this contract, unless, and until the Architect/Bank/Consultant will have certified in writing the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

### **6.31 Owner's Right to Terminate the Contract**

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

a) Has abandoned the contract; or

b) Has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for 14 days after receiving from the SBI through the Architect/Bank/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/Bank/Consultant that the said materials were condemned and rejected by the Architect/Bank/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 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 act of the SBI incidental to the sale of the materials etc.

### **6.32 Certificate of Payment**

The contractor shall be entitled under the certificates to be issued by the Architect/Consultant to the contractor within 20 working days from the date of certificate to the payment from SBI from time to time. The SBI shall recover the statutory recoveries and other dues including the retention amount from the certificate of payment.

Provided always that the issue of any certificate by the Architect/Bank/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/Bank/Consultant shall have power to withhold the certificate if the work or any part thereof is not carried out to their satisfaction.

The Architect/Bank/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/Bank/Consultant from time to time while making the payment.

The contractor shall submit interim bills only after taking actual measurements and properly recorded in the Measurement book (M.B).

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

The final bill may be submitted by contractor within a period of one month from the date of virtual completion and Architect/Bank/Consultant shall issue the certificate of payment within a period of two months. The SBI shall pay the amount within a period of three months from the date of issue of certificate provided there is no dispute in respect of rates and quantities. The acceptance of the payment of the final bill by the Contractor would indicate that he will have no further claim in respect of the work executed

The contractor shall submit the interim bills in the prescribed format with all details. The Employer shall have a right to cause technical examination and audit of the works and the final bill of the Contractor including all supporting vouchers, abstracts, etc., to be made at the time of payment of final bill. If as a result of this examination or otherwise any sum is found to have been overpaid or over certified, it shall be lawful for the Employer to recover the same from the Contractor from any sum due to him.

In case, after completion of the work and final payment to the Contractor, it is found on account of General Audit, Technical audit and or any other reason whatsoever that any amount is recoverable from the Contractor, it shall be lawful for the Employer, to recover the same from any sum whatsoever payable by the Employer to the Contractor either in respect of this contract or any other contract or on any other account by any other branch/department of the Employer

### **6.33 Power Supply**

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

### **6.34 water supply**

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

i) That the water used by the Contractor shall be fit for construction purpose to the satisfaction of the Architect/Bank/Consultant.

ii) The Contractor shall make alternative arrangements for the supply of water if the arrangements made by the Contractor for procurement of water in the opinion of the Architect/Bank/Consultant is unsatisfactory.

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

**6.35 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.

**6.36 Method of Measurement**

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

**6.37 Maintenance of Registers**

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

- 1) Register for secured advance
- 2) Register for hindrance to work
- 3) Register for running account bill
- 4) Register for labour
- 5) Measurement Books.
- 6) Cement Register (Daily Record).
- 7) Steel Register.
- 8) Steel Consumption Register – Bill wise.
- 9) Drawings register
- 10) Materials at site register.
- 11) Concrete cube Test Register.
- 12) File and Register for extra / variation items.
- 13) Materials test Register and File.
- 14) Site Order Book (in triplicate).
- 15) Lead caulking Register.
- 16) progress Reports Register.
- 17) Site Visit & Instructions Register.
- 18) Certified true copies of the contracts.

Apart from the above, some other registers also to be maintained as and when required.

**6.38 Force Majeure**

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

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

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

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

**6.39 LIQUIDATED DAMAGES.**

If the contractor fails to maintain the required progress in terms of various clauses of this tender 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% of the contract value per week subject to a maximum of 5% of the contract value.

#### **6.40 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 behaviour is found to be unsatisfactory by the SBI/Architect/Consultant he shall be removed from the site immediately.

#### **6.41 PROTECTIVE WORKS AND SITE OFFICE REQUIREMENTS**

The Contractor shall provide, fix up and maintain in an approved position proper office accommodation for the Contractor's representative and staff which offices shall be open at all reasonable hours to receive instruction notices or communications and clear away on completion of the works and make good all work disturbed. All drawings maintained on the site are to be carefully mounted on boards of appropriate size and covered with a coat of approved varnish. They are to be protected from ravages of termites, ants, and other insects.

The Contractor shall provide at his own cost all artificial light required for the work and to enable other Contractors and sub-Contractors to complete the work within the specified time.

The Contractor shall provide a suitable temporary hut for the watchmen and clear away the same when no longer required and to provide all necessary attendance, lights etc., required.

The Contractor shall arrange for temporary latrines for the use of workers and field staff and keep the same in a clean and sanitary condition to the satisfaction of the Public Health Authorities and shall cause such latrines and soil to be cleared away whenever necessary and shall make good all the works disturbed by these conveniences.

Every precaution shall be taken by the Contractor to prevent the breeding of mosquitoes on the works during the construction, and all receptacles, cisterns, water tanks etc., used for the storage of water must be suitably protected against breeding of mosquitoes. The Contractor shall indemnify the Employer against any breach of rules in respect of anti-malarial measures.

The Contractor shall not fix or place any placards or advertisement of any description or permit the same to be fixed or placed in or upon any boarding, gantry, building structure other than those approved by the Employer.

#### **6.42 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 due to his fault or negligence except which are due to causes beyond his control. He shall take adequate care and steps for protection of the adjacent properties. The contractor shall take all precautions for safety and protection of his employees on the works and shall comply with all applicable provisions of Government and local bodies' safety laws and building codes to prevent accidents, or injuries to persons or property of about or adjacent to his place of work. The contractor shall take insurance covers as mentioned in tender at his own cost. The policy may be taken in joint names of the contractors and the SBI and the original policy may be lodged with the SBI.

Contractor shall indemnify the Employer against any possible damage to the building, roads, or members of the public in course of execution of the work.

The Contractor shall provide necessary temporary enclosures, gates, entrances, etc., for the protection of the work and materials and for altering and adopting the same as may be required and removing on completion of the works and making good all works disturbed.

#### **6.43 Storage of materials:**

The Contractor shall provide and maintain proper sheds for the proper storage and adequate protection of the materials etc. and other work that may be executed on the site including the tools and materials of sub-Contractors and remove same on completion. .

Cement godown shall be constructed for storing about six weeks requirement of cement and stored as per norms. Structure shall be water proof from all the sides and top. Cement should be stored one feet above the ground level and have pucca raised floor.

So also reinforcement bars are to be stored above the ground level to prevent the same from getting rusted.

#### **6.44 Tools:**

The theodolite levels, prismatic compass, chain, steel, and metallic tapes and all other surveying instruments found necessary on the works shall be provided by the Contractor for the due performance of this contract as instructed by the Site Engineer

All measuring tapes shall be of steel and suitable scaffolding and ladders that may be required for safely taking measurement shall be supplied by the Contractor.

The masons and the supervisors on the works shall carry with them always a: one metre or two metre steel tape, a measuring tape of 30 meters, a spirit level, a plumb bob and a square and shall check the work to see that the work is being done according to the drawing and specifications. The Site Engineer will use any or all measuring instruments or tools belonging to the Contractors as he chooses for checking the works executed or being executed on the contract.

The Contractor should cover in his rates for making provisions for all reasonable facilities for the use of his scaffolding, tools and plant etc., by sub-Contractors for their work.

#### **6.45 NOTICE AND PATENTS OF APPROPRIATE AUTHORITY AND OWNERS**

The Contractor shall conform to the provisions of any Acts of the Legislature relating to the work, and to the Regulations and Bye-Laws of any authorities, and/or any water, lighting and other companies, and/or authorities 'with whose systems the structures were proposed to have connection and shall before making any variations from the drawings or specifications that may be associated to so conform, give the Employer / Architects written notices specifying the variations proposed to be made and reasons for making them and apply for instruction thereon. The Employer/Architect on receipt of such intimation shall give a decision within a reasonable time.

The Contractor/s shall arrange to give all notices required for by the said Acts, Regulations or Bye-laws to be given to any authority, and to pay to such authority or to any public officer all fees that may be properly chargeable in respect of the work and lodge the receipts with the Employer.

The Contractor shall indemnify the Employer against all claims in respect of course of execution of work and shall defend all actions arising from such claims and shall keep the Employer saved harmless and indemnified in all respects from such actions, costs and expenses.

#### **6.46 CLEARING SITE AND SETTING OUT WORKS**

The site shown on the plan shall be cleared of all obstructions, loose stone and materials rubbish of all kinds. All holes or hollows whether originally existing or produced by removal or loose stone or materials shall be carefully filled up with earth well rammed and levelled off as directed at his own cost.

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/Bank/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/Bank/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.

#### **6.47 DATUM**

The average ground level will be considered as the crown of the Main road at the higher level if there is a slope, which should be taken as "Datum" which is however, subject to final confirmation by the Employer/ Architect. All levels shown in the drawings are to be strictly adhered to.

#### **6.48 BENCHES**

The Contractor is to construct and maintain proper benches of all the main walls, in order that the lines and levels may be accurately checked at all times.

These benches will consist of brick masonry post of adequate size to be constructed at the ground at suitable distance as directed. The lines will be marked on the top of brick pillars on the centre lines of columns, walls, inside and outside faces of foundation trenches, in order that lines may be stretched between the benches and accurate intersection of excavation. Centre line of walls, columns etc., may be clearly indicated and checked at any time if it is so required.

#### **6.49 CONTRACTOR IMMEDIATELY TO REMOVE ALL OFFENSIVE MATTERS**

All soil, filth or other matters of any offensive nature taken out of any trench, sewer, drain, cesspool or other place shall not be deposited on the surface but shall be at once carted away by the Contractor to place provided by him.

The Contractor shall keep the foundation and works free from water and shall provide and maintain at his own expenses electrically or other power driven pumps and other plant to the satisfaction of the Employer for the purpose, until the building is handed over to the Employer. The Contractor shall arrange for the disposal of the water so accumulated to the satisfaction of the Employer and local authority and no claims will be entertained afterwards if he does not include in his rates for the purpose.

