

# **PART - A (TECHNICAL BID)**

## **TENDER DOCUMENTS**

**FOR**

**E-Reverse auction tender for ‘Interior Works and Civil works (Partial) for Aligarh Main Branch at Aligarh, Uttar Pradesh’**

<b>TENDER ID</b>	<b>RBO-4/2023-24/03</b>
<b>START DATE</b>	<b>07.07.2023</b>
<b>LAST DATE</b>	<b>21.07.2023; 3:00 P.M</b>
<b>OPENING DATE</b>	<b>21.07.2023; 3:30 P.M</b>

**TENDER COST : NIL**

**CLIENT : State Bank of India,  
Regional Business Office - 4,  
Swarna Jayanti Nagar, Ramghat Road  
Aligarh, Uttar Pradesh - 201001**

**ARCHITECT : M/s. Srishti Consulting Service,  
Plot no-156, 3G-NIT,  
Faridabad, Haryana-121001  
Phone no: 9811778024  
Email: scs2k3@gmail.com**

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Tender documents are in two parts (Volumes) i.e. Part - A and Part - B

### PART - A (TECHNICAL BID)

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## NOTICE INVITING TENDER (NIT)

State Bank of India invites online tenders on item rate basis from the Bank's Empanelled Contractors of Delhi Circle for **Interior & Furnishing Works above Rs. 50 Lakh (IC, IB & IA category)** for **E-Reverse auction tender for "Interior Works and Civil works (Partial) for Aligarh Main Branch at Aligarh, Uttar Pradesh"**.

Details of tenders are as under:

1.	Name of Work	:	<b>E-Reverse auction tender for "Interior Works and Civil works (Partial) for Aligarh Main Branch at Aligarh, Uttar Pradesh"</b>
2.	Time allowed for completion	:	<b>70 Days</b> (Part-A- 40 Days) (Part-B - 30 Days) from date of handing over of the site.
3.	Estimated Amount	:	Rs. 86,10,213/- (Rupees Eighty Six Lacs Ten Thousand Two Hundred and Thirteen Only)
4.	Earnest Money Deposit (EMD)	:	<b>Rs. 86,000/- (Rupees Eighty Six Thousand only)</b> by crossed Bank Draft / Banker's Cheque issued by any Nationalized/Scheduled Bank drawn in favour of " <b>State Bank of India</b> " payable at <b>Aligarh</b>
5.	Initial Security Deposit (ISD)	:	The successful vendor whose tender is accepted by the Bank shall be bound to deposit a sum equivalent 2% of the total value of the contract.
6.	Total Security Deposit	:	<b>5 % of Total Contract Value</b>
7.	Pre- Bid Meeting	:	17-07-2023 at 12:30 PM. Bidders needs to send their query on scs2k3@gmail.com till 15/07/2023 up to 6 :00 PM, if no query is received within given time, then pre-bid meeting stands cancel, considering all the bidders have understood all the terms & condition of the tender document and items of BOQ.
8.	Last date and time of Submission of Tenders	:	<b>21-07-2023 upto 3:00 PM</b>

9.	Address at which the Tenders are to be submitted	:	<b>Technical Bid : Scan copy of Duly Signed &amp; Stamped UNDERTAKING (Annexure-A) to be submitted / uploaded online</b> <b>Price Bid : Duly filled Price Bid to be uploaded Online</b> Website : <a href="http://www.tenderwizard.com">www.tenderwizard.com</a>
10.	Date and time of opening of Tenders	:	<b>21-07-2023 upto 3:30 PM</b>
11.	Date and Time for E- Reverse Auction <b>(Only for Technically Qualified Contractors)</b>	:	The short listed bidders after the technical evaluation stage will participate in the reverse auction conducted by <b>M/s. Antares Systems Limited.</b>  • <b>Date and time of reverse auction: 22/07/2023 or time will be notified to eligible bidders by e-tender agency.</b>
12.	Place of opening Tenders	:	Regional Manager State Bank of India, Regional Business Office, Swarna Jayanti Nagar, Ramghar Road, Aligarh – 202001 (U.P).
13.	Defects Liability Period	:	12 months from the date of handing over of the project to the satisfaction of Bank.
14.	Validity of Offer	:	90 days from the date of opening the Tenders.
15.	Liquidated Damages	:	At the rate of 0.5% of the Contract Value per week which subject to a maximum of 5% of the accepted Contract Value.
16.	Rates	:	This is an Item Rate Tender. Rates quoted by the bidder shall be including all labour, Materials, Royalties, Octroi, taxes etc except GST which shall be paid extra at the rate & as per Govt / Statutory guidelines / Rules
17.	Note	:	If the vendor is found to have delayed the running/in hand project beyond the prescribed time limit specified in related tender document, the vendor will not be issued the new tender until completion of the previous delayed work.
18.	Value of Interim Certificate	:	The contractor shall not submit interim bills when the approximate value of work done by him is less than 60% of the accepted tender amount and the minimum interval between two such bills shall be 30 days

19.	Additional Performance Deposit (ASD) / Additional Performance Guarantee (APG)	: <ul style="list-style-type: none"> <li>• ASD ASD/ APG shall be deposited by the bidder whose bid is accepted only if their bid amount is 7.5% or more below to the estimated cost put to tender</li> <li>• The a Amount of such ASD / ASG shall be the difference amount between 92.50% of the estimated cost and the quoted price / bid</li> <li>• Bank Guarantee or FDR receipt favoring SBI but drawn on any other nationalized Bank may also be accepted as ASD / APG. ASD/APG should be deposited/submitted within 7 days of date of issue of letter of Acceptance.</li> </ul>
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**Mode of Submission of Tender:**

Technical Bid (only Undertaking) and the Price Bid shall be submitted online only. First the Technical Bids (Undertaking) shall be opened and after that the Price Bids of only those bidders shall be opened who have submitted / uploaded the Technical Bid (Undertaking) and Requisite EMD.

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

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

Any corrigendum / addendum in the matter will be published only in service provider portal [www.tenderwizard.com](http://www.tenderwizard.com)

**For E-Tender related queries:**

**Service provider:** M/s Antares Systems Limited, Registered Office at: - #24, Sudha Complex, 3rd Stage, 4th Block, Bangalore - 560079. Ph: - 080-49352000 / 40482000 Fax: - 080-49352034

**Help Desk:** Contact Person: Mr. Pravesh Mani Tripathi, Mobile no. - 9044314492, e-mail - praveshmani.t@antaressystems.com / Mr. Abhay Kumar Singh, Mobile no. - 9708966660, e-mail - abhaykumar@antaressystems.com / Mr. Kushal Bose, Mobile no. 07686913157, e-mail- kushal.b@antaressystems.com (On working days-9 hours-18 hours)

For any other queries, the vendors may contact: Mr. Sukannta Saha, Architect, Mobile no. - 09811778023/9810854704, e-mail - scs2k3@gmail.com and /or Mr . Shakil Ahmad, Manager (Civil), Mobile no. -9650926440, e-mail- [shakil.ahmad1@sbi.co.in](mailto:shakil.ahmad1@sbi.co.in) and / or Ms. Ranjana Shukla, Chief Manager (Ops.), Mobile - 9001992128, e-mail - [cmcompr4.ao6delhi@sbi.co.in](mailto:cmcompr4.ao6delhi@sbi.co.in).

**Regional Manager  
State Bank of India,  
RBO-4, Aligarh**

**Annexure-A**  
**UNDERTAKING**

**(Scan Copy in company letter head to be uploaded after duly signing and putting seal / stamp of the Firm)**

To,

Regional Manager,  
Regional Business Office - 4,  
Swarna Jayanti Nagar, Ramghat Road  
Aligarh, Uttar Pradesh - 201001

Dear Sir,

**Subject :E-Reverse auction tender for 'Interior Works and Civil works (Partial) for Aligarh Main Branch at Aligarh, Uttar Pradesh'**

1. I / We refer to the tender notice (NIT) issued by you for Interior & Furnishing works and allied works in connection with the above.
2. **I undertake to submit in Hard copy the tender document along with all terms & Conditions, Specifications and subsequent annexure and Corrigendum's duly signed and stamped by authorized representative/ signatory on becoming L1. However we accept all the terms and conditions along with the specifications, Drawings, Layouts etc defined in the tender documents uploaded at site.**
3. I/ We hereby offer to perform, provide, execute, complete and maintain the works in conformity with the drawings, designs, conditions of contracts, specifications, schedule of quantities relating to the works.
4. I/ We have satisfied myself/ ourselves as to the site conditions, examined the drawings and all aspects of the tender conditions, subject to above, I/ We do hereby agree, should this tender be accepted in whole or in part, to:
  - a. Abide by and fulfill all the terms and provisions of the said conditions annexed here to,
  - b. Complete the works within **the period as mentioned in NIT** as per the work programme in two or three shifts if considered necessary by the Employer / Consultants at no extra cost to the Employer.
5. I / We have deposited an **earnest money as per NIT** which will not bear any interest and is liable for forfeiture and I may not be allowed to participate in any of the tender of SBI for a period of 06 months from the date of opening of this tender
  - I. If the offer/Bid is withdrawn by us within the validity period of acceptance.  
Or
  - II. If the contract agreement is not executed by us within 15 days from the date of receipt of the letter of acceptance.  
Or

III. If we fail to pay the initial security deposit/ASD/APG as stipulated.

Or

IV. If the work is not commenced within 7 days from the date of issue of letter of Acceptance by the architect/Bank.

6. I / We understand that the Bank is not bound to accept the lowest or any tender.

(Signature of Authorized Person of the Firm)

(Seal of the Firm)

Name of the Signatory :

Date :

Place :

## FORM OF TENDER

To,

Regional Manager,  
Regional Business Office - 4,  
Swarna Jayanti Nagar, Ramghat Road  
Aligarh, Uttar Pradesh - 201001

Dear Sir,

**Interior Decoration & Furnishing work: E-Reverse auction tender for 'Interior Works and Civil works (Partial) for Aligarh Main Branch at Aligarh, Uttar Pradesh'**

I/ We refer to the Notice Inviting Tender issued by you for the captioned work.

1. I/ We do hereby offer to perform, provide, execute, complete and maintain the works in conformity with Bill of Quantities, Drawings, Specification, Design, General and Special conditions of Contract, Instruction to tenderers, etc. as contained in the tender documents for the sum as arrived and filled, at the respective rates quoted by me/us in the Schedule of Quantities and/or at any other sum and rate subsequently negotiated and accepted / agreed by the Bank and me/us.
2. I/We have satisfied myself / our self as to the site conditions, examined site and drawings, and all aspects of tender documents / conditions and are acceptable to us. I/We do hereby agree, should this tender be accepted in whole or in part, to,
  - (A) Abide by and full-fill the terms, conditions and provisions of tender documents annexed hereto.
  - (B) Complete the work within stipulated completion time at no extra cost to the Bank.
3. I/We have already deposited the Earnest Money Amount as per NIT.
4. I/We are uploading /submitting the Part-A (Technical Bid) and Part-B (Price Bid) with other requisite documents online at designated site.
5. I/We confirm that I/We are duly authorized to participate in the tendering/bidding and understand that my / our tender is liable to be rejected if,
  - (i) At any times it comes to the notice of the Banks that I/We have concealed or / and have given any wrong information.
  - (ii) The tender is not duly filed and /or signed and / or is incomplete and/or not kept confidential.



- (iii) The bid contains any condition / alteration / modification and/or any tempering with the tender documents is done at our end.
- (iv) Tender submitted after due date and time All the pages of the tender documents are affixed with the seal/stamp of my/our company and initialed / signed by the undersigned.

Signature of Tenderer/s

Seal /stamp of the firm/company  
(Duly authorized for tendering)

(On Non -Judicial Stamp paper of appropriate value)

## ARTICLES OF AGREEMENT

This agreement made on the \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand \_\_\_\_\_ BETWEEN State Bank of India a corporation constructed under the State Bank of India Act, 1955 and having its Local Head Office at New Delhi and many other places, (hereinafter called "the Employer") of the one part and M/s \_\_\_\_\_ through its \_\_\_\_\_ having its registered office at \_\_\_\_\_ (hereinafter called "the Contractor") of the other part.

WHEREAS the Employer is desirous of executing **E-Reverse auction tender for 'Interior Works and Civil works (Partial) for Aligarh Main Branch at Aligarh, Uttar Pradesh'** to be carried out as per Schedule-I, to this agreement and has caused Drawings, Bills of Quantities and Specification describing the work to be done, prepared by **M/s. Srishti Consulting Service, Plot no-156, 3G-NIT, Faridabad, Haryana-121001** (Here in after called "The Consultant / The Architect").

AND WHEREAS the said Drawings, the Bills of Quantities marked pages \_\_\_\_\_ to \_\_\_\_\_ (inclusive) and the Specifications as stated have been signed by or on behalf of the parties hereto:

AND WHEREAS the Contractor has agreed to execute the work upon the Conditions of Tender and the Conditions of Contract and further subject to the Special Conditions set forth in Schedule-II hereto attached (hereinafter collectively referred to as "the said Conditions") as per the said Drawings and as described in the said Specification and included in the said Bills of Quantities for the sum of Rupees \_\_\_\_\_

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### NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the sum of Rupees \_\_\_\_\_ to be paid at the time and in the manner set forth in the said Conditions, the Contractor shall upon and subject to the said Drawings and described in the said Specification and Bills of Quantities.

2. The Employer shall pay to the Contractor the said sum of Rs. \_\_\_\_\_

\_\_\_\_\_ or such other sum as shall become payable hereunder at the times and in the manner specified hereinafter.

3. The term "The Consultant / The Architect" in the said conditions shall mean **M/s. Srishti Consulting Service, Plot no-156, 3G-NIT, Faridabad, Haryana-121001** or in the event of their ceasing to be Consultants for the purposes of this Contract, such other persons as shall be nominated for that purpose by the Employer, not being a person to whom the contractor shall object for reasons considered to be sufficient by the Employer mentioned in the said Conditions. Provided always that no persons subsequently appointed to be Consultants under this Contract shall be entitled to disregard or overrule any decision or approval or direction given or expressed by the Consultants for the time being.
4. The said Conditions, Specifications and Priced Bills of Quantities shall be read and construed as forming part of this agreement, and the parties hereto shall 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 Bills of Quantities contained.
5. This agreement is subject to jurisdiction of courts in Aligarh only.
6. **Regional Manager, State Bank of India, Regional Business Office - 4, Aligarh** shall exercise powers on behalf of the said Employer for the purpose of the Contract Agreement.
7. Whereas both the parties agree to sign the following annexure Annexed to this Agreement in token of their acceptance.
  - i) Agreement
  - ii) NIT , Instructions & General Conditions of contract
  - iii) Special & Additional Condition of Contract.
  - iv) Safety Codes
  - v) Specifications.
  - vi) Material Testing & Their Frequency
  - vii) List of Approved Makes / Brands
  - viii) Priced Bill of Quantities.
  - ix) Drawings.
8. The Bank shall pay the contractor such sum as shall become payable hereunder at the times and in the manner specified in the said Conditions mentioned in the General Conditions of Contract.
9. Whereas the Contractor hereby undertakes and agrees to carry out and complete the works within **70 days** from the date of handing over site or 15 days from the date of issue of letter of acceptances, whichever is later. The Contractor agrees and has deposited the sum of Rs. \_\_\_\_\_ by way of Initial Security Deposit for due fulfillment of this Contract for the Works. It is agreed that the Security Deposit shall

be deducted from each running bills and refunded to the contractor as per clause 2 of the General Conditions of the Contract Annexed herewith.

10. Whereas it is agreed that the earnest money as per NIT deposited by the Contractor in the form of Demand Draft along with the tender shall be forfeited in full in case the Contractor does not remit the Initial Security Deposit/ASD/APG within the stipulated period and/or fail to the start of the works by the stipulated date mentioned in the letter of Acceptance.
11. Whereas Shri \_\_\_\_\_ is the accredited representative(s) of the Contractor who would be responsible for taking instructions from the Employer in relation to the Works. The Contractor agrees to pay Sales Tax or any other Tax on material or finished works like Works Contract Tax, Turnover Tax etc. including Income Tax in respect of this Contract of the Works and the Employer will not entertain any claim whatsoever in this regard nor the Employer shall be responsible to pay any Tax as mentioned above. If due to non - payment of any of the aforesaid Tax or other Taxes connected with the Works, the Contractor suffers any loss or damages occurred to the Contractor and the Employer will be entitled to claim damages from the contractor for non completion of the Work within **12 calendar months** stipulated in Para 9, above.
12. Whereas the Contractor hereby declares the list of all the relative working with the Employer which is annexed herewith.

OR

Whereas the Contractor declares that none of his relative is working with the Employer.

OR

Whereas the Contractor declares that he has associated himself with the agencies of the appropriate classes of person for Sanitary and Water Supply Installation etc. or any other specialized job to complete the works.

The Plans, Drawings, Specifications, Contract Documents and the Documents above mentioned shall form basis of this Contract and the decision of **Regional Manager, State Bank of India, RBO - 4, Aligarh** for the time being as mentioned in the Conditions of Contract in reference to all matters of dispute as to material, workmanship or account and as to the intended interpretation of the clauses of the Agreement or any of the document attached hereto shall be final and binding on both parties and may be made rule of the court.

13. The work comprises of the **E-Reverse auction tender for 'Interior Works and Civil works (Partial) for Aligarh Main Branch at Aligarh, Uttar Pradesh'** as mentioned above and all subsidiary and other works connected therewith on the same site as may be ordered to be done from time to time by **Regional Manager, State Bank of India, RBO-4, Aligarh**. For the time being even though such works may not have been shown on the Plans or described in the said Specifications or Schedule of Quantities of various classes of Work to be done.

14. The Employer through the **Regional Manager, State Bank of India, RBO-4, Aligarh** reserves himself the right of altering the Plans, Drawings and nature of Work of adding to or omitting any items of work or having portions of the same carried out departmentally or otherwise and such alterations or variations shall be carried out without prejudice to this Contract.
15. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen in Gurugram and only the courts of Gurugram shall have jurisdiction to determine the same.
16. The several parts of this Contract have been read to us and fully understood by us. In Witness whereof the parties above named have executed these presents today and year first hereinabove written.

Signed, Sealed and Delivered by:

**Authorized Representative of Contractor Authorized Representative of the Bank**

**SCHEDULE I**

**E-Reverse auction tender for “Interior Works and Civil works (Partial) for Aligarh Main Branch at Aligarh, Uttar Pradesh” all as described in Tender and Drawings inclusive hereto as Specifications.**

**SCHEDULE II**

The following Letters / Correspondence form a part of Agreement:

- 1.
- 2.
- 3.

As witness our hands the day and year first written above,

In presence of

Signature:

Name:

Occupation:

Address:

Signature by the said Employer

Name:

Designation:

Address:

In presence of

Signature:

Name:

Occupation:

Address:

Address:

Signature by the said Contractor

Name:

Designation:

## INSTRUCTIONS TO THE TENDERERS

### 1.0 Scope of Work

**E-Reverse auction tender for 'Interior Works and Civil works (Partial) for Aligarh Main Branch at Aligarh, Uttar Pradesh'** all as described in Tender and Drawings inclusive hereto as Specifications.

#### 1.1 Site and its location:

The proposed work is to be carried out at **SBI, Church Compound, Civil Lines, Aligarh, Uttar Pradesh 202001.**

### 2.0 Tender Documents

2.1 The work has to be carried out strictly according to the condition stipulated in the tender consisting the following documents and the most workmen like manner.