#### **6.50 Inspection of Work**

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

#### **6.51 Quality of Materials, Workmanship, Samples & Test**

(i) All materials and workmanship shall be best of the respective kinds described in the contract and in accordance with Architect/Bank/Consultant instructions and shall be subject from time to time to such tests as the Architect/Bank/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

##### **(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/Bank/ consultant. Before submitting the sample/literature the contractor shall satisfy himself that the material/equipment for which he is submitting the samples/literature meet with the requirement of tender specification. Only when the samples are approved in writing by the Architect/Bank/consultant the contractor shall proceed with the procurement and installation of the particular material/equipment. The approved samples shall be signed by the Architect/Bank/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/Bank/Consultant shall take reasonable time to approve the sample. Any delay that might occur in approving the samples for reasons of its not meeting the specifications or other discrepancies inadequacy in furnishing samples of best qualities from various manufacturers and such other aspects causing delay on the approval of the materials/equipments etc shall be to the account of the contractor.

##### **(iii) tests**

All mandatory tests shall be carried out as per CPWD/IS specifications. If required by the Employer/Architect the Contractor shall have to carry out tests on materials and workmanship in approved materials testing laboratories or as prescribed by the Employer/Architect at his own cost to prove that the materials etc., under test conform to the relevant I.S. Standards or as specified in the specifications. The necessary charges for preparation of mould (in case of concrete cube) transporting, testing etc., shall have to be borne by the Contractor. No extra payment on this account should in any case be entertained

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

##### **(iv) Cost of test not provided for**

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

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

During the inclement weather the Contractor shall suspend concreting and plastering for such time as the Employer/Architect may direct and shall protect from injury all work when in course of execution. Any damage (during constructions) to any part of the work for any reasons due to rain, storm, or neglect of Contractor shall be rectified by the Contractor in an approved manner at no extra cost.

Should the work be suspended by reason of rain, strike, lock-outs or any other cause, the Contractor shall take all precautions necessary for the protection of work and at his own expenses shall make good any damage arising from any of these causes.

The Contractor shall cover up and protect from damage, from any cause, all new work and supply all temporary doors, protection to windows, and any other requisite protection for the execution of the work whether by himself or special tradesmen or sub-Contractor and any damage caused must be made good by the Contractor at his own expenses.

#### **6.52 REMOVAL OF IMPROPER WORK**

The Employer shall during the progress of the work have power to order in writing from time to time the removal from the work within such reasonable time or times as may be specified in the order of any materials which in the opinion of the Employer/Architect are not in accordance with specification or instructions, the substitution or proper re-execution of any work executed with materials or workmanship not in accordance with the drawings and specifications or instructions. In case the Contractor refuses to comply with the order the Employer shall have the power to employ and pay other agencies to carry out the work and all expenses consequent thereon or incidental thereto as certified by the Employer/Architect shall be borne by the Contractor or may be deducted from any money due to or that may become due to the Contractor. No certificate which may be given by the Architects shall relieve the Contractor from his liability in respect of unsound work or bad materials.

The work is liable to be technically examined and audited by the Bank's Chief Technical Examiner or Central Vigilance Commission, Govt. of India from time to time. Any defects/ improvements or testing etc. pointed out by the Chief Technical Examiner/ Technical Examiner should have to be carried out by the Contractor at his own cost and any deductions suggested by the CTE/ TE will be effected from the amount payable to the Contractor or from his security deposit etc.

#### **6.53 SITE ENGINEER**

The term "Site Engineer" shall mean the person/agencies appointed by the Employer to supervise the work. The Contractor shall afford the Site Engineer every facility and assistance for examining the works and materials and for checking and measuring work and materials. The Site Engineer shall have no power to revoke, alter, enlarge or relax any requirements of the Contractor or to sanction any day work, additions, alterations, deviations or omissions or any extra work whatever, except in so far as such authority may be specially conferred by a written order of the Employer.

The Site Engineer shall have power to give notice to the Contractor or to his foreman, of non-approval of any work or material and such work shall be suspended or the use of such materials shall be discontinued until the decision of the Employer is obtained. The work will from time to time be examined by the Architects, Engineer from the Department of the Employer and the Site Engineer if any. 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 complete.

#### **6.54 CONTRACTOR'S EMPLOYEES, LAWS, ACTS, REGULATIONS**

The Contractor shall employ technically qualified and competent supervisors for the work who shall be available (by turn) throughout the working hours to receive and comply with instructions of the Employer/Architect. The Contractor shall engage at least one experienced Engineer with minimum qualification of B.E/ B.Tech in Civil Engineering as site-in-charge for execution of the work. The Contractor shall employ in connection with the work, persons having the appropriate skill or ability to perform their job efficiently.

The Contractor shall employ local labourers on the work as far as possible. No labourer below the age of eighteen years and who is not an Indian National shall be employed on the work.

Any labourer supplied by the Contractor to be engaged on the work on day work basis either wholly or partly under the direct order or control of the Employer or his representative shall be deemed to be a person employed by the Contractor.

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

- i) Minimum Wages Act, 1948 (Amended)
  - ii) Payment of Wages Act 1936 (Amended)
  - iii) Workmen's Compensation Act 1923 (Amended)
  - iv) Contract Labour Regulation and Abolition Act 1970 and Central Rules 1971 (Amended)
  - v) Apprentice Act 1961 (Amended)
  - vi) Industrial Employment (Standing Order) Act 1946 (Amended)
  - vii) Personal Injuries (Compensation Insurance) Act 1963 and any other modifications
  - viii) Employees' Provident Fund and Miscellaneous Provisions Act 1952 and amendment thereof
  - ix) Shop and Establishment Act
  - x) Any other Act or enactment relating thereto and rules framed there under from time to time.
  - xi) Employer's Liability Act
- Any other Act or enactment relating thereto and rules framed there under from time to time.

The Contractor shall keep the Employer saved, harmless and indemnified against claims if any of the workmen and all costs and expenses as may be incurred by the Employer in connection with any claim that may be made by any workmen.

The Contractor shall comply at his own cost with the order for requirement of any Health Officer of the State or any local authority or of the Employer regarding the maintenance of proper environmental sanitation of the area where the Contractor's labourers are housed or accommodated, for the prevention of small pox, cholera, plague, typhoid, malaria and other contagious diseases. The Contractor shall provide, maintain and keep in good condition adequate sanitary accommodation and provide facilities for pure drinking water at all times for the use of men engaged on the works and shall remove and clear away the same on completion of the works. Adequate precautions shall be taken by the Contractor to prevent nuisance of any kind on the works or the lands adjoining the same.

The Contractor shall arrange to provide first aid treatment to the labourers engaged on the works. He shall within 24 hours of the occurrence of any accident at or about the site or in connection with execution of the works report such accident to the Employer and also to the competent Authority where such report is required by law.

#### **6.55 DISMISSAL OF WORKMEN**

The Contractor shall on the request of the Employer immediately dismiss from works any person employed thereon by him, who may in the opinion of the Employer be unsuitable or incompetent or who may misconduct himself. Such discharges shall not be the basis of any claim for compensation or damages against the Employer or any of their officers or employee.

#### **6.56 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 undertaken shall relieve the contractor from the responsibility of the contractor from active superintendence of the work during its progress.

#### **6.57 Insurance of Works**

Without limiting his obligations and responsibilities under the contract the contractor shall insure in the joint names of the SBI and the contractor against all loss or 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 (from the date of signing agreement to date of actual completion of work

plus 3 months) 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/Bank/Consultant the policy of insurance and the receipts for payment of the current premiums.

#### **6.58 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 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.

#### **6.59 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 following clauses. The Contractor shall indemnify the Employer and hold harmless in respect of all and any expenses arising from any such injury or damages to the person or property as aforesaid and also in respect of any claim made in respect of injury of damage under any acts on compensation or damage consequent upon such claim

#### **6.60 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/Bank/Consultant in this behalf.

#### **6.61 Third Party Insurance**

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

#### **6.62. 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/Bank/Consultant the policy or policies of insurance cover and receipts for payment of the current premiums.

The minimum insurance cover for physical property, injury, and death is Rs.5.0 lacs per occurrence or as per recent Govt. guidelines 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.

#### **6.63 Accident or Injury to Workmen**



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.

**6.64. 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 any person employed by him on the works and shall, when required, produce to the Architect/Bank/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/Bank/Consultant when required such policy of insurance and the receipt for the payment of the current premium.

**6.65 Remedy on Contractor's failure to insure**

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

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

**6.66 INSURANCE (Contractor's All Risk Policy)**

Unless otherwise instructed the Contractor shall insure the works and keep them insured until the virtual completion of the contract against loss or damage (incl. third party) by fire and earthquake, flood, wars, storms etc. The insurance must be placed with a company approved by the Employer, in the joint names of the Employer and the Contractor (the name of former being placed first in the policy) for full amount of contract and for any further sum if called to do so by the Employer, the premium of such being allowed to the Contractor as an authorized extra.

The Contractor shall deposit the policy and receipt for premiums paid with the Employer within 21(twenty one) days from the date of issue of work order unless otherwise instructed. In default of the Contractor insuring as provided above, the Employer on his behalf may so insure and may deduct the premiums paid from any money due, or which may become due to the Contractor. The Contractor shall as soon as the claim under the policy is settled or the work reinstated by the Insurance Company should they elect to do so, proceed with due diligence with the completion of the works in the same manner as though the fire has not occurred and in all respects under the conditions of the contract. The Contractor in case of rebinding or reinstatement after fire shall be entitled to extension of time for completion as the Employer may deem fit.

**6.67 ACCOUNTS RECEIPTS & VOUCHERS**

The Contractor shall, upon the request of the Employer furnish them with all the invoices, accounts, receipts and other vouchers that they may require in connection with the works under this contract. If the Contractor shall use materials less than what he is required under the contract, the value of the difference in quantity of the materials he was required to use and that he actually used shall be deducted from his dues. The decision of the Employer shall be final and binding on the Contractor as to the amount of materials the Contractor is required to use for any work under this contract.

**6.68 SUBSTITUTION**

Should the Contractor desire to substitute any materials and workmanship, he/they must obtain the approval of the Employer/Architect in writing for any such substitution well in advance. For materials designated in this specification indefinitely by such term as "Equal" or "Other approved" etc., specific approval of the Employer/Architect has to be obtained in writing.

#### **6.69 PREPARATION OF BUILDING WORKS FOR OCCUPATION AND USE ON COMPLETION**

The whole of the work will be thoroughly inspected by the Contractor and deficiencies and defects put right. On completion of such inspection the Contractor shall inform the Employer that he has completed the work and it is ready for inspection.