Instructions to tenderers  
General Conditions of Contract  
Special Condition of Contract  
Additional conditions  
Technical Specifications  
Drawings  
Price Bid  
NIT  
Performance Guarantee Agreement

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:

- (a) Price bid
- (b) NIT, corrigenda and addenda
- (c) Additional Conditions
- (d) Technical Specifications
- (e) Drawings
- (f) Special Condition of Contract
- (g) General Condition of Contract
- (h) Instructions to Tenderers

2.3 Complete set of tender documents including relative drawings can be downloaded from e-Tendering portal of e-Tendering service provider engaged by SBI

2.4 The tender documents are not transferable.

### 3.0 Site Visit

3.1 The tenderer must obtain himself on his own responsibility and his own expenses all information and data which may be required for the purpose of filling this tender document and enter into a contract for the satisfactory performance of the work. The tenderer is requested to satisfy himself regarding the availability of water, power, transport and communication facilities, the character quality and quantity of the materials, labor, the law and order situations, 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 tenderer are requested to submit the Earnest Money as mentioned in NIT

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

4.3 No interest will be paid on the EMD

4.4 EMD of unsuccessful tenderer will be refunded within 30 days of award of contract.

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

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

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

#### **6.0 Security Deposit (TSD)**

6.1 Total Security Deposit shall be as per NIT which is including ISD. Balance difference of TSD & ISD shall be deducted from the running bill of the work at the rate of 10% of the respective running account bill i.e. deduction from each running bill account will be 10% till total 3% of contract value is reached. 50% of the total security shall be paid to the contractors on the basis of architect's certifying the virtual completion. The Balance 50% would be paid to the contractors after successful completion defects liability period as specified in the contract.

6.2 No interest shall be paid on 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 agreement and conditions of contract attached herewith within 30 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**

Time is essence of the contract. The work should be completed in all respects in accordance with the terms of contract within a period as specified in the NIT from the date of handing over of site or from the date of Letter of Acceptance whichever is later.

## **9.0 Validity of tender**

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

## **10.0 Liquidated Damages**

The liquidated damages shall be as mentioned in the NIT.

## **11.0 Rate and prices:**

### **11.1 In case of item rate tender**

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

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

11.1.2 The tenderers need not quote their rates for which no quantities have been given. In case the tenderer quote their rates for such items those will be ignored and will not be considered during execution.

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

The tenderers should not change or modify or delete the description of the item. If

any discrepancy is observed he should immediately bring to the knowledge of the Architect/ Bank.

- 11.1.4 Each page of the BOQ shall be signed by the authorized person and cutting or overwriting shall be duly attested by him
- 11.1.5 Each page shall be totaled and the grand total shall be given.
- 11.1.6 The rate quoted shall be firm and shall include all costs, allowances, taxes, levies etc unless otherwise specified to be paid extra in these tender documents

## GENERAL CONDITIONS OF CONTRACT

### 1.0 Definitions:

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

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

1.1.1 ‘SBI’ shall mean State Bank of India (client) a body corporate created under State Bank of India Act 1955, having its Corporate Centre at State Bank Bhavan, Madame Cama Road, Mumbai-400 021 and LHO at Bhadra, Ahmedabad and includes the Client’s representatives, successors and assigns.

**‘Architect / consultants’ shall mean M/s. Srishti Consulting Service, Plot no-156, 3G-NIT, Faridabad, Haryana-121001’** Project Management Consultant’ shall mean ---  
-----Not Applicable -----

1.1.2 ‘Site Engineer’ shall mean an Engineer appointed by the Bank as their representative to give instructions to the contractor.

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

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, equipments, 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.

1.1.4 ‘Engineer’ shall mean the representative of the Architect/ Consultant.

1.1.5 ‘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.

- 1.1.6 '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 Architects/ consultant.
- 1.1.7 "Month" means calendar month.
- 1.1.8 'Week' means seven consecutive days.
- 1.1.9 'Day' means a calendar day beginning and ending at 00 hr and 24 hrs respectively.

## **CLUASE**

### **1.0 Total Security Deposit**

Total Security Deposit comprise of  
Earnest Money deposit  
Initial security deposit  
Retention money

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

The tenderer shall furnish EMD as specified in the NIT in the form of Demand draft drawn in favor of the State Bank of India on any Scheduled Bank. 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 revoke his tender at any time during the period when he is required to keep his tender open for acceptance by the SBI or after it is accepted by the SBI the contractor fails to enter into a formal agreement or fails to pay the initial security deposit as stipulated or fails to commence the work within the stipulated time.

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

The ISD shall be as per NIT and shall be deposited within 15 days from the date of acceptance of tender.

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

Besides the ISD as deposited by the contractor in the above said manner the retention money shall be deducted from the running account bill at the rate of 10% of the gross value of work done by the contractor and claimed in each bill provided the total security deposit i.e. the ISD plus retention money shall both together not exceed 3% of contract value. 50% of the total security deposit shall be

refunded to the contractor without any interest on issue of Virtual Completion Certificate by the Architect/ Consultant. The balance 50% of the total security deposit shall be refunded to the contractor without any interest within fifteen days after the end of defect liability period provided the contractor has satisfactorily attended to all defects in accordance with the conditions of contract including site clearance.

## **2.0 Language**

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

## **3.0 Errors, omissions and discrepancies**

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

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

## **4.0 Scope of work:**

The contractor shall carry out complete and maintain the said work in every respect strictly in accordance with this contract and with the directions of and to the satisfaction of the Bank to be communicated through the Architect/ Consultant. The Architect/ Consultant at the directions of the Bank from time to time, issue further drawings and/ or written instructions, detail directions and explanations which are hereafter collectively referred to as the Architect/ Consultant's instructions in regard to the variation or modification of the design, quality or quantity of work or the addition or omission or submission of any work. Any discrepancy in the drawings or between the BOQ and/ or drawings and/ or specifications, the removal from the site of any material brought thereon by the Contractor and any submission of any other materials thereof the removal and or re-execution of any work executed by him, the dismissal from the work of any person employed/ engaged thereupon.

## **5.0**

### **(I) Letter of acceptance:**

Within the validity period of the tender, the Bank shall issue a letter of acceptance either directly or through the Architect/ Consultant by registered post or otherwise depositing at the address of the contractor as given in the tender to enter into a Contract for the execution of the work as per the terms of the tender. The letter of acceptance shall constitute a binding contract between the SBI and the contractor.

### **(II) Contract Agreement:**

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

## **6.0 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.

## **7.0 Detailed drawings and instructions:**

The SBI through its Architect / 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 document, true developments thereof and reasonably inferable there from.

The work shall be executed in conformity therewith and the contractor will prepare a detailed program 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 its Architect / Consultant.

## **8.0 Copies of agreement**

Two copies of agreement duly signed by both the parties (Bank & the Contractor) with the drawings shall be prepared one each for both the parties; a photo copy of such Agreement shall be kept by the Architect.

## **9.0 Liquidatingdamages:**

If the contractor fails to maintain the required progress 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 as mentioned in NIT

## **10.0 Materials, Appliances andemployees:**

Unless or otherwise specified the contractor shall provide and pay for all materials, labor, 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 of 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 any one not skilled in the work assigned to him. Workman whose work or behavior is found to be unsatisfactory by the SBI/ Architect/Consultant shall be removed from the siteimmediately.

## **11.0 Permits, laws andRegulations:**

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

## **12.0 Setting out work:**

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

### **13.0 Protection of works and property:**

The contractor shall continuously maintain adequate protection, of all his work from damage and shall protect the SBI's properties from the injury or loss arising in connection with contract. He shall make good any such damage, injury, loss, except due to causes beyond his control and not due to his fault or negligence.

He shall take adequate care and steps for protection of the adjacent properties. The contractor shall take all precautions for safety and protections of his employees on the works and shall comply with all applicable provisions of Govt. and local body's safety laws and building codes to prevent accidents or injuries to persons or property on about or adjacent to his place of works.

### **14.0 Inspections of work:**

The SBI/ Architect/Consultant or their representatives shall at all reasonable times have free access to the work site and/ or to the workshop, factories, or other places where materials are laying 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.

### **15.0 Assignment and subletting:**

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

### **16.0 Quality of materials, workmanship & Test**

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



**ii) Samples**

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

**iii) Cost of Tests**

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

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

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

- a) If so intended by or provide for or (in the cases above mentioned) is not so particularized, or though so intended or provided for but ordered by the Architect/Consultant to be carried out by an independent person at any place other than the site of 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.

**17.0 Obtaining information related to execution of work:**

No claim by the contractor for additional payment shall be entertained which is consequent upon failure on his part to obtain correct information as to any matter affecting the execution of the work or any misunderstanding or the obtaining incorrect information or the failure to obtain correct information relieve him from any risks or from the entire responsibility for the fulfillment of contract.

## 18.0 Contractor'ssuperintendence

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

## 19.0 Quantities:

- i) The bill of quantities (BOQ) unless or otherwise stated shall be deemed to have been prepared in accordance with the Indian Standard method of Measurements and quantities. The rate quoted shall remain valid for variation of quantity against individual item to any extent subject to maximum variation of the contract value by 25%. The entire amount paid under clause 21 hereof as well as amount of prime cost and provisional sums if any shall beexcluded.
- ii) **Variation exceeding 25%:** The items of work executed in relation to variation exceeding 25% shall be paid on the basis of provisions of clause 22 (e)hereof.

## 20.0 Works to be measured

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

## 21.0 Variations

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

any deviation from any of the provisions of the contract, stipulations, specifications or contract drawings without previous consent in writing of the Architect/Consultant and the value of such extras, alternations, additions or omissions shall in all cases be determined by the Architect/Consultant and the same shall be added to or deducted from the contract value, as the case maybe.

## **22.0 Valuation of variations:**

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

- a)
  - i) The net rates or prices in the contract shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced herein.
  - ii) Rates for all items, wherever possible should be derived out of the rates given in the priced BOQ.
- b) The net price 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 are aforesaid or where the omissions vary the conditions under which any remaining items or works are carried out, then the contractor shall within 7 days of the receipt of the letter of acceptance inform the Architect/Consultant of the rate which he intends to charge for such items of work, duly supported by analysis of the rate or rates claimed and the Architect/Consultant shall fix such rate or prices as in the circumstances in his opinion are reasonable and proper, based on the market rate.
- d) Where extra work cannot be properly measured or valued the contractor shall be allowed day work prices at the net rates stated in the tender of the BOQ or, if not, so stated then in accordance with the local day work rates and wages for the district; provided that in either case, vouchers specifying the daily time (and if required by the Architect/Consultant) the workman's name and materials employed be delivered for verifications to the Architect/Consultant at or before the end of the week following that in which the work has been executed.
- e) It is further clarified that for all such 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, labor, hire/running charges of equipments and wastage etc. plus 15% toward establishment charges, contractor's overheads and profits. Such items shall not be eligible for escalation.

### **23.0 Final measurements:**

The measurements and the valuation in respect of the contract shall be completed within one month of the virtual completion of the work.

### **24.0 Virtual Completion Certificate(VCC)**

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

- a) Clear the site of all scaffolding, wiring, pipes, surplus materials, contractor's labor, equipment and machinery.
- b) Demolish, dismantle and remove the contractor's site office, temporary works, structure including labor sheds/ camps and construction of 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 theSBI.
- d) Shall put the SBI in undisputed custody and possession of the site and all land allotted by theSBI.
- e) The contractor shall hand over the work in a peaceful manner to the SBI.
- f) All defects/ imperfection have been attended and rectified as pointed out by the SBI to the full satisfaction of theSBI.

Upon the satisfactory fulfillment by the contractor as stated above, the contractor shall be entitled to apply to the Architect/Consultant is satisfied of the completion of the work. Relative to which the completion certificate has been sought, the Architect/Consultant shall within 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 contractors liabilities under the contract including the contractor's liability for defect 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 works at the site and in respect of which the VCC has been issued.

## **25.0 Work by other agencies:**

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

## **26.0 Insurance of works:**

### **26.1**

Without limiting his obligations and responsibilities under the contract, the contractor shall insure in the joint names of the SBI and the contractor against all loss 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 stipulated in clause 28 and 29 of GCC and are also covered during the period of maintenance for loss or damage arising from a cause, occurring prior to the commencement of the period of maintenance and for any loss or damage occasioned by the contractor in the course of any operations carried out by him for the purpose of complying with his obligations under clause.

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

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

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

## **26.2 Damage to persons and property**

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

- a) The permanent use or occupation of land by or any part thereof.
- b) The right of SBI to execute the works or any part thereof, 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 damages to persons or properties resulting from any act or neglect of the SBI, their agents, employees or other contractors not being employed by the contractor or for or in respect of any claim, 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.

### **26.3 Contractor to indemnify SBI**

The contractor shall indemnify the SBI against all claims, proceedings, damages, costs, charges and expenses in respect of the matters referred to in the provision of these sub-clauses of 26.2

### **26.4 Contractor's superintendence**

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

### **26.5 Third party Insurance**

26.5.1 Before commencing the execution of the work the contractor without limiting his obligations and responsibilities under clause 26.0 of GCC shall insure against his liability for any material or physical damage, loss, or injury which may occur to any property including that of SBI, or to any person, including any employee of the SBI, by or arising out of the execution of the works or in the carrying out of the contract, otherwise than due to the matters referred to in the provision to clause 26.0 thereof.

### **26.5.2 Minimum amount of third party insurance**

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

The minimum insurance cover for physical property, injury and death is **Rs. 10 lacs per occurrence with the number of occurrences limited to four**. After each occurrence contractor will pay additional premium necessary to make insurance valid for four occurrences always.

### **26.6 Accident or Injury to workman:**

26.6.1 The SBI shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman 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 fully indemnify and keep indemnified the SBI against all such damages and compensations, save and except as aforesaid and against all claims proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

### **26.6.2 Insurance against accidents etc. to workmen:**

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

### **26.6.3 Remedy on Contractor's failure to insure:**

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

Without prejudice to the other rights of the SBI against the contractor, in respect of such default, the employer shall be entitled to deduct from any sums payable to the contractor the amount of any damages, costs, charges, and other expenses paid by the SBI and which are payable by the contractor 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 good destroyed or damaged.

#### **27.0 Commencement of Works:**

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

#### **28.0 Time of completion:**

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

#### **29.0 Extension of time:**

If, in the opinion of the Architect/Consultant, the work be delayed for reasons beyond the control of the contractor, the Architect/Consultant may submit a recommendation to the SBI to grant a fair and reasonable extension of time for completion of work as per the terms for contract. If the contractor needs an extension of the time for completion of the work or if the completion of work is likely to be delayed for any reasons beyond the due date of completion as stipulated in the contract, the contractor shall apply to the SBI through the Architect/Consultant in writing at least 30 days before the expiry of the scheduled time and while applying for extension of time he shall furnish the reasons in detail and his justification if any, for the delays. The Architect/Consultant shall submit their recommendations to the SBI in the prescribed format for granting extension of time. While granting extension of time the contractor shall be informed the period extended times, which will qualify for levy of liquidated damages. For the balance period in excess of original stipulated period and duly sanctioned extension of time by the SBI. The provision of liquidated damages as stated under



clause 9 of GCC shall become applicable. Further the contract shall remain in force even for the period beyond the due date of completion irrespective whether the extension is granted or not.

### **30.0 Rate of progress:**

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

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

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

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

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

If at any time after acceptance of the tender SBI shall deduct to abandon or reduce the scope of work for any reason whatsoever and hence not required the whole or any part of the work to be carried out, the Architect/Consultant shall give notice in writing to that effect to the contractor and the contractor shall act accordingly. In the matter the contractor shall have no claim to any payment of compensation or otherwise whatsoever on account of any profit or advantage which he might have derived from the execution of the work fully but which he did not derive in consequences of the foreclosure of the whole or part of the work.

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

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

### **33.0 Suspension of work:**

- i) The contactor shall, on receipt of the order in writing of the Architect/Consultant (whose decision shall be final and binding on the contractor) suspend the progress of work or any part thereof for such time and in such manner as the Architect/Consultant may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of the following reasons:
  - a) On account any default on the part of the contractor, or
  - b) For proper execution of the works or part thereof for reasons other than the fault of the contractor or
  - c) For safety of work or part thereof, the contactor shall during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Architect/Consultant.
- ii) If the suspension is ordered for reasons (b) and (c) in sub-para (i) above, the contactor 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.

### **34.0 Action when the whole security deposit is forfeited**

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

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

- b) To employ labor 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 labor and materials (the cost of such labor and materials as worked out by the Architect/Consultant shall be final and conclusive against the contractor.) and crediting him with the value of the work done, in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of this contract, the certificate of the Architect/Consultant as to the value of work done shall be final and conclusive against the contractor.
- c) To measure up the work of the contractor, and to take such part thereof as shall be unexecuted, out of his hands, and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him (of the amount of which excess the certificates in writing of the Architect/Consultant shall be final and conclusive) shall be borne by original contractor and may be deducted from any money due to him by the 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 for 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 rescind under the provision aforesaid, the contractor shall not be entitled to recover or to be paid any sum or any work thereto for actually performed under this contract, unless, and until the Architect/Consultant will have certified in writing the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

### **35.0 Owner's right to terminate the contract:**

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

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

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

- a) has abandoned the contract ;or
- b) has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for 14 days after receiving from the SBI through the Architect/Consultant written notice to proceed,or
- c) has failed to proceed with the works with such diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or has failed to remove the materials from the site or to pull down and replace work within seven days after written notice from the SBI through the Architect/Consultant that the said materials were condemned and rejected by the Architect/Consultant under these conditions; or has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this contract to be observed and performed by the contractor for seven days after written notice shall have been given to the contractor to observe or perform the same or has to the detriment of good workmanship or in defiance to the SBI's or the Architect/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 power 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 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 released by such auction. The contractor shall have no right to question any of the acts of the SBI incidental to the sale of the materials etc.

### 36.0 Certificate of payment:

The contractor shall be entitled under the certificates to be issued by the Architect/Consultant to the contractor within 10 working days from the date of receipt of certificate to the payment from SBI from time to time. The SBI shall recover the statutory recoveries other dues including the retention amount from the certificates of payments.

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

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

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

The SBI shall modify the certificate of payments as issued by the Architect/Consultant from time to time while making the payment.

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

The contractor shall not submit interim bills when the approximate value of work done by him is less than **60 % of the accepted tender amount** and the minimum interval between two such bills shall be **30 days**.

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

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

### 37.0 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, instruction, 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 consider that he is entitled to any extra payment or compensation in respect of the works over and above the amounts admitted as payable by the Architect or in case the contractor wants to dispute the validity of any deductions or recoveries made or proposed to be made from the contract or raise any dispute, the contractor shall forthwith give notice in writing of his claim, or dispute to the **Regional Manager, State Bank of India, RBO-4, Aligarh** 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 given 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 **Regional Manager, State Bank of India, RBO-4, Aligarh** 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 **Regional Manager, State Bank of India, RBO-4, Aligarh** in writing in the manner and within the timeaforesaid.
- ii) **Regional Manager, State Bank of India, RBO-4, Aligarh** 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 **Regional Manager, State Bank of India, RBO-4, Aligarh** submit his claims to the conciliating authority namely the **Deputy General Manager (B&O), A.O -6, Noida** for conciliation along with all detail and copies of correspondence exchanged between him and the **Regional Manager, State Bank of India, RBO-4, Aligarh**.
- 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** 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 andwaived.
- 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 of the Bank**. It will also be no objection toany 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 of the Bank**. Such person shall be entitled to proceed with the reference from the stage at which it was left by hispredecessor.

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 of the Bank** as 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 reenactment thereof and the rules made there under.

It is also a term of this 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 this 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 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.

### **38.0 Water Supply**

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

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

#### **39.0 PowerSupply:**

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 approvals from the appropriate authorities, if required.