On completion the Contractor shall clean all windows and doors including the cleaning and oiling if necessary, of all hardware, inside and outside, all floors, stair-cases, and every part of the building. He will leave the entire building neat and clean and ready for immediate occupation and to the satisfaction of the Bank.

#### **6.70 CLEARING SITE ON COMPLETION**

On completion of the works the Contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and the works clean and in a workmanlike condition to the satisfaction of the Employer/Architect.

#### **6.71 DEFECTS AFTER COMPLETION**

The Contractor shall make good at his own cost and to the satisfaction of the Employer all defects, shrinkage, settlements or other faults which may appear within 12 months after completion of the work. In the default, the Employer may employ and pay other persons to amend and make good such damages, losses and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damages, loss and expenses shall be recoverable from him by the Employer or may be deducted by the Employer, in lieu of such amending and making good by the Contractor, deduct from any money due to the Contractor a sum equivalent to the cost of amending such work and in the event of the amount retained being insufficient recover that balance from the Contractor from the amount retained together with any expenses the Employer may have incurred in connection therewith.

#### **6.72 CONCEALED WORK**

The Contractor shall give not less than 7 days notice in writing to the Architects and Employer whenever any work is to be buried in the earth, concrete or in the bodies of walls or otherwise becoming inaccessible later on, in order that the work may be inspected and correct dimensions taken before such burial, in default whereof the same shall, at the opinion of the Employer/Architect be either opened up for measurement at the Contractor's expenses. Should any dispute or differences arise after the execution of, any work as to measurements etc., or other matters which cannot be conveniently tested or checked, the notes of the Employer/Architect shall be accepted as correct and binding on the Contractor. If any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at the Contractor's expenses, or in default thereof no payment or allowance shall be made for such work or the materials, with which the same was executed.

#### **6.73 Settlement of Disputes and Arbitration**

Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the work or the execution or failure to execute the same, whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter :

i) If the contractor considers that he is entitled to any extra payment or compensation in respect of the works over and above the amounts admitted as payable by the Architect or in case the contractor wants to dispute the validity of any deductions or recoveries made or proposed to be made from the contract or raise any dispute, the Contractor shall forthwith give notice in writing of his claim, or dispute to the Assistant General Manager (Premises & Estate)/Dy. General Manager (Premises) and endorse a copy of the same to the Architect, within 30 days from the date of disallowance thereof or the date of deduction or recovery. The said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount claimed and the contractor shall not be entitled to raise any claim nor

shall the Bank be in any way liable in respect of any claim by the contractor unless notice of such claim shall have been given by the contractor to the Assistant General Manager (Premises & Estate)/Dy. General Manager (premises) 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)/Dy. General Manager (premises) in writing in the manner and within the time aforesaid.

ii) The Assistant General Manager (Premises & Estate)/Dy. General Manager (premises) shall give his decision in writing on the claims notified by the contractor. The contractor may within 30 days of the receipt of the decision of the Assistant General Manager (Premises & Estate)/Dy. General Manager (premises) submit his claims to the conciliating authority namely the Circle Development Officer/General Manager (Corporate Services) for conciliation along with all details and copies of correspondence exchanged between him and the Assistant General Manager (Premises & Estate)/Dy. General Manager (premises)

iii) If the conciliation proceedings are terminated without settlement of the disputes, the contractor shall, within a period of 30 days of termination thereof shall give a notice to the concerned Chief General Manager/Dy. Managing Director & Corporate Development Officer of the Bank for appointment of an arbitrator to adjudicate the notified claims failing which the claims of the contractor shall be deemed to have been considered absolutely barred and waived.

iv) Except where the decision has become final, binding and conclusive in terms of the contract, all disputes 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/Dy. Managing Director & Corporate Development Officer. It will also be no objection to any such appointment that the Arbitrator so appointed is a Bank Officer and that he had to deal with the matters to which the Contract relates in the course of his duties as Bank Officer. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid by the said Chief General Manager/Dy. Managing Director & Corporate Development Officer. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

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

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

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

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

It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their 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.

#### 6.74 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 SBI 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 SBI.

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

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 / SBI is obtained, the work, will from time to time visited by the Architect / SBI 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 SBI / Bank, which shall be duly notified to the Contractor.

#### 6.75 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 SBI / 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.

#### 6.76 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 SBI / 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.

#### 6.77 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 SBI 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 SBI 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 then what was 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 SBI.

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

#### 6.78 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 SBIs approval of rates on the basis of Consultant recommendations.

#### 6.79 Deletion of items from Bills of Quantities

The SBI 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.

#### 6.80 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.

#### 6.81 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 SBI. If this is not done, such items where these materials are used will be rejected by the Architect / Consultant /SBI.

#### 6.82 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 SBI'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.

#### 6.83 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 SBI/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 SBI.

## **7. SPECIAL CONDITIONS OF CONTRACT**

### **7.1 CONTRACTOR NOT TO DEPOSIT MATERIALS IN A MANNER THAT MAY CAUSE INCONVENIENCE TO THE PUBLIC**

The Contractor shall not deposit materials on any site which will seriously cause inconvenience to the public. The Employer may require the Contractor to remove any or all materials, which are considered by him to be a danger or inconvenience to the public or cause them to be removed at the Contractor's cost.

### **7.2 INFORMATION TO BE SUPPLIED BY THE CONTRACTOR**

The Contractor shall furnish the Employer / Architect the following from time to time:

7.2.1 Detailed Industrial Statistics regarding the labour employed by him etc., every month (within 11th of succeeding month)

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

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

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

7.2.5 The list of plant and machinery employed for this work every month.

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

### **7.3 PHOTOGRAPHS**

The Contractor at his own cost shall take photographs of site and individual buildings during the progress of the work as directed by the Employer/Architect and submit two copies of each photograph with minimum size 25cm x 40 cm to the Employer/Architect.

### **7.4 INSPECTION BY THE CHIEF TECHNICAL EXAMINERS (VIGILANCE)**

The proposed work covered under this tender, during its progress and/or after completion can also be inspected by the Chief Technical Examiner/Technical Examiner or Officers of the Central Vigilance Commission, Government of India, on behalf of Employer/Architect to ascertain that the execution of the work has been done with materials and workmanship all as stipulated in the contract and as directed. Contractor shall afford all reasonable facilities to the above vigilance staff and also provide them with ladders, tapes, plumb bob, level etc., as required and directed and also necessary labour skilled, unskilled to enable them to complete their inspection / study / technical scrutiny and no extra shall be admissible to the Contractor on this account.

### **7.5. INCOME TAX**

Income tax shall be deducted from the Contractors' bills rules and regulations in force in accordance with Income Tax Act prevailing from time to time. Quoted rates shall be deemed to include this.

### **7.6 GST :**

The quoted rates shall be Exclusive of GST.

### **7.7. FIRM PRICE**

The prices shall be kept Firm till the completion of work and no escalation including statutory variation will be admissible.

### **7.8. DRAWINGS & DOCUMENTS**

The drawings accompanying the tender document are of indicative nature and issued for tendering purpose only. Purpose of these drawings is to enable the tenderer to make an offer in line with requirements of the Employer. However, no extra claim whatsoever shall be entertained for any variation in the "Approved for

Construction” and “Tender Drawings” regarding any changes/units. Construction shall be as per drawings / specifications issued / approved by the Architect during the course of execution of work. Detailed construction drawings on the basis of which actual execution of work is to proceed will be furnished to the Contractor progressively based on the detailed construction program evolved after the award of work and also based on construction progress achieved.

Detailed working drawings on the basis of which actual execution of the works is to proceed, will be furnished from time to time during the progress of the work. The contractor shall be deemed to have gone through the drawings and bring to the notice of the Engineer – in – Charge discrepancies if any, therein before actually carrying out the work.

Copies of all detailed working drawings relating to the works shall be kept at the contractor’s office on the site and shall be made available to the Engineer – in- Charge at any time during execution of the contract. The drawings and other documents issued by the Employer shall be returned to the Employer on completion of the works.

#### **7.9. CONSTRUCTION EQUIPMENT**

The contractor shall without prejudice to his overall responsibility to execute and complete the work as per specifications and Time schedule, progressively deploy adequate equipments and tools and tackles and augment the same as decided by the Engineer – in -Charge depending on the exigencies of the work so as to suit the construction schedule. The tenderer shall submit a list of construction equipments he proposes to deploy for the subject work along with deployment schedule. No construction equipment shall be supplied by the Employer. Tenderer to ensure deployment of suitable cranes and take all safety precautions during execution of work.

#### **7.10. SITE ORGANISATION**

The tenderer shall submit the details of organization proposed by him at site of work for the implementation of the works under the contract, together with bio-data of the key personnel. The contractor shall however without prejudice to his overall responsibility to execute and complete the works as per specifications and time schedule progressively deploy adequate qualified and experienced personnel together with skilled / unskilled manpower and augment the same as decided by Engineer – in – Charge depending on the exigencies of work to suit the construction schedule without any additional cost to Employer.

#### **7.11 TEMPORARY WORKS**

All temporary works, ancillary works, enabling works, including dewatering of surface and subsoil water, preparing approaches and working areas, wherever required for execution of the work, shall be the responsibility of the Contractor, and the price quoted by them shall be deemed to have included the cost of such works.

#### **7.12 EXISTING SERVICES / STRUCTURES**

Structures, drains, pipes, cables, overhead wires and similar services encountered in the course of the works shall be guarded from injury by the CONTRACTOR at his own cost, so that they may continue in full and uninterrupted use to the satisfaction of the Employer. Should any damage be done by the CONTRACTOR to any structures, mains, pipes, cables or lines (whether above or below ground etc), whether or not shown on the drawings, the CONTRACTOR must make good or bear the cost of making good the same without delay to the satisfaction of the Engineer – in – Charge.