#### **40.0 Treasure trove etc.:**

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

#### **41.0 Method of measurements:**

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

#### **42.0 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.

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

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

In partial modification of the provisions made elsewhere in this contract regarding rate quoted being not subject to any variations, price adjustments to the value of



work payable to the Contractor at tendered rates shall be made towards variations in the prices of materials and labour in the manner specified hereunder:-

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

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

OR

(b) There be any variation in the All India Wholesale Price Index for all commodities (Base 1993-94=100) (as published from time to time in the RBI Bulletin based on the date issued by the Office of the Economic Advisor to the Government of India); 164 Price Variation Adjustment (PVA) towards (1) Labor Component and (2) Material Component shall be calculated in accordance with the formula A and B respectively, given below, subject to stipulations herein under mentioned:-

**FORMULA (A) FOR LABOUR:**

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

**FORMULA (B) FOR MATERIALS:**

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

Where -

VL = Amount of Price Variation Adjustment  
Increase or decrease in rupees due to labor component

VM = Amount of Price Variation Adjustment  
Increase or decrease in rupees on account of materials component

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

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

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

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

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

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

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

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

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

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

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

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

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

Stipulations:

- i. PVA Clause is operative either way i.e. if the variations in above referred price indices are on the plus side. PVA shall be payable to the contractor and if they are on the negative side PVA shall be recoverable from the contractor for the respective bill period of occurrence of fluctuations.
- ii. The rates quoted by the Contractor shall be treated as firm for the value of work required to be done in the first 12 months of the contract period from 166 the date of written order to commence work and no PVA is admissible on the same on any grounds whatsoever. The value of work required to be done during the first 12 months of the contract period shall be taken as 80% of the value of work to be done on pro-rata basis in 12 months as compared to the total stipulated completion period. No PVA is admissible on the value of work required to be done in first 12 months as worked out above, even if this value of work is actually done in a period longer than 12 months. However, in case of any delay in the first 12 months due to genuine reasons which are not attributable to the contractor and which are beyond his control, such period of delay will be deducted from 12 months and the value of work to be done will be 80% of the pro-rata value of work to be done in such reduced period on pro-rata basis.
- iii. (a) For works where the original stipulated period of completion is not more than 12 months, no PVA whatsoever is permissible under this clause. However, if the period of completion is delayed beyond 12 months on account of genuine reasons which are not attributable to the contractor and which are beyond his control, PVA will be admissible on the value of work done only in excess of value of work required to be done on a prorata basis in the first 12 months minus the period of such genuine delay.  
  
(b) For purpose of admissibility of PVA all the cumulative period of extensions granted for reasons which are solely attributable to the contractor is excluded from the total extended period of the contracts and PVA shall not be admissible on the value of work done during such period of extensions, which are granted for keeping the contract current, but only due to reasons for which the contractor was solely responsible. Periods of extensions granted on account of genuine reasons which are not attributable to the contractor and which are beyond his control will however, be included in the period for which PVA is admissible.  
  
(c) Notwithstanding anything to the contrary mentioned in any other clause/ clauses of the contract, extensions of the contract period shall be granted by the Architect only with prior approval of the Bank. Extensions granted by the Architect without Bank's prior approval shall not bind the Bank for payment of PVA for work done in the concerned period of extensions.

- iv. (a) Where the total cost of work done beyond the value of work required to be done in the first 12 months (vide note (ii) and (iii) above does not exceed Rs.50 lacs the total amount of PVA worked out on the basis of provisions of foregoing stipulations will be limited to an upper ceiling of 10% of such value of work done in excess of value of work required to be done in the first 12 months, minus the cost of any materials issued/arranged by the Bank at fixed prices i.e.  $P - Y$  (these terms being as per definitions given formulae A and B above).
- (b) Where the total value of work done beyond the value of work required to be done in the first 12 months exceeds Rs.50 lacs, the PVA on the first Rs.50 lacs will be calculated as provided for in the foregoing para and for the balance value of work done for which PVA is admissible subject to foregoing conditions, the PVA will have the upper ceiling of 10% but it will be worked out at a lower rate i.e. 80% of the amount worked out as per the formulae A and B referred to earlier.
- v. In working out the amount of PVA as per all the foregoing stipulations, value of such extra items or such portions of extra items the rates of which are derived from the prevailing market rates of materials and labor will not be included in the value of work done. Value of only such extra items or such portions of extra items, rates of which are derived entirely from tendered rates will be included in the value of work on which PVA is calculated.
- vi. For claiming the payment for PVA the contractor shall keep such books of accounts and other documents, vouchers receipts etc. as may be required by the Bank/Architect, for verification of the increased claims or reduction to be made as the case may be and he shall also allow Engineers and/or other duly authorized representatives of the Bank/Architects and furnish such information as may be required or called for to enable verification of the claim within a week of such request.
- vii. The contractor is required to submit to the Bank, through the Architect, his claims for PVA separately for each running Bill for the individual bill periods for the work paid to him by the Bank. He will also be required to submit detailed calculations in support of the claims.
- viii. No claim will be entertained from the contractor for interest or any other grounds for non-payment or for any delay in payment of PVA due to late publication or non-availability of the necessary price indices or due to delay in preparation of the Running or Final Bills.

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

#### **44.0 Force Majeure:**

- 44.1 Neither contractor nor SBI shall be considered in default in performance of their obligations if such performance is prevented or delayed by events such as but not to war, hostilities revolution, riots, FURNITURE commotion, strikes, lockout, conflagrations, epidemics, accidents, fire, storm, 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.
- 44.2 As soon as the clause 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.
- 44.3 From the date of occurrence of a case of force majeure obligations of the party affected shall be suspended during the continuance of any inability so caused. With the cause it 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.
- 44.4 Should one or both parties be prevented from fulfilling the contractual obligations by a state of force major lasting to a period of 6 months or more the two parties shall each other to decide regarding the future execution of this agreement.

#### **45.0 Local laws, Acts, Regulations:**

The contractor shall strictly adhere to all prevailing labor laws inclusive of contract labor (regulation and abolition act of 1970) and other safety regulation. The contractor shall comply with the provision of all labor 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 labor 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.

#### **46.0 Safety Code:**

1. All personnel at site should be provided with Helmets and Safety Boots with some identification Mark. Visitors also should be provided with helmets. It should be ensured that these are used properly.
2. First Aid Box should be kept at site with all requisite materials.
3. No one should be allowed to inspect / work at a height without safety belt.
4. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra Mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well as suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than  $\frac{1}{4}$  to 1 ( $\frac{1}{4}$  horizontal and 1 vertical).
5. Scaffolding or staging more than 3.5 meters above the ground or floors, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached, bolted, braced and otherwise secured at least 1 meter high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
6. Working platforms, Gangways, and Stairways should be so constructed that they do not sag unduly or unequally, and if the height of the platform or the Gangway or the Stairway is more than 3-5 meters above ground level or floor level they should be closely boarded, should have adequate width and should be suitably fenced, as described.

7. Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 1meter.
8. Safe means of access shall be provided to all working platform and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 Meters in length while the width between side rails in rung ladder shall in no case be less than 30cms for ladder up to and including Meters in length. For longer ladders this width should be increased at least 6mm for each additional 30cms. Uniform step spacing shall not exceed30cms.
9. Adequate precautions shall be taken to prevent danger from electrical equipments. For electrical on line work gloves, rubber mats, and rubber shoes shall be used.
10. All trenches 1.2 Meters or more in depth shall at all times be supplied with at least one ladder for each 30 meters length or fraction thereof. Ladder shall be extended from bottom of the trench to at least 1Meter above the surface of the ground. The sides of the trenches, which are 1.5 meters or more in depth shall be stepped back to give suitable slope, or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 Meters of the edge of the trench or half of the depth of the trench whichever is more cuttings shall be done from top to bottom. Under no circumstances undermining or under cutting shall be done.
11. Before any demolition work is commenced and also during the process of the work:-
  - (a) All roads and open areas adjacent to the work site shall either be closed or suitably protected;
  - (b) No electrical cable or apparatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically charged.
  - (c) All practical steps shall be taken to prevent danger to persons employed from risk of 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 material 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 so opened shall be cordoned off with suitable railing and provided with warning signals and boards to prevent accident to the public.
- 12 Use of hoisting machines and tackle including their attachments, anchorage and support shall conform to the following standard or conditions:-
- (a) These shall be of good mechanical construction, sound material and adequate strength and free from patent defect and shall be kept in good repairs and in good working order.
  - (b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
  - (c) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in-charge of any hoisting machine including any scaffold, winch or give signals to the operator.



- (d) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or lowering or as means of suspension the safe working load shall be ascertained by adequate means.
  - (e) Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of hoisting machine having a variable safe working load, each safe working load of the conditions under which it is applicable shall be clearly indicated. No part of any machine or of any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
  - (f) Motor, gearing, Transmission, Electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards, hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load, adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced.
  - (g) When workers are employed on electrical installation, which are already energized, insulating mats, wearing apparel such as gloves, sleeves, and boots as may be necessary should be provided. The workers should not wear any rings, watches and carry keys or other materials, which are good conductors of electricity.
13. All scaffolds, ladders and other safety devices, mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities shall be provided at or near places of work.
14. (i) These and all other necessary safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.
- (ii) To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the labor officer, Engineers of the Department or their representatives.

(ii) Notwithstanding the above clauses, there is nothing in these to exempt the contractor from the operations of any other Act or rule in force in the Republic of India.

**47.0 Accidents:**

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

## SPECIAL CONDITIONS OF CONTRACT

**Scope of Work:** As defined & explained in these tender documents.

### **1.0 Dimensions and levels**

All dimensions and levels shown on the drawings shall be verified by the contractor on the site and he will be held responsible for the accuracy and maintenance of all the dimensions and the levels. Figured dimensions are in all cases to be accepted and no dimension shall be scaled. Large scale details shall take precedence over small-scale drawings. In case of discrepancy the contractor shall ask for clarification from the Architect/Consultant before proceeding with the work.

### **2.0 Notice of operation:**

The contractor shall not carry out any important operation without the consent in writing from the Architect/Consultant.