#### **7.13. DISTINCTION BETWEEN FOUNDATION AND SUPERSTRUCTURE**

To distinguish between work in foundations and superstructures, the following criteria shall apply:

- a. For all Equipment pedestals, silos, pipe racks, other foundations and RCC structures, Work done upto 300 mm level above finished grade level will be taken as work in foundations and work above this level will be treated as work in superstructures and payments would be made accordingly.
- b. All works upto level corresponding to ground floor level shall be treated as work in “Foundation and Plinth” and all works above the ground floor level shall be treated as “Work in Superstructure”.
- c. Irrespective of what has been stated above, all pavements, RCC retaining wall, all pipe sleepers and any similar item would be take as work done in foundations irrespective of locations, nomenclature and levels given anywhere.

- d. Where not specifically pointed out all works in cellars / sumps, tank pads, cable trenches or such similar items would be taken as work in foundations.

#### **7.14. FRONTS FOR WORKS.**

The work involved under this contract includes such works as have to be taken up and completed after other agencies on the job have completed their jobs. The contractor will be required and bound to take up and complete such works as and when the fronts are available for the same and no claim of any sort whatsoever shall be admissible to the contractor on this account. Only extension of time limit shall be admissible, if the availabilities of work fronts to the contractor are delayed due to any reasons not attributable to the Contractor.

#### **7.15. HOUSEKEEPING:**

It shall be the Contractor's responsibility to keep the work area clean and tidy always and shall be done on a day-to-day basis. Scrap, debris, oil spills, etc; generated during the course of work shall be disposed/carted away to unobjectionable place and the transportation for this purpose shall be arranged by the Bidder at his cost.

#### **7.16. ABNORMAL RATES**

The Contractor is expected to quote rate after careful analysis of costs involved for the performance of the complete the work consisting all specifications and conditions of the contract. If it is noticed that the rates quoted by the tenderer is unusually high (or) unusually low it will be sufficient cause for rejection of the tenderer unless the Employer is convinced about the reasonableness of the rate on scrutiny of the analysis for such rate to be furnished by the tenderer on demand. Notwithstanding anything there in stand, the rate once accepted by the employer shall be final and shall not be subject to any claim either on account of un-workability of rates or on any other ground whatsoever.

#### **7.17. INSURANCE**

##### **7.17.1. Indemnity by the Contractor.**

The contractor shall be responsible at all times during the currency of the contract for and shall defend, hold harmless and indemnify the Employer from and against any and all claims, liabilities, costs, damages and expenses (including court cost and legal fees) arising whether by way of indemnity or otherwise, in relation to any and all losses of every kind and nature resulting from damage to or loss or, loss of use or recovery, or destruction of property, or sickness, injury or death suffered by any personnel or consultant of the contractor, its affiliates, agents or sub-contractors and damage to or loss or, loss of use or recovery or destruction of any property or equipment belonging or contracted to or otherwise in the custody of the contractor its affiliates, agents or sub-contractors or its or their personnel or consultants (other than Employer equipment) in connection with the performance of this contract.

##### **7.17.2. Contractor's Personnel and Property.**

The contractor shall be liable for and shall indemnify the Employer, the participants and Employer's personnel from and against all claims in respect of any death or injury or contractor's personnel and any damage to contractor's property in each case caused by or arising out of the performance of this contract and whether or not arising in respect of a serious event. The assumption of liability and the indemnity contained in this clause extends to any claims made against the Employer pursuant to any provision of any agreement.

All contractor's personnel which may include permanent, temporary or casual, servants, agents and / or representatives, contractual or otherwise, either contractor's and / or their sub-contractors, affiliates / subsidiaries / co-ventures shall be covered under contractor's workers compensation of statutory benefits and any damages or compensation payable in respect of accidents of injury as set forth and required by applicable law in the area of operations or such other jurisdiction under which contractor may become obligated to pay benefits.

##### **7.17.3. Due Diligence**

Apart from complying with the various expressed conditions it is necessary for the contractor to take reasonable precautions:

- : For safety of the property insured.
- : In selection of labour
- : To prevent injury, loss or damage



It is also requiring that the insured

- : To allow the insurer's access to examine the insured's premises plant and equipment
- : To minimize loss in the event of an accident.

#### **7.17.4. Compliance With insurance Warranty:**

The contractor is solely responsible for all the insurance warranties attached to the policies taken by him. The Employer should not be held responsible in any manner for non-compliance of the warranty.

#### **7.17.5. Any Other Insurance As Required Under Law:**

CONTRACTOR shall also carry and maintain any and all other insurance(s) which may be required under any law or regulation from time to time without any extra cost to Employer. Contractor shall also carry and maintain any other insurance, which may be reasonably required

#### **7.17.6. General Insurance Requirement.**

All insurance's required under Clause shall be on terms and conditions issued by insurance companies or underwriters acceptable to the Employer.

#### **7.17.7. Non Performance Of Contractors Insurance Companies:**

The insolvency, liquidation, bankruptcy or failure of any insurance company providing insurance for Contractor or its sub-contractors or failure or denial of any such insurance Company to pay claims accruing, shall not be considered a waiver of, nor shall it excuse Contractor from complying with, any of the provisions of this Contract. Nevertheless, such liability shall be to the sole account of the Contractor.

#### **7.17.8. Failure to Provide Required Insurance:**

In the event that Employer reasonably disapproves of the insurance companies concerned, or if any of the insurance policies be not procured or maintained pursuant to Employer, at its option, may notify contractor that the failure to provide the insurance is a material omission whereupon it is agreed that Employer, at its sole option, shall have the right either to purchase similar coverage, the cost thereof to be reimbursed forthwith by Contractor to Employer, or alternatively, to be deducted by the Employer from any sum due or thereafter becoming due to contractor from Employer whether under this contract or any other contract to which both Employer and contractor are parties. In any case, the liability in such situations shall be to the sole account of the Contractor. Employer, exercising right to take appropriate policy under the above situation will in no way make themselves liable even if there is any deficiency in the policy so availed of.

#### **7.17.9. No Limitation of Liability:**

The required coverage referred to and set forth in the relevant Clause shall in no way affect or limit Contractor's liability with respect to performance of the work or any obligation under the Contract.

#### **7.17.10. Period of The Insurance:**

The contractor shall take the required insurance cover as above for this work and shall Effective from the date of signing of agreement with the Employer. Policies shall be renewed regularly till the completion of work in all respects.

### **7.18 UNDERTAKING.**

The bidder shall give an under taking that he has read the SCC and GCC and other terms and conditions of the bid document and agree to abide by all terms and conditions stipulated in the bid document. Also the bidders have to confirm that none of their personnel working in the bidders organization is / are relative of any chairman / Director/ employee or member of or a Director / Partner of the bidder's company or member of or a Director / Partner of the bidder's company / Organization / partnership / proprietary concern in any way.

### **7.19 SUB CONTRACTOR:**

At the commencement of the job the contractor shall submit to the Architect/Employer the list of all Sub-contractors or other persons or firms to be engaged by the contractor to work at the site. Any tenderer who had submitted the bid for this tender and does not get the contract because of his being not the lowest will be prohibited from working as a sub-contractor for execution of this contract.

## **7.20 REVIEW MEETINGS AFTER AWARD OF WORK :**

The Contractor shall present the programme and status at various review meetings as required.

### **7.20.1 Weekly Review Meeting:**

Level of participation: Contractor's Site in charge and job Engineers.

Agenda:

- a. Weekly programme v/s actual achieved in the past week and programme for next week.
- b. Remedial Actions and hold up analysis.
- c. Employer query/approval
- d. Safety compliance

### **7.20.2 Monthly Review Meeting :**

Level of Participation :Contractor, Architect and Senior Officers of SBI

Agenda:

- a.progress status / Statistics.
- b.Completion Outlook.
- c.Major hold ups / slippages.
- d.Assistance required.
- e.Criteria issues.
- f.Employer query/approval.
- g.safety compliance.

## **7.21 PROGRESS REPORTS TO BE FURNISHED AFTER AWARD OF WORK :**

### **7.21.1 Monthly progress Report:**

This report shall be submitted on a monthly basis within ten calendar days from cut-off date as agreed upon, covering overall scenario of the work. the report shall include but not be limited, to the following.

- a) Brief introduction of the work.
- b) Activities executed/achievements during the month.
- c) schedule v/s actual percentage progress & material stocks, resource allocation and overall work.
- d) Areas of concern/problem/hold ups, impact and action plan.
- e) Resources deployment status.
- f) Safety compliance report
- g) Distribution: SBI: Three copies

### **7.21.2 Weekly Report**

This report (3 copies) will be prepared and submitted by the contractor on weekly basis and will cover following items:

- a) Activities programmed and completed during the week.
- b) Resource deployed men and machine.
- c) Qty. achieved against target in construction.
- d) Record of Man-days lost.
- e) Percentage progress, schedule and actual.
- f) safety compliance report.

## **7.22 TEST CERTIFICATES :**

The contractor shall submit the certificates for every batch of materials from recognized laboratories / agencies for approval of the Architect

## **7.23 WORKMANSHIP:**

The contractor shall maintain workmanship of different items with an idea of providing trouble-free services to the users of different facilities. For this, it is expected that different fittings/fixtures after installation should not need attendance for a period 12 ( Twelve ) months and throughout the contract period the same has to be attended by the

contractor at no extra cost to the Employer. All cement works shall have to be adequately cured as per relevant codes with no extra cost to the Employer.

#### **7.24. SUPERVISION:**

The contractor shall have to engage sufficient number of skilled persons to supervise and execute the work. The contractor shall solely be responsible for any defective construction/rectification as a result of poor supervision.

#### **7.25 SPECIFICATIONS/ CODES AND STANDARDS:**

All works under this Contract will be executed according to the specifications for works.

Whenever the details are not specifically covered in the specifications, relevant provisions in the latest revision of the Indian standard specifications (IS) or CPWD specifications will be followed. The contractor shall have to procure copies of such codes/ standards for ready reference of his own personnel as well as the Engineers at site at his own cost and without any additional reimbursement.

#### **7.26 MATERIAL AND TRANSPORT:**

All materials for successful completion of work shall have to be procured and supplied by the successful tenderer at his own cost. The materials supplied by the contractor shall be of approved quality and approval also shall have to be taken from the Architect before using the materials to the work. Rejected materials, if any, shall have to be removed by the contractor with his own labour and transport at his own cost immediately on receipt of the instruction.

#### **7.27 CLEANING DURING EXECUTION AND AFTER COMPLETION:**

On completion of the works the contractor shall reinstate and make good at his own expense any property or land which might have been disturbed and/or damaged by his works. He should also clean the site as required during execution and fully clear the site after completion of all the works. The contractor shall forward any usable materials found during the course of construction at the work site dispose of the debris all at his own expense by his own transport and labour and clean out all part of the work and leave everything clean and tidy to the entire satisfaction of Architect/Employer.

#### **7.28 EXTRA ITEMS RATES :**

The work or extra items shall be started only after the approval of extra items rates by Employer / Architect. Rates for additional or extra items of construction work, which can be derived from the contract item rates and are not covered in the contract, shall be calculated on the basis of actual cost plus 15% for profit and over heads. In case if similar works form a part of the tender the same shall be derive from such tenders rates.

#### **7.29 FAIR WAGES**

The fair wage rates for all categories of employees/labours should be as per prevailing in the district on the date of receipt of tender/work order and any notification subsequently published by the respective State Government/Central Government.

#### **7.30 MODEL RULES FOR THE PROTECTION OF HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS EMPLOYED BY CONTRACTORS**

7.30.1 "Work Place" means a place at which, at an average 50 or more workers are employed in connection with construction work.

7.30.2 "Large Work Place" means a place at which, at an average 500 or more workers are employed in connection with construction work.

**7.30.3** At every work place, there shall be maintained in a readily accessible place first aid appliance including an adequate supply of sterilized dressings and sterilized cotton wool. The appliances shall be kept in good order and, in large work place they shall be placed under the charge of a responsible person who shall be readily available during the working hours.

7.30.4 At large work places, where hospital facilities are not available within easy distance of the work. First Aid post shall be established and be run by a trained compounder.

- 7.30.5 Where large work places are remote from regular hospitals, indoor ward shall be provided with one bed for every 250 employee.
- 7.30.6 Where large work places are situated in cities, in towns or in their suburbs and no beds are considered necessary owing to the proximity of city or town hospitals, suitable transport shall be provided to facilitate removal of urgent cases to the hospitals. At other work places, some conveyance facilities, such as a car, shall be kept readily available to take injured person or persons suddenly taken seriously ill to the nearest hospital.
- 7.30.7 In every work place, there shall be provided and maintained at suitable places easily accessible to labour, a sufficient supply of cold water fit for drinking.
- 7.30.8 Where drinking water is obtained from an intermittent public water supply, each work place be provided with storage where such drinking water shall be stored.
- 7.30.9 Every water supply storage shall be at a distance of not less than 15m. from any latrine, drain or other source of pollution. Where water has to be drawn from an existing well which is within such proximity of latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap door which shall be dust and water proof.
- 7.30.10 A reliable pump shall be fitted to each covered well the trap-door shall be kept locked and opened only for cleaning or inspection which shall be done at least once in a month.
- 7.30.11 Adequate washing and bathing places shall be provided, separately for men and women. Such places shall be kept in clean and drained condition.

**7.30.12 Scale of Accommodation in Latrines and Urinals:**

There shall be provided within the precincts of every work place latrines and urinals in an accessible place, and the accommodation, separately for each for each of them, shall not be less than the following scale:

	<b>No. of Seats</b>
Where the number of persons does not exceeds 50,	2
Where the number of persons exceeds 50 but does not exceed 100	3
For every additional 100	3 per 100

**7.30.13 Latrines and Urinals for Women:**

If women are employed separate latrine and urinals, screened from those of men and marked in the vernacular in conspicuous letter. "For Women Only" shall be provided on the scale laid in 6.0. Those for men shall be similarly marked "For Men Only". A poster showing the figure of a man and a woman shall also be exhibited at the entrance of latrines for each sex. There shall be adequate supply of water close to the urinals and latrines. laid in 6.0 Those for men shall be similarly marked "For Men Only". A poster showing the figure of a man and a woman shall also be exhibited at the entrance of latrines for each sex. There shall be adequate supply of water close to the urinals and latrines.

**7.30.14 Latrines and Urinals:**

Except in work places provided with water flushed latrines connected with a water borne sewerage system, all latrines shall be provided with receptacles on dry earth system which shall be cleaned at least four times daily and at least twice during working hours and kept in a strictly sanitary condition. The receptacles shall be tarred inside and outside at least once a year.

**7.30.15 Construction of Latrines:**

The inside walls shall be constructed of masonry or some suitable heat-resisting non-absorbent material and shall be cement-washed inside and outside at least once a year. The dates of cement washing shall be noted in a register maintained for the purpose and kept available for inspection. Latrines will not be of a standard lower than borne-hole system and should have thatched roofs.

### **7.30.16 Disposal of Excreta:**

Unless otherwise arranged for by the local sanitary authority arrangements for proper disposal of excreta shall be made by septic tank or leach pit in conformity with the requirements of local public health authorities.

### **7.30.17 Provision of Shelters during rest:**

At every work place there shall be provided, free of cost, two suitable sheds one for meals and the other for rest separately for men and women for the use of labour. The height of the shelter shall not be less than 11 feet from the floor-level to the lowest part of the roof. The sheds should be roofed with at least thatch and mud flooring will be provided with a dwarf wall around not less than 750mm. Sheds should be kept clean and the space should be on the basis of at least 0.50 Square meters per head.

### **7.30.18 Creches:**

At every work place, at which 50 or more women workers are ordinarily employed there shall be provided two huts for the use of children under the age of 6 year belonging to such women. One hut shall be used for infant's games and play and the other as their bed-room. The huts shall not be constructed on a lower standard than the following:

#### **7.30.18.1 Thatched roofs:**

#### **7.30.18.2 Mud floor and walls:**

Planks - spread over the mud floor and covering matting. The huts shall be provided with suitable and sufficient openings for light and ventilation. There shall be adequate provision of sweepers to keep the place clean. There shall be two ayahs in attendance. Sanitary utensils shall be provided to the satisfaction of the Health Officer of the area concerned. The use of the hut shall be restricted to children their attendants and mothers of the children.

Where the number of women workers is more than 25 but less than 50, the Contractor shall provide at least one hut and one ayah to look after the children of women workers.

The size of creche or creches shall vary according to the number of women workers.

The creches or creche shall be properly maintained and necessary equipment like toys, etc. shall be provided.

### **7.30.19 Canteen:**

A cooked food canteen on a moderate scale shall be provided for the benefit of workers where ever it is considered expedient.

7.30.20 The above rule shall be incorporated in the contracts and in notices inviting tenders and shall form an integral part of the contract.

8.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 **0.25 % of final bill value of total work** done towards the Electric charges shall be recovered from the Contractors.

9. Contractors will have to make their own arrangement for water. However water could be arranged by the Bank at one point source, wherever possible/available. If water arranged by bank an amount equivalent to **0.25 % 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.

10.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

11. 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.

12. 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.

13. 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 done softcopy.

14. 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 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.

15. 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.

16. Necessary Labour License to be taken before commencement of work.

17. Bank will not pay any mobilization advance/ material advance and there will not be any escalation for the work.

18. No deviation will be allowed in the material specified.

19. 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.

20. 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

21. 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.

22. 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.

23. The work will be done strictly in accordance with specification and drawings and as instructed the Architects/ Client.

24. The descriptions in the bills of quantities are brief and have been compiled as correctly as possible but are not meant to be exhaustive.

25. 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.

26.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.

27.The work should be completed as per the items specified elsewhere in the document and the rate quoted shall rate quoted shall include for doing work round the clock. No extra is payable in this respect.

28.The successful tenderer shall co-ordinate to other agencies engaged by the SBI.

29.Specification of relevant clause of NBC / CPWD shall be the base line requirements to execute the items of work

30.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:**

## 8.0 SAFETY CODE

### SAFETY MEASURES AT SITE:

8.1. All personnel at site should be provided with Helmets and Safety Boots with some Identification Mark. Visitors also should be provided with Helmets. It should be ensured that these are used properly.

8.2. First Aid Box should be kept at site with all requisite materials.

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

8.4. Suitable scaffolds should be provided for workmen for all Works that cannot safely be done from the ground, or from solid construction except such short period Work as can be done safely from ladders. When a ladder is used an extra Mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well as suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than  $\frac{1}{4}$  to 1 ( $\frac{1}{4}$  horizontal and 1 vertical).

8.5. Scaffolding or staging more than 3.5 meters above the ground or floors, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached, bolted, braced and otherwise secured at least 1 Meter high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.

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

8.7. Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 1 Meter. Wherever there are open excavations in ground, they shall be fenced off by suitable railing and danger signals installed at night so as to prevent persons slipping into the excavations

8.8. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 Meters in length while the width between side rails in rung ladder shall in no case be less than 30cms for ladder upto and including 3Meters in length. For longer ladders this width should be increased at least 6mm for each additional 30 cms. Uniform step spacing shall not exceed 30cms.

8.9. Adequate precautions shall be taken to prevent danger from electrical equipments. For electrical on line works gloves, rubber mats, and rubber shoes shall be used.

8.10. All trenches 1.2 Meters or more in depth shall at all times be supplied with at least one ladder for each 30 Meters length or fraction thereof. Ladder shall be extended from bottom of the trench to at least 1 Meter above the surface of the ground. The sides of the trenches, which are 1.5 Meters or more in depth shall be stepped back to give suitable slope, or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 Meters of the edge of the trench or half of the depth of the trench whichever is more cuttings shall be done from top to bottom. Under no circumstances undermining or under cutting shall be done.

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

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

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

c) All practical steps shall be taken to prevent danger to persons employed from risk or fire or explosion or flooding. No floor, roof or other part of the building shall be so over-loaded with debris or materials as to render it unsafe.

d) All necessary personal safety equipment as considered adequate by the Site Engineer should be kept available for the use of the persons employed on the Site and maintained in a condition suitable for immediate use; and the Contractor should take adequate steps to ensure proper use of equipment by those concerned.

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

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

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

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

i) When workers are employed in sewers and manholes, which are in use, the Contractor shall ensure that the manhole covers are opened and are ventilated at least for an hour before the workers are allowed to get



into the manholes and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals and boards to prevent accident to the Public.