### **3.0 Construction records:**

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

### **4.0 Safety of adjacent structures and trees**

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

### **5.0 Temporary works:**

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

### **6.0 Temporary roads**

The contractor shall provide access road to the site from the nearest main road at no extra cost and as directed by the Architect/Consultant. The contractor shall also be responsible for proper maintenance of this access road and would take all care to see that existing services, if any, are maintained in working order at his own cost. The laying and maintaining the temporary roads within the site area shall be the contractor's responsibility and the contractor shall take such measures that are necessary and as directed by the Architect/Consultant.

#### **7.0 Water, power, and other facilities:**

- a) The rate quoted by the contractor shall include all expenses that are required for providing all the water required for the work and the contractor shall make his own arrangements for the supply of good quality water suitable for the construction and good quality drinking water for their workers. If necessary the contractor has to sink a tube well/ open well and bring water by means of tankers at his own cost for the purpose. The SBI will not be liable to pay any charges in connection with the above.
- b) The rate quoted in the tender shall include the expenses for obtaining and maintaining power connections and shall pay for the consumption charges.
- c) The contractors for other trades directly appointed by the SBI shall be entitled to take power and water connections from the temporary water and power supply obtained by the contractor. However the concerned contractor shall make their own arrangements to draw the supply and pay directly the actual consumption charges at mutually agreed rates between them. All municipal charges for drainage and water connections for construction purposes shall be borne by the contractor and charges payable for permanent connections, if any, shall be initially paid by the contractor and the SBI will reimburse the amount on production of receipts.
- d) The SBI as well as the Architect/ Consultant shall give all possible assistance to the contractors to obtain the requisite permission from the various authorities, but the responsibility for obtaining the same in time shall be of the contractor.

#### **8.0 Office accommodation**

- a) The contractors shall provide and maintain all necessary offices, workshops, stores, shelters, sanitary facilities, canteens and other temporary structures for themselves in connection with the work at the site at their own cost after getting the approval from the Architect/Consultant.
- b) A site office for the use of SBI/ the Architect/ Consultant shall be provided by the contractors at his own expenses.

- c) All temporary buildings and facilities as mentioned above shall be removed on completion of the work or at any other earlier date as directed by the contractors.

All the expenses for obtaining statutory approvals and maintenance of the above facilities as well as running expenses shall be borne by the contractor at no extra cost. It is also the responsibility of the contractor to obtain statutory approvals for providing the above facilities

#### **9.0 Facilities for Contractor's employees:**

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

#### **10.0 Lighting of works:**

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

#### **11.0 Fire fighting arrangements:**

- i) The contractor shall provide suitable arrangement for firefighting at his own cost. For this purpose he shall provide requisite number of fire extinguishers and adequate number of buckets, some of which are to be always kept filled with sand and some with water. These equipments shall be provided at suitable prominent and easily accessible places and shall be properly maintained.
- ii) Any deficiency in the fire safety or unsafe conditions shall be corrected the contractor at his own cost and to the approval of the relevant authorities. The contractor shall make the following arrangements at his own cost but not limited to the following.
- a) Proper handling, storage and disposal of combustible materials and waste.
  - b) Work operations which can create fire hazards
  - c) Access for firefighting equipments.
  - d) Type, number and location of containers for the removal of surplus materials and rubbish.
  - e) Type, size, number and location of fire extinguishers or other fire fighting equipments.
  - f) General housekeeping.

## **12.0 Site orderbook:**

A site order book shall be maintained at the site for the purpose of quick communication with the Architect/ Consultant. Any communication relating to the works may be conveyed through records in the site order book. Such a communication from one party to the other shall be deemed to have been adequately served in terms of contract. Each site order book shall have machine numbered pages in triplicates and shall carefully maintained and preserved by the contractor and shall be made available to the Architect/ Consultant as and when demanded. Any instructions which the Architect/ Consultant may like to issue to the contractor or the contractors may like to bring to the Architect/ Consultant Two copies of such instructions shall be taken from the site order book and one copy will be handed over to the party against proper acknowledgement and the second copy will be retained for their record.

## **13.0 Temporary fencing/barricading**

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

## **14.0 Site meetings:**

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

## **15.0 Disposal of refuse:**

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

## **16.0 Contractor to verify site Measurements:**

The contractor shall check and verify all site measurements wherever requested by other specialist contractors or other sub-contractors to enable them to prepare their

own shop drawings and pass on the information with sufficient promptness as will not in any way delay the works.

#### **17.0 Displaying the name of the work:**

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

#### **18.0 Bar bending schedule:**

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

#### **19.0 As built drawings:**

- i) For the drawings issued to the contractor by the Architect/ Consultant. The Architect/ Consultant will issue two sets of drawings to the contractor for the items for which some changes have been made from the approved drawings as instructed by the SBI/ the Architect/ Consultant. The contractor will make the changes made on these copies and return these copies to the Architect/ Consultant for their approval. In case any revision is required or the corrections are not properly marked, the Architect/ Consultant will point out the discrepancies to the contractor. The contractor will have to incorporate these corrections and/or attend to discrepancies either on the copies as directed by the Architect/ Consultant and resubmit to him for approval. The Architect/ Consultant will return one copy duly approved by him.
- ii) For the drawings prepared by the contractor, The contractor will modify the drawings prepared by him wherever the changes are made by the SBI/ the Architect/ Consultant and submit two copies of such modified drawings to the Architect/ Consultant for approval. The Architect/ Consultant will return one copy of the approved drawing to the contractor.

#### **20.0 Approved make:**

The contractor shall provide all materials from the list of approved makes at his own cost and also appoint the specialized agency for the waterproofing, anti-termite, aluminum doors and windows and any other items as specified in the tender. The Architect/ Consultant may approve any make/ agency within the approved list as given in the tender after inspection of the sample/ mock up.

#### **21.0 Procurement of materials:**

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

#### **22.0 Excise duty, Taxes, Levies etc.**

The contractor shall pay and be responsible for payment of all taxes, duties, levies, royalties, fees, cess or charges in respect of the works including but not limited to sale taxes, tax on works contract excise duty and octroi, payable in respect of material, equipments plant and other things required for the contract. All the aforesaid taxes, duties, levies, fees and charges shall be to the contractor's account and the SBI shall not be required to pay any additional or extra amount on this account. Variation of taxes, duties, levies, etc. if any, till completion of work shall be deemed to be included in the quoted rates and no extra claim on this account will in any case be entertained. If a new tax or duty or levy or cess or royalty or octroi is imposed under as statute or law during the currency of the contract/work the same shall be borne by the contractor.

#### **23.0 Acceptance of tender:**

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

#### **24.0 Defects after Virtual completion and defects liability period:**

Any defect shrinkage, settlement or other faults which may appear within the "Defects Liability Period" which shall be as per NIT from the date of the virtual completion of the work, arising in the opinion of the Architect from materials or workmanship not in accordance with the contract, shall upon the direction in writing of the Architect, and within such reasonable time as shall be specified therein, be amended and made good by the contractor, at his own cost and in case of default then Bank may employ and pay other person /agency to amend and make good such defects, shrinkage, settlement or other faults, and all damages, loss, and expenses consequent thereon or incidental thereto shall be made good and borne by the contractor and such damage, loss and expenses shall be recoverable from him by the Bank or may be deducted by the Bank, upon the Architect's certificate in writing, from any money due or may be deducted by the Bank, upon the Architect's certificate in writing, from any money due or that may become due to the contractor, or the bank may in lieu of such amending and marking good by the contractor deduct from any money due to the contractor a sum, to be determined by the Architect equivalent to the cost of amending such work and in the event of the amount retained under clause of GCC, hereof being insufficient, recover the balance from the contractor, together with any expenses the Bank may have incurred in connection therewith. Should any defective work



have been done or material supplied by any sub-contractor employed on the works, who has been nominated or approved by the Architect as provided in clauses of GCC the contractor shall be liable to make good in the same manner as if such work or material has been done or supplied by the Contractor and been subject to the provisions of this Contract. The Contractor shall remain liable under the provisions of this Contract notwithstanding the signing of any Certificate or the passing of any accounts, by the Architect.

## **ADDITIONAL CONDITIONS OF CONTRACT**

Notwithstanding anything contained herein above the following ADDITIONAL CONDITIONS shall be applicable for this contract / work.

### **1.0 PRICE VARIATION ADJUSTMENT(PVA):**

The rates quoted by the bidder shall remain firm throughout the contract / construction period. PVA & PVA Clause mentioned elsewhere in these documents shall not be applicable.

### **2.0 WORKING SCHEDULE / BAR CHART:**

Detailed working date schedule and bar chart for the work shall be prepared by the contractor and got approved from the Bank / Architect. A detailed flow chart of activities highlighting curing, setting time / period, pot life period / predecessor, successor & critical activities etc. shall also be prepared by the contractor for effective management of work and also to make a realistic bar chart / working date schedule.

### **3.0 RATES:**

It may be noted that it is an item rate contract. Rates accepted by the bank shall be for all levels/height and lead unless otherwise specified in the schedule of quantities and shall be inclusive of temporary shifting and installation of furniture to keep branch functional , all man, labour, supervision, materials, tools, equipment, barricading, cordoning, covering scaffoldings, water, electricity, taxes, insurances, arrangements, temporary works, over heads, collection & carting away & final disposal of rubbish & debris, regular cleaning of site etc. required to complete the works in all respect to the satisfaction of the architects / Bank and nothing additional or extra shall be paid on these accounts and / or on account of variation in rates / taxes and / or imposition of new tax / levy during currency of contract / work, except for the items, taxes, works etc. for which there is a specific mention for additional payment in these tender documents. The rates shall remain firm throughout the contract period.

### **4.0 BASIC RATE:**

Wherever for any item of work basic rate of materials are specified, the materials of that basic rates as selected by the Bank/Architect at any commercial establishment/ seller of Ahmadabad or nearby centre, if such materials are not available at Ahmadabad, shall be procured and used by the contractor.

Basic rate of any material (Without processing) is the rate offered by seller against Bill and credit period not exceeding 15 days, including all applicable taxes etc (but excluding GST) ex- godown. Payments for procurement of materials shall be made by the contractor themselves.