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

- a) These shall be of good mechanical construction, sound material and adequate strength and free from patent defect and shall be kept in good repairs and in good working order.
- b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
- c) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in-charge of any hoisting machine including any scaffold, winch or give signals to the operator.
- d) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or lowering or as means of suspension the safe working load shall be ascertained by adequate means.
- e) Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of hoisting machine having a variable safe working load, each safe working load of the conditions under which it is applicable shall be clearly indicated. No part of any machine or of any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
- f) Motor, Gearing, Transmission, Electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards, hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load, adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced.
- g) When workers are employed on electrical installation, which are already energized, insulating mats, wearing apparel such as gloves, sleeves, and boots as may be necessary should be provided. The workers should not wear any rings, watches and carry keys or other materials, which are good conductors of electricity.

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

8.14. The Contractor shall take all measures on the site of work to protect the public from accidents and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any such persons or which may with the consent of the Contractor, be paid to compromise any claim by any such person.

8.15 The Contractor shall not employ men below age of 18 years and women on the work of painting with products containing lead in any form. Where ever men above the age of 18 years are employed on the work of lead painting, the following precautions should be taken.

8.16 No paint containing lead or products shall be used except in the form of paste or readymade paint.

8.17 When the work is done near any place where there is risk of drowning, all necessary equipment should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work

8.18 To ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangements made by that Contractor shall be open to inspection by the Labour Officer, Architect of the department or their representatives.

8.19 Penalties for Violation/Non-adherence of safety procedures and practices:

<b>Event</b>	<b>Penalty</b>
Absence of Resident Engineer of Contractor in site	Rs.1000 per Meeting
For non use of Personal Protective Equipment (Helmet,goggles,gloves, Safety belts, etc.,)	Rs.250/- per day/ item / person
Working at height / depth without permit and / or failure to arrange fall-protection arrangement (while works continue at heights / depth, i.e., 1.5 mtrs)	Rs.1000/- case/day
Failure to have regular site safety Inspection (by contractors themselves) every week	Rs.1000/- Week
Working without clearance	Rs.5000/- per

	occasion
Hot work without proper Clearance/ permit	Rs. 10000/- per occasion
Non-Display of name board Permit etc.	Rs.500/- per occasion
Non fencing of excavated area	Rs.1000/- per occasion
Inadequate First Aid Box	Rs.500/- per occasion
For not providing shoring/ strutting/ proper slope and not keeping the excavated earth at least 1.5M away from the excavated area	Rs.5000/- pre occasion

The rate of above penalty shall be double in case of violation of aforesaid acts more than three times during the pendency of the contract. In case of accidents depending on the seriousness of injury etc. in addition to the hospitalization / Treatment charges and Group insurance amount, compensation shall be paid by the Contractor to the affected person / his family members in presence of Architect as per Workmen Compensation Act.

## **8.20 RESTRICTIONS ON PROCUREMENT FROM BIDDERS FROM A COUNTRY OR COUNTRIES. ON GROUNDS OF DEFENSE IN INDIA. OR MATTERS DIRECTLY RELATED THERETO, INCLUDING NATIONAL SECURITY**

"Restrictions under Rule 144 (XI) Of General Financial Rules 2017 of Ministry of Finance, India order No.F.No.6/18/2019/PPD dated 23.07.2020

I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority (registration committee constituted by the Department for promotion of Industry and Internal Trade).

II. 'Bidder'(including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial judicial person not falling in any of descriptions of bidders stated herein before, including any agency branch or office controlled by such person, participating in a procurement process.

III. 'Bidder from a country which shares a land border with India (such a country )' for this purpose means:

- An entity incorporated, established or registered in such a country; or
- A subsidiary of an entity incorporated, established or registered in such a country; or
- An entity substantially controlled through entities incorporated, established or registered in such a country or
- An entity whose beneficial owner is situated in such a country; or
- An Indian (or other) agent of such an entity; or
- A natural person who is a citizen of such a country, or
- A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

IV. The beneficial owner for the purpose of (iii) above will be as under:

1. In case of A Company or Limited liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more judicial person, has a controlling interest or who exercises control through other means.

Explanation.

- "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;
  - "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more judicial person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more judicial person, has ownership of or entitlement to more than fifteen percent of the property or the capital or profits of such association or body of individuals;
4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V. An Agent is a person to do any act for another, or to represent another in dealings with third person.

VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

VII. All bidders need to submit a declaration-cum-certificate (along with evidence) in this regard as per the format given below. Failure to submit such valid declaration-cum-Certificate will make the bid liable for rejection.

**PROJECT: CIVIL WORKS AT NEW PREMISES OF ANNAUNIVERSITY BRANCH WORKS**

Declaration-cum- Certificate on the letter head of bidder regarding restrictions on procurement from bidders from a country or countries on grounds of defense in India. Or matters directly related thereto, including national security

I/We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India;

I/We, the bidder (Specify full name -----) certify that we are NOT from such a country OR, if from such a country, has been registered with Competent Authority.

I/We hereby certify that we fulfil all requirements in this regard and is eligible to be considered.

(Signature of Authorized Signatory along with Seal)

Name of authorized signatory:

Designation of Authorized signatory:

List of Evidences enclosed.

1. Copy of certificate of valid registration with the Competent Authority (Score out if not applicable)
- 2.
- 3.
- 4.

Date:

Place.

## **9. TECHNICAL SPECIFICATIONS**

### **1 CEMENT:**

The Contractor shall, at his own expense procure and provide all materials including cement and steel required for the work.

The Contractor shall procure all the materials in advance so that there is sufficient time for testing and approving of the materials and clearance of the same before use in work.

All materials brought by the Contractor for use in the work shall be got checked from the Architect or his authorized representative of the work on receipt of the same at site before use.

The Contractor shall also employ necessary watch and ward establishment for the safe custody of materials at his own cost.

Contractor has to produce manufacturers test certificate for each lot of cement & steel procured at site.

#### **CONDITIONS FOR CEMENT:-**

Supply of cement shall be taken in 50 kg. bags bearing manufacturer's name and ISI marking, along with manufacturers test certificate for each lot. Samples of cement arranged by the Contractor shall be taken by the Architect and got tested in accordance with provisions of relevant BIS Codes. In case test results indicate that the cement arranged by the Contractor does not conform to the relevant BIS Codes, the same shall stand rejected and shall be removed from the site by the Contractor at his own cost within a week's time of written order from the Architect to do so.

Cement register as per the proforma given by Architect for the cement shall be maintained at site. The account of daily receipt and issue of cement shall be maintained in the register by the authorized representative of the Architect and signed daily by Contractor or his authorized agent.

Cement which is not used within 90 days from its date of manufacture shall be tested at reputed laboratory. Until the results of such tests are found satisfactory, it shall not be used in any work.

### **2 CONDITIONS FOR STEEL:**

The Contractor shall procure Thermo-mechanically treated (T.M.T) steel reinforcement bars conforming to relevant BIS codes from TATA / SAIL / VSP. The Contractor shall have to obtain and furnish tests certificates to the Architect in respect of all supplies of steel brought by him to the site of work. Samples shall also be taken and got tested by the Architect as per the provisions in this regard in relevant BIS codes. In case the test results indicate that the steel arranged by the Contractor does not conform to BIS codes; the same shall stand rejected and shall be removed from the site of work by the Contractor at his own cost within a week's time from written orders from the Architect to do so.

The mild steel and medium tensile steel bars to be used shall conform to latest version of IS : 432 and cold twisted bars and TMT bars shall conform to the latest version of IS : 1786.

### **3 - BRICK WORK**

Sand for Masonry Mortars: Unless otherwise indicated, sand for masonry mortars shall consist of natural river sand (generally termed as coarse sand) conforming to IS 2116-1965 specifications for sand for masonry mortars. Sand shall be hard, durable, clean and free from adherent coatings and impurities such as iron particles, alkalis, salts, coal, mica, shale or similar laminated or other materials exceeding the specified limit. Grading of sand shall be as under:

Percentage Passing by weight	IS Sieve	
	Un reinforced masonry	Reinforced masonry
4.75mm	100	100

2.36mm	90-100	90-100
1.18mm	70-100	70-100
600 micron	40-100	40-100
300 micron	5-70	5-70
150 micron	0-75	0-10

The maximum quantities of clay, fine silt and fine dust in sand shall not be more than 8 percent by volume, Organic impurities shall be below that obtained by comparison the standard solution on specified in 6-2-2 of IS 2386 (Part II 1983). The coarse/fine sand shall be from river conforming to the above standards.

Common Burnt clay building brick : Common burnt clay building bricks (herein-after termed as bricks shall conform to the requirements laid down in IS-1077-1976 for common burnt clay building bricks. Bricks shall be class designation 75, sub Class 'A' as per parameters given in the IS regarding edges, dimensions etc. The overall dimensions shall however be as per local practice of moulds. Water absorption after immersion in cold water for 24 hours shall not exceed 20% and grading for efflorescence shall be less than moderate. Bricks shall be free from cracks, flaws and nodules of free lime. Dimension shall be all within tolerance. Under/over burnt bricks and warped bricks shall be totally rejected.

Test check on random samples from each lot of bricks brought at site shall be carried out for compressive strength and water absorption test. Results of these tests duly signed and dated by Contractor, Architect/Bank shall be recorded in a separate register, which shall be kept with the Engineer in charge.

**WORKMANSHIP - MASONRY MORTARS-** Preparation of Cement Mortars: Mortar shall be of mix as indicated. The mixing specified is by volume. Mixing shall be done in a mechanical mixer. The mortar shall be mixed at least three times after adding of water. The cement mortar shall be freshly mixed for immediate use. Any mortar which has commenced to set shall be discarded and removed from the site.

Bond: All brick works shall be built in English bond, unless otherwise indicated. Half brick walls shall be built in stretcher bond. Header bond shall be used for walls curve on plan for better alignment, header bond shall also be used in foundation, stretchers may be used when the thickness of wall renders use of header impracticable. Where the thickness of footings is uniform or a number of courses, the top course of the footings shall be of headers. Brick courses at DPC level and at all slab levels below the bearings of slab shall be as bricks on edges.

Half or cut brick shall not be used except where it is necessary to complete the bond.