If the basic rate of any material actually used for the work is more or less than the basic rate given in schedule of quantities, in that case adjustments in the rate admissible to the contractor shall be modified by adding or subtracting, as the case is, from the accepted tender rates an amount equivalent to difference in the basic rates plus 15 % of difference of the basic rate.

## **5.0 BRANDED / FINISHING ITEMS:**

Branded items such as tiles, construction chemicals, hardware, sanitary wares and other finishing items shall be used as per the samples selected and approved by the architects / Bank from the brands/makes mentioned in the tender document. If the contractor intend to use an equivalent substitute than, they have to produce necessary documentary evidences establishing the equivalency to the satisfaction of the architect/Bank and shall use the same only after approval of the architect.

## **6.0 INSURANCE**

The contractor shall keep the Bank indemnify from all the claims arising out of damage to workman/person & property of Bank and/or third party and the SBI shall have right to recover the cost of such damages /claim from any amount due to the contractor. If the claim amount exceeds the amount due to be paid to the contractor, the contractor shall immediately pay such excess amount to the Bank. Decision of the Bank regarding determination of the amount of claim /damage shall be final & binding to the contractor. Being a short period work, the Bank may not be able to check or verify the various insurance policies required to be taken by the contractor and trust that the contractor has obtained all such policies.

## **7.0 SITE CONDITION & WORKINGHOURS.**

The tenderer must visit the site and acquaint themselves with the site conditions. It must be noted that the work is to be carried out in the functional branch without hindering the normal functioning of the Branch. The work may generally be carried out on holidays or after Banking hours.

Height of internal spaces of the branch is higher than normal structures. Average height of internal spaces of the structure in approx. 6 to 6.5 mts for hall and approx. 4.5 mts for rooms. The tenderer should examine all the existing site condition before quoting the rates. All the quoted rates are inclusive of required scaffolding works, lifting of material, carriage etc. Temporary barricade & partitions/screens to be provided by contractor to safeguard bank users from proposed construction activities (for dust, noise, material fall etc.) with out any extra cost.

The Lift shall not be used by Contractor for any propose.

The contractor has to work in coordination with the other contractors and daily/weekly schedule of working shall be prepared in consultation with the Architects/Banks. Regular updating / modification of such schedule shall be required.

For normal functioning of the Bank/Branch the contractor shall be required to shift the furniture etc and/or relocate the existing and/or new loose and/or fix furniture and/or any other item of works and/or any such materials at new location at times. The contractor shall carry out all such activities with utmost priority and without any additional/extra cost to the bank. The tenderer shall quote the rates inclusive of all such activities/works as may be required as per site conditions. The rates quoted by the tenderer shall be inclusive of all such temporary/semi-permanent works/activities.

## 8.0 GENERAL:

- (i) Source of materials / samples / brands / makes etc. shall be got approved from the Architects /Bank before using. In case of deviations, decision of the Bank shall be final and binding and shall not be open for arbitration.
- (ii) The Architects have their specific role/duties/rights as defined in these tender documents. However in the event of any dispute arising out of differences between the opinions of the Architects and also their role/duties/rights, the Banks' decision shall be final & binding on the Architects and the Contractor and shall not be open for arbitration.
- (vi) Any item mentioned in the BOQ with "TO THE SHAPE" will have measurement of onsite executed to the shape area only.
- (vii) The contractor's qualified & authorized representative shall remain on site during the entire execution process for coordination with various agencies/ Architect/Bank & execution of work.
- (viii) Hidden measurement. It is contractor's responsibility to get the measurement checked immediately on completion of such items. This shall be done before finishing the same & before ceiling boarding done. The Architect shall be provided with such details well in advance so that the other work is not held up due to last moment action.
- (ix) MTC (Manufacturer Test certificate) Where ever applicable shall be arranged & submitted by the contractor.
- (x) Water & Electricity, if available, shall be provided by the Bank at one point without any charges. However, if the water & electricity could not be provided by the Bank, the same shall be arranged by the contractor at their own cost within the quoted/accepted rate. Nothing extra shall be paid by the Bank on account of not providing the water & Electricity.
- (XI) Wherever the specifications are not specified in details the work shall be carried out as per CPWD specifications or Manufacturer's instructions or architects instructions depending upon the site conditions as directed by the Bank/Architects.
- (XII) The contractor shall produce the bills / challans / documentary evidences and proof in respect of genuineness of materials used by him when so ever asked/demanded by the Architects/Bank.

**PERFORMA FOR APPLICATION BY CONTRACTOR FOR EXTENSION OF TIME**

1. Name of the Contractor
2. Name of the Work as given in the Agreement
3. Agreement W O
4. Tender Amount
5. Date of Commencement of Work
6. Period allowed for Completion as per Agreement
7. Date of Completion as per Agreement
8. Period for which Extension of Time has been given

**Date :Month : Year**

1. 1<sup>st</sup> Extension vide Bank's Letter No
2. 2<sup>nd</sup> Extension vide Bank's Letter No
3. 3<sup>rd</sup> Extension vide Bank's Letter No
  
9. Reasons for which extensions have been previously given (Copies of the previous applications should be attached)
10. Period for which extension is applied for and the reasons thereof including hindrances, time for extra work assigned, if any etc.

**Signature of Contractor & Seal**

## TECHNICAL SPECIFICATIONS (MAKES/MODELS)

No.	Particulars and Specifications	Approved Make/ model
1.a	Gypsum Board	Gyproc (saint gobain), USG BORAL
	Framing with complete system	Gyp steel ultra (saint gobain), USG BORAL ULTRA FRAME SYSTEM
1.b	Calsium silicate Board Framing with completesystem	Hilux Ramco Fuji or equivalent
2	Mineral fibre tiles ceiling with complete system	Armstrong/Saint gobain/USG
3	Laminates (IS-2046)	Green Lam / Century / Formica / Bell / Archid / Aica / Sunmica
4	Venner	Garnet / Amul / Green / Vir
5	Commercial Ply (IS-303) / Waterproof ply (IS-710) / Block board (IS-1659) / Flush door (IS-2202)	Amul / Anchor / Samrat / Everest / Archid
6	MDF /HDHMR /EDHMR – ISI Mark	Green / Nuwood / Tesa/Century /Archid
7	Acrylic Solid Surface ( Bendable / Thermo Transforming )	Neonnex / Samsung / Merino/LG
8	Adhesives	Fevicol / Bluecoat /Araldite
9	Locks	
	Auto latch Lock	P-ALL1-22 (Ebco)
	Multipurpose group Lock	E-MPL1-22 / E-MPL1C-22 (Ebco)
	Night latch	8812 (Godrej)
	Cylindrical lock (SS matt finish)	3792-with key and 3786-keyless (Godrej) / C120SS (Europa)
	Mortise dead lock (two way)	8815(Godrej)
	Mortise lock with door handle	Matiz 8083(Godrej)
10	Drawer channels	
	Telescopic channels (zink plated)	STDS35(i)35/ STDS45(i)35/ STDS50(i)35/ STDS60(i)35 (Ebco)
	Bottom channels (powder coated)	BMDS 35/ BMDS 37/ BMDS 55/ BMDS 60 (Ebco)
11	General hardware	SS matt finish
	Door stopper	i) Black/ivory/brown/silvercolor Powder coated DS1(Ebco) ii) Spring typeblack/brown/ivory color powder coated (ECGL's sterling)
	'D' bracket	50x12 mm (Oswal)
	Hinges	i) 3"/4"/5"/6" 1.8mm th. SS matt finish (Suzu)

		ii) 75x12x19 1.2 mm th. SS matt finish for storage (Suzu) iii) Auto close hinges – slip onhinge- euro / click on hinge-I (Ebco)for storage
	Handles 'D' or 'C' type	1) 3"/4"/6"/10mm dia SS 202 matt finish (Anjali)
	Tower bolt	3"/4"/6"/8" brass extruded SS matt finish (Oswal)
12	Floor spring	
	60 kg	7477 (Godrej) / M-74 (Hardwyn)
	80 kg	8293 (Godrej) / M-74 (Hardwyn)
	100 kg	8294 (Godrej) / M-76 (Hardwyn)
13	Door closer	
	60 kg	Double speed 8292-silver, 7345-golden (Godrej) / scorpio (Hardwyn)
	Fire rated 60 kg	1938 (Godrej) / Triton (Hardwyn)
14	Patch fittings for door and fixed glass partition (top/bottom patch, pivot, patch lock, L arm, L connect, connector, floor spring, handle, plastic profile)	Godrej / XL C series(Dorma) / OPF series (Ozone)
15	Glass / Mirrors	Saint Gobain / Modi
16	Aluminum section	Jindal / Indal / Banco
17	Window Blinds	Vista / Hunter Douglas
18	Paint	Asian paints / Berger / Nerolac
19	PU Coating ( Pigmented / Paint & Polish	Asian Emporio PU
20	Particle boards	Novapan / Deco board
21	Computer accessories	
	Keyboard tray with mouse tray	KTE-1-45M (Ebco)
	CPU hanger/ shelf	Side mounted IS CPU HL SM (Innofitt) /CPUSM(Ebco) , 4/2-SMCS (Zipco)
	cable manager (60mm)	i) met-I -CO60ZN1(Ebco) ii) P-C - CO 60(Ebco) black/ivory/grey color
22	ACP panel	Timex / Alu decor / Euro/Alutech
23	Foam	Sleepwell / Feather foam
24	Wall paper	WK stone (Gaenari) / Excel (Streamline)
25	Glass film	Garware / 3M
26	Plumbing / sanitary fixture	Grohe / Jaguar / Astral/supreme
27	GRC product	Dalal / Unistone / Grand Grc / indo ART
28	PCC product	KK / GCL / SRC PAVERS

### Notes-

1) Contractor should get the sample approved before execution.

## TECHNICAL SPECIFICATIONS

Unless otherwise mentioned in item description / bill of quantities and / or instructed by architects/Engineer following specifications shall be adopted. All works to be carried as per detailed execution drawings and instructions of Architect/Engineer in-charge.

Sizes mentioned hereunder or elsewhere in these tender documents are finished sizes and centre to centre distance is the maximum permissible distance.