Overlap in stretcher bond is usually half brick and is obtained by commencing each alternate course with a half brick. The overlap in header bond which is equally half the width of the brick is obtained by introducing a three quarter brick in each alternate course at quoins. In general, the cross joints in any course of brick work shall not be nearer than a quarter of brick length from those in the course below or above it.

Curing: The bricks shall be adequately wet before use and brickwork shall be constantly kept wet for atleast seven days.

Half Brick Walls: The bricks shall be laid in stretcher bond in cement and sand mortar 1:4 (1 cement : 4 coarse sand) or as indicated. The reinforcement shall be 2 Nos. MS round bars or as indicated and as described in steel and Ironwork. The diameter of bars shall be 6mm. The first layer of reinforcement shall be used at second course and then at every fourth course of brick work. The bars shall be properly anchored (min. 150mm) at their ends where the portions and or where these walls join with other walls columns. The inland steel reinforcement shall be completely embedded in mortar. Overlap in reinforcement if any, shall not be less than 30 cm. The cover i.e. the mortar interposed between the reinforcement bars and brick shall not be less than 6mm. The mortar covering in the direction of joints shall be not less than 15mm.

Brick work in foundation upto plinth: Brickwork in foundation shall be with brick of class designation 75 upto plinth level in cement mortar 1:6 (1 cement: 6 coarse sand).

Brick work in Super structure : Brickwork in superstructure including parapets shall be bricks of class designation 75 in cement mortar 1:6 (1 cement: 6 coarse sand).

Brick work in Steps of staircase : Brickwork in steps of staircase shall be in bricks of class designation 75 in cement mortar 1:6 (1 cement: 6 coarse sand).

Parapets and Railings : Parapets and railing shall be provided to balconies, Terraces, roof tops and stair landing etc. of upper floors as per details shown on drawings.

#### 70mm Thick Brick Work

70mm thick brick work shall be provided with bricks of class designation 75 in cement mortar 1:3 (1 cement : 3 coarse sand) wherever shown in the drawings.

### 4 JOINERY WORKS

#### General

The type of shutters for doors, windows, ventilators etc. viz. paneled glazed wire gauzed and flush shall be as indicated and detailed in the drawing/specifications.

#### TIMBER:

a) Quality : Unless otherwise specified timber used in wood work shall be of approved quality from the species of wood listed in IS 399-1963.

b) Timber shall be well seasoned, proper dressed, of uniform colored and durability of reasonably straight grains and shall be free from knots, cracks, shakes, splits, cross grains, decay and sapwood etc.

c) Teak Wood : Moisture content of timber used in wood work shall be as close as possible to the lower values laid down in the table below.

S.No.	Type of Wood work	Recommended range of moisture content (%)
1	Frames of doors and windows etc.	16 to 18 %
2	Shutters of doors and windows etc.	15 to 16 %
3	Frame work for ceiling, cladding etc.	16 to 18 %

Flush Door shutters: Door shutters shall be 35 mm thick craft master wooden moulded door having hard wood timber frame of 29 mm tk Core and door facing plates ( wooden fiber plates) pasted on both sides with overall thickness of doors to be 35 mm. The core shall be solid core using machine filled rigid expanded polyurethane foam of density 45 kg / cubic meter. Minimum width of frame shall be 65 mm th with additional wooden blocks for fixing of locks etc. door facing plates shall be 3.2 mm thk. Phenolic bonded passing the test as required vide IS 2380 and formaldehyde test as per IS and boil test as per is 4020. Water absorption should be less than 16% after 2 hours and less than 36% after 24 hours. Moisture content should not be more than 8%.

Testing of Flush Door / Wooden Moulded Door Shutters: On receipt of the shutters at site the Architect/Bank shall be entitled to get the samples of door shutters tested in any approved laboratory. From each lot of approximately 100 shutters, one shutter shall be selected at random. The cost of replacement of the door shutters selected as samples, their transportation to the laboratory and cost of testing by the laboratory shall be borne by the Contractor.

Glazed & Gauzed Door Shutters : Shutters shall be 35/40 mm thick. These shall consist of first class Teak wood styles, top, bottom and lock rails as per details shown on drawings. Timber to be used for these shutters shall be of good quality, seasoned of material growth and conforming to IS 4021-1963. Seasoning and ASCU treatment shall be done as per IS-402-1962. Styles and rails of shutters shall be in one piece only. Styles and rails shall be jointed to each other by tenon or mortice at right angles. Mountings and glazing bars shall have joints and shall be strub tenoned to the maximum depth which the size of member would permit.

Wire gauge shutters : shutters shall be of 35mm thick wire gauge shutters, wire cloth shall be securely housed in rebates by giving a right angled bend and fixing by means of suitable staples at intervals of 75mm. Over this wooden bead of specified size shall be fixed with nails, or screws, where indicated to cover the rebate fully. The space between the beading and the rebate shall be filled with putty to give it a neat finish. Exposed edges of the beads shall be rounded.

Door and windows shutters shall be provided as per details shown on the drawings.

The bottom of door shutters shall be 5mm above the finished floor level.

The glass panes shall be free from flaws, specks or bubbles and shall have square corners and straight edges. The glass panes shall be so cut that it fits slightly loose in the frames. The glass pane shall be fixed to the shutter with first glass hardwood beading of size as indicated properly screwed to the shutter with steel nails and necessary adhesive as per details as shown on drawings.

#### 5.Unplasticized Rain Water Pipes:

a) The rain water pipes and fittings shall be provided with unplasticized PVC pipes conforming to IS-4985-81 and ISI marked. The u PVC pipes shall be of outside diameter 110 mm, 90mm and 165mm as shown on drawings and of working pressure 6 Kg./sq. cm. Internal & external surfaces of the pipes shall be smooth and clean, reasonably free from grooving and other defect. The U PVC pipes shall be jointed with PVC solution for concealed pipes and for exposed pipes with PVC collars by using lubricating solvent solution. Fittings shall be injection moulded or fabricated type conforming to IS-8008-1976 (Part I and IV) and/or IS 8360-1970 (Part-I to III) and/or as per manufacturers recommendations. The pipe shall start from 150mm above plinth protection at ground level with bend and a tee junction shall be provided at all terrace levels to collect water from khurras and vertical pipe shall be extended upto top of parapet. At top PVC cowl shall also be fitted.

b) Cast iron chamber and grating at the top and outlet of every rain water pipe shall be provided and shall fit snugly on the socket end of the pipe. The perforations in the grating shall be at least 60% of the total area of gratings.

c) Where the rain water pipes are to be provided concealed within masonry the pipes shall be embedded in the walls with PCC 1:3:6 (1 cement: 3 coarse sand :6 stone aggregate 20mm down gauge) encasing all round. External surface of the pipes shall be painted with PVC adhesive and then coarse sand shall be sprinkled before embedding the pipe in the concrete for proper gripping with concrete.

d) Rain water pipes running down along the walls/columns shall be firmly fixed to the wall/ column at all joints and one meter spacing on pipe with PVC clips as per manufacturer instructions.

e) Provide angled end pieces CI shoes at bottom and splash stones of size 450 x 300 x 20mm embedded in plinth protection. Stones shall be quartzite chisels dressed.

## 6 INTERIOR PLASTIC EMULSION AND FINISHING ( PAINTING )

1. Emulsion shall be provided to all ceiling and internal surfaces of lofts staircase, stair lobby and of all building as shown on drawings/specification.

2. Emulsion of approved shade shall be provided to all internal surfaces of walls as shown on drawings/specification.

3. Before application of Emulsion the surfaces shall be prepared to a clean and even surface.

4. Emulsion shall be carried out in three coats.

5. Emulsion shall be carried out over white cement based putty and primer as per manufacturer instructions to give even shade.

6. Emulsion shall be applied in specified coats by using flat brushers or spray pumps. Each coat shall be allowed to dry before next coat is applied, if additional coats than what have been specified are necessary to obtain uniform and smooth finish, it shall be given at no extra cost.

7. The finished dry surface shall not show any signs of cracking and peeling nor shall it come off readily on the hand when rubbed.

## 7 WALL PUTTY : BIRLA PUTTY

### APPLICATION

1. Before applying remove all loosely adhering material from the wall surface with sand paper, putty blade or wire brush.

2. Moisten the walls with sufficient quantity of water.

3. Mix the putty with 40- 50% water to make a workable paste.

4. Apply the first coat of putty on moistened surface from bottom to up words uniformly and left to dry for at least 3 hours.



5. Apply second coat and allows to dry for one day and finally rub the surface with fine emery paper to remove unevenness and to get glossy white surface.

6. Emulsion shall be applied in specified coats by using flat brushers or spray pumps. The shade of the paint shall be used as approved by Employer/ Architect Each coat shall be allowed to dry before next coat is applied, if additional coats than what have been specified are necessary to obtain uniform and smooth finish it shall be given at no extra cost.

7. The finished dry surface shall not show any signs of cracking and peeling nor shall it come off readily on the hand when rubbed.

## 8 EXTERIOR PAINTING

Exterior Emulsion / Texture Paint : Before the application of Apex, the surface shall be cleaned and wetted with water. Two or more coats of cement base paint shall be applied to give even shade on all external cement plaster surfaces, internal cement plaster surfaces of parapets, soffits of chajjas, lintels, beams, and sills as shown on drawings/specifications. The shade of the paint shall be used as approved by Employer/ Architect. Each coat shall be cured well by wetting surfaces for at least three days. This shall apply to all buildings.

Painting to Steel Surfaces: All exposed steel surfaces shall be prepared, cleaned with sand paper to completely remove scales and rusts and shall be painted with two or more coats of synthetic enamel paint to give an even shade over one coat of steel primer. The shade of synthetic enamel paint shall be as approved by Employer/ Architect.

Painting to CI and GI Pipes : All exposed CI and GI pipes shall be painted by applying two or more coats of synthetic enamel paint. The shade and quality shall be as approved by Architect/ Employer.

MODE OF MEASUREMENTS FOR PAINTING: The method of measurement for painting works will be as per IS : 1200 (Part 15) -latest edition

## 9 - INTERNAL PLUMBING WORK

(INTERNAL WATER SUPPLY, PLUMBING, INTERNAL DRAINAGE)

### GENERAL

1. Work under this contract shall consist of furnishing all labor, materials, equipment and appliances necessary and required. The Contractor is required to completely furnish all the plumbing and other specialized services as described hereinafter and as specified in the schedule of quantities and/or shown on the plumbing drawings.

2. Scope of internal water supply, plumbing, internal sewerage and drainage shall consist of providing and fixing of the following as shown on drawings/specifications.

- (a) GI pipe or CPVC pipes with fittings and valves for cold and hot water supply.
- (b) Sanitary fixtures, CP fittings and accessories.
- (c) Soil, waste, vent, rain water pipes and fittings.
- (d) Overhead water tank at Terrace with supports.
- (e) Internal Drainage including gully traps.

3. The entire work shall be carried out by licensed plumbers.

### Water Supply

4. Scope of internal water supply will include the following :-

(a) over head water tank of capacity as specified 3 layered PEF insulated complete with all fittings including Man Hole cover, Ball valve and necessary supports for fixing on terrace/roof, as per details shown on the drawings/specifications.

(b) All CPVC pipes and fittings from over head tank to all taps, wall mixers, wash basins, cisterns, sinks, geyser points, washing machine and showers as shown on drawings/specifications.

c) Provision of hot and cold water supply lines in all toilets and kitchen .

NOTE : External water supply distribution mains including water services connection of each Block up to OH tanks (at terrace) and control valves for water supply lines .

## MATERIALS

1. All CPVC pipes shall be ISI marked of approved makes.
2. All CPVC fittings shall be ISI marked.
3. Valve shall be heavy Gun metal full way confirming to IS-778-1971 class I and ISI marked.

## LAYING, FIXING AND FITTINGS OF CPVC PIPES

1. All CPVC pipes below ground shall be laid in trenches and shall have minimum cover of 600mm.
  2. The runs of the pipes shall be straight and pipes shall not run diagonally. Proper bends, elbows, tees at turnings/corners shall be used.
  3. All CPVC pipes with necessary fittings wherever they are laid on internal faces of the walls shall be concealed in chase. On external faces they will be laid on walls fixed with G.I. clamps or on M.S. angle iron brackets as shown in drawings/specifications.
  4. In the concealed portion of plumbing no joints shall be provided in the pipe lines except in the fittings i.e., bends, elbows, tees and nipples where required.
  5. All CPVC pipes for water supply (Hot or cold) within toilets and kitchen shall be laid in walls only.
  6. For each block the size of down comers, branch pipes from the ring (at terrace) from over head tank and branch pipes from down comers shall be of sizes as shown on drawing/specifications.
  7. CPVC Pipes and fittings shall be jointed with CPVC solvent cement. All pipes shall be fixed in accordance with layout shown on the drawings/specifications. Care shall be taken to avoid air pockets. CPVC pipes inside toilets shall be fixed in wall chases at least 30cm above the floor.
  8. CPVC pipes in shafts and other locations shall be supported by GI clamps of design as indicated in the Typical detail. Pipes in wall chases shall be anchored by iron hooks.
  9. Unions: Contractor shall provide adequate number of unions on all pipes to enable dismantling later. Unions shall be provided near each gun metal valve, stop cock, or check valve and on straight runs as necessary at appropriate locations as per direction of Architect/Bank.
  10. Puddle Flanges: Puddle flanges shall be provided to all connection i.e. inlet overflow and scour of the over head tank wherever required.
  11. Pipe Protection : All pipes in chase or under floors or below ground shall be protected against damages.
- (c) Vent pipes : Each down take pipe shall be provided with a vent pipe. The height of the vent pipe shall be 150mm above the top of the water tank.

## Testing of CPVC pipes

- (a) All pipe lines shall be tested hydraulically to pressure of 7Kg./Sq.cm. for a minimum period of 24 hours for leakage.
- (b) The pipe line in chase of under floors/ground shall be covered up only after the testing is carried out satisfactorily and passed by the Architect/Bank.
- (c) The instrument, equipment and water for testing shall be arranged by the contractor without extra charges. (i.e. Hydraulic testing machine with pressure gauge).
- (d) A test register shall be maintained by the contractor and all entries shall be signed and dated by the Contractor and Architect/Bank.

## Insulation

Hot water line in chases shall be provided with 20mm thick insulation by wrapping 6mm dia asbestos rope and finishing with a coat of 85% magnesia.

## Approval of layout of pipes and position of fixtures at site

a) The Contractor shall mark the location of all fixtures and fittings and layout of pipes on the terrace walls/ground at site and taken approval of Architect/Bank before commencement of cutting chases for pipes within the building and digging trenches outside the building.

## Sanitary Fixture and CP Fittings and Accessories

a) All sanitary ware shall be first quality white-vitreous china and shall be inclusive of all fixing devices nuts, bolts and hangers/Brackets.

These shall be from one of the following manufactures:-

- i) Hindustan Sanitary Ware
- ii) Parry Ware
- iii)Hydrobath

b) It will be ensured that all sanitary fixtures are from one manufacturer only for the entire work. However, if due to any reason contractor proposes to provide part quantity from other manufacturers approved above, then he may be permitted, but he will have to obtain specific approval of Employer/Architect for this change in brand. This will be subject to that all items and fixtures in any particular block/other buildings shall be always of one manufacturer only. In no circumstances items of two manufacturers shall be used in all of the toilets of particular block/other buildings.

## Kitchen sink and draining Board:

a) Kitchen sink and draining boards shall be of stainless steel (NIRALI) make. The sink and draining board shall be in one piece of following sizes with rectangular compartment/bowl. Each sink shall be provided with one CP brass waste and PVC waste pipe.

b) Kitchen Sink shall be supported on RCC platform having suitable cut for the bowl of the sink as per the details shown on the drawings.

c) All bib cocks, stop cocks, angle-valves, pillar taps, mixtures, showers rose & arm, bottle traps, CP waste and inlet connections and other minor fittings shall be brass chromium plated. These shall be ISI marked where manufactured. Contractor shall obtain the approval of the name of the manufacturer and brand of CP brass fittings from Employer/Architect before placing the supply order. If demanded, a copy of the Bureau of Indian Standard letter under which the manufacturer has been issued the license and authorized to mark the five items of CP brass fittings as listed in hereinafter below with ISI marking should be submitted One sample of each fittings of the particular brand duly ISI marked shall be given by Contractor.

e)If any of the CP brass fittings which are not manufactured as ISI marked these shall be of the same brand of other ISI marked CP brass fittings approved by Employer and Architect.

f)All chromium plated brass fittings and accessories shall be provided with CP cast brass wall flanges.

g)For fixing of CP brass fittings wherever required CP brass extension pieces shall be provided.

h)Fixing screws shall be half round head chromium plated brass screws with CP washers.

i)All exposed pipes, if any, within the toilets and near the fixtures shall be chromium plated brass except otherwise specified.

### **List of Materials for Civil works**

<b>Sl no</b>	<b>Names of materials</b>	<b>Approved Makes</b>
1.	Cement – 53 Grade	Ramco, Ultra Tech, Dalmia, Coramandal, Chettinadu, CCI, ACC, Zuari , Birla
2.	Steel Reinforcement – Fe500	TATA, SAIL, Vizag, TISCO
3.	Vitrified Flooring (1 <sup>st</sup> Quality)	Nitco, Kajaria, Somany, RAK, Johnson,
4.	Tile adhesive	Ramco, Bal Endura, Weber
5.	Ceramic (1 <sup>st</sup> Quality)	Nitco, Kajaria, Somany, RAK
6.	Wall Tiles (1 <sup>st</sup> Quality)	Nitco, Kajaria, Somany, RAK
7.	Sanitary Fixtures	Hindware, Parryware, Cera
8.	Sanitary Fittings (ISI Make)	Hindware, Kohler or equivalent
9.	Soil waste, Water line & Rain water pipes	Supreme / Prince / Ashirvad or equivalent
10.	Water proofing Component	Fosroc, cera – chem, Dr.Fixit
11.	Aluminium joineries	Jindal, Saint Gobain, HINDALCO, GALCo, MAAN
12.	UPVC Window, Ventilator	Fenesta, NCL, or equivalent
13.	Glass	Saint Gobain, Modi or equivalent
14.	Plastic Emulsion, Oil bound Distemper, Synthetic enamel paint	Asian, Berger, ICI, Nerolac
15.	Cement Paint	Supercem, Snowcem
16.	Exterior Emulsion	Asian, Nerolac, Berger,
17.	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
18.	Soil waste & Vent pipe	Supreme / Prince / Ashirvad or equivalent
19.	Construction Repair chemicals	Fosroc, Cera-chem, Dr.Fixit, Bostikor equivalent

**List of Materials for Interior works**

S.no	Names of materials	Approved makes
1	Plywood	Mayur ply - Gold, Green Ply - Ecotec, Archid Ply - selvin, Century Ply – Saink, Associates Swathi, Sharon, kit
2	Laminate / Veneer	Archid, Greenlam, Century, Aica(Sunmica), VIR, Aica , Merino, Royaltouch, Associates, Formica , URO , Durain
3	Wooden flooring	Pergo, Squarefoot,
3	Paint	ICI,(Duco ), Asian, Nerolac, Berger (Premium)
4	Emulsion paint , synthetic enamel , OBD	Asian , Berger , ICI, Nerolac
5	Varnish	Asian, Sheenlac, pidilite
6	Melamine	Asian, Sheenlac MRF,
7	Furniture fittings and fixtures , Telescopic slides	Godrej sleek , Hettich , Haffel
8	Wood	First / second class teakwood / salwood / White Cedar wood to IS :4021 of good quality, well seasoned and free from defects for wall paneling partitions and other works
9	Nova spray	Gillanders , Arbutno, & Co.Ltd
10	Hardware fittings viz., Door closers / Floor spring	Hettich, Hafele, Dorma, Ozone, Ebco
11	Locks	Dorma, Godrej, ebco
13	Clear Glass / Tinted Glass	Indo – Ashahi , saint – Gobain ., Modi- Guard
14	Vinyl Flooring	Armstrong, LG
15	Pre laminated particle board	Novapan ,Archid, Merino
16	MDF Interior / exterior grade	Nuwud , Duratuff
17	Gypsum false ceiling	Gypsum India/LaFarge
18	Mineral Fibre Board	Armstrong, Minwool, AMF
19	Dry wall	Saint Gobain / USG Global