### **A. MATERIALS**

- 1) **MDF / HDHMR** :Exterior Grade MDF / HDHMR board of specifiedmake
- 2) **Plywood**: IS- 303 Commercial Plywood of approved make. Al exposed edges of plywood to be finished with 1mm laminate or min. 6mm th. wood beading with melamine polish/synthetic enamel paint.
- 3) **Laminate**: IS-2046 of approved Make, shade and thickness not less than 1mm. Balancing laminate should be 0.8mm th. of approved make andshade.
- 4) **Wood**:
  - a) For beading/lipping teak or steam beech or equivalent to match with laminate with melamine polish. Sample of Wood and Polish to be approved.
  - b) MDF (15 mm thk) beading, corner chamfered (where ever mentioned as per drawing) with Duco paint finish (shade as mentioned in drawing).
  - c) Concealed wood members should be hard wood (Sal, Kapuretc) as per approved Sample.
  - d) All Wood members to be given pre construction anti termite treatment with Biflex TC chemical in proportion 1:24 (biflex: kerosene oil ) in 2coats.
  - e) Inside wood members and concealed / inner side of ply wood in double skin partition need not be provided with primer andpainting.
  - f) All internal exposed members of wood and ply which are not finished with laminate or polish to be finished with one coat of primer and two or more coats of synthetic enamel paint of approved make andshade.
  - g) All internal members (surfaces) of wooden furnitures to be finished with 0.75 mm thk laminate (phenolic laminates) (frosty white shade).
- 5) **Other Materials**: Hardware, locks, channels, cable manager, door closer, keyboard tray, floor spring etc as per approvedsample.



6) **Glass:** Approved make float glass with itching/frosting/filmed finish as mentioned/ shown in drawing or BOQ.

**B. MODESTYPANEL**

Made out of 18thk ply board, finished with 1 thk laminate (shade as mentioned in dwg) and lacquer glass; location and shade of finishing material as mentioned in drawing.

**C. TABLE TOPS & LEG/SIDEPANEL**

Working Top curved (over-hang over modesty panel), Leg panels made out of 18mm thick ply board finished with 1mm laminate / lacquer glass (colour, finish & location as mentioned in drawing).

**D. DRAWER UNIT**

Drawer Unit - (Inner size of box, 1 side of box is leg panel, upper side of box is table top, back side shall be 8mm thick Ply board and Bottom of Box, 3 nos. 2" wide drawer divider pattas & inner panel of Box made out of 18 mm Both Side ply board. 4 Nos drawers shall be 1'9" deep (inner dimension), First (Top) drawer 4" height (facia) & rest 3 equal. Ply board / wood horizontal partition between first & second drawer. Second drawer shall be Cash drawer having 6 equal compartments for currency notes. Drawer facia & skirting 18 mm Ply board finished with 1 mm laminate, bottom 5.5 mm thick; sides, back & divider partition 12 mm thick Ply board as per drawing & Detail.

**E. SIDE UNIT / FILE STORAGE / CUPBOARD UNIT**

Side Unit - Top, Bottom, Sides, Skirting & Shutters 18 mm Ply board and Back 5.5 mm & Shelf 18 mm ply board. All remaining external surfaces (except bottom face of bottom shelf) shall be finished with 1 mm matt finish laminate including group lock, SS- handles etc complete.

**F. ELECTRICAL MAIN PANEL CUPBOARD**

Sides, Top, Bottom / Middle divider & Shutters made out of 18 mm thick Cement Particle Board, having 5 mm thick glass pans in shutters fitted with 3" SS-L-Hinges max. 2' c/c , Magnetic Catch, Handles, Vents, Chain etc Complete. All External surfaces to be finished with 1mm laminate and rest with enamel paint. Exact measurements & number of shutters required (2 or 4) shall be decided on completion of installation of Electric Panel. Front elevation area shall be measured & paid. Item to be executed as per execution drawing, instructions of Architects/Bank.

## **G. PARTITIONS**

The rate shall be include GI / aluminium frame work / boxing above false ceiling level for fixing of fully glazed glass partition. Part of the Glass shall be provided with Glass film as approved. (Measurement shall be taken up to false ceiling finished level). Sheet Metal Counter Sunk Screws shall be used to make the Partitions. Item to be executed as per execution drawing, instructions of Architects/Bank.

### **i. Half Height Partition (solid or partly glazed)**

68mm thick Double Skin Solid / Partly Glazed Partition made out of Minimum 50 mm x 25 mm x 1.2 mm Aluminium extruded Tube Sections placed max. 600 mm c/c both ways, 12 thk ply board fixed on both faces & edges, finished with 1 mm thick Solid Core Laminate including 12 mm thick crystal edge finish clear float glass / tamper glass (as mentioned in drawings); where ever required; fitted with necessary SS/CP patch fitting-wood to glass or /and glass to glass, as required.

### **ii. Full Height Partition 8'-0" Ht / Up to false ceiling**

68mm thick Double Skin Solid / Partly Glazed Partition made out of Minimum 50 mm x 25 mm x 1.2 mm Aluminum extruded Tube Sections placed max. 600 mm c/c both ways, 12 mm thick plywood fixed on both faces & edges, finished with 1 mm thick Solid Core Laminate anchored & dropped from beam/slab, including Crystal edge polishing, 8mm glass panel as per drawing & instructions of Architect, as required. Only clear visible area of glass & wooden partition shall be measured & payed.

## **H. SOFA**

Waiting sofa without arm-rests made out of 19mm MR grade block board with T.W. Framing inside, imported elastic / Jelebi Spring, 3" thick 40 density foam sheet + 1" thick Softy U-Foam for Seat & 2" thick 32 density foam sheet + 1" thick Softy U-Foam for back, all exposed surface covered with approved fabric /art. lather with 3" SS legs ,exposed wood shall be painted / polished complete. Item to be executed as per execution drawing, instructions of Architects/Bank.

## **I. DOORS**

### **1) Flush Door (with or without view panel)**

32 mm thick Flush door, both sides finished with 1 mm thick regular core laminate, all edges covered with 0.5" thick teak wood bidding melamine polish finish, 5 m thick glass view panel as required including 4"x2" hard wood frame covered with laminate, 4 nos. 5" SS-Hinges, Pin Cylinder lock, Double speed door closer (60 to 80 kg), SS-Tower Bolt, door stopper, PVC buffer etc complete.

### **2) Flush Door (with or without view panel) with doorframe**

Same as above but including door frame of 55x95mm kapur wood with proper holdfast etc complete.

### **3) SINGLE WINDOW FLAP DOOR**

P/F Over all 35mm thick flap door made out of hardwood frame covered with 5.5 mm exterior grade MDF Board finished with 1 mm thick solid core laminate. Door shutter frame shall be made out of 3 vertical and 3 horizontal members of 50 mm wide and 1 lock rail of 100/125mm width. 3nos. 4" SS hinges, 3" brass SS tower bolt etc. complete.

## **J. PAINT**

Providing and applying 2 or more coats (using brush/roller) of approved quality synthetic enamel/acrylic emulsion paint of approved color as per manufacturers specification at all levels and -heights, including removing existing paint, previous dust, oil, grease or loose particles, complete surface treatment of approved primer, adequate coats of enamel putty to make the surface uniform and free of undulations etc. complete, and finished as directed and to the satisfaction of the architect.

## **K. ALUMINIUM COMPOSITE PANELING**

ACP paneling made of Frame (1"x2"x1.2mm aluminum tubes placed max. 2' c/c) finished with 3mm thick (overall) exterior grade ACP composed of non-combustible virgin LDPE core laminated and sandwiched between two fine aluminum sheets (0.25 on each side). Finished visible area shall be measured & paid. Item to be executed as per execution drawing, instructions of Architects/Bank.

## **L. GYPSUM BOARD FALSE CEILING**

### **SAINT GOBAIN GYPROC**

As per CPWD specification

### **Grid ceiling**

As per CPWD specification

**AC AND LIGHT FITTINGS** : Opening for AC And Light fixtures should be done Before Jointing & finishing. G.I. perimeter channel and supporting materials are to be provided to make any opening for light fittings, diffusers etc. and should be supported properly to maintain the integrity of the ceiling. Opening for Light fitting should be planned in advance so that they are not in the line of Joints, Intermediate channel are not Distributed.

JOINTING AND FINISHING: Hilux Calcium Silicate boards are available with Tapered and Square edges. The joints of these boards can be jointed & finished by using specially formulated Jointing Compound (USG make) and 48 mm wide fibre tape, to get seamless finish. The square edges of the boards can be made tapered (40x1.5mm) at site by using grinding machine. The corners can also be reinforced with fiber tape. Cement Primer (Oil based) to be provided on entire surface before putty/ painting.

Step -1(First-coat)

- Apply Jointing compound at joint
- Firmly embed the 48mm wide self adhesive fiber tape centrally into the joint.
- Apply jointing compound on the fiber tape with tapping knife.
- Use sufficient pressure to ensure that the tape is firmly placed.
- The tape should be free from trapped air/bubbles and this application should be approx. 4" wide.
- Remove extra material lying outside of the joint and allow it to dry.

Step - 2 (Second coat)

- When the first coat is dried, apply second coat of jointing compound to the joint.
- Ensure that the preceding application and tape is completely covered by making this application wider than the earlier.
- Remove extra material and allow it to dry.

Step - 3 (Third coat- finishing coat)

- When the 2nd coat is dried, apply a very thin layer of jointing compound to the joint.
- Ensure that the preceding application and tape is completely covered by making this application wider than the earlier and spread it, to remove visibility of the joint.
- Feather out joint edges to remove extra material and allow it to dry.

**M. HIGH GLOSS PU CLEAR / WHITE / PIGMENTED COATING**

The HIGH GLOSS PU clear / white / pigmented shall be carried out as per standard procedure of the manufacturer specifications and recommendations and as per the instruction by the Architect

Sr.No.	Stage	Process	Specification
1	1 <sup>st</sup>	Sand the Surface with emery Paper to remove the Fiber, glue, undulation for clean the surface & smoothen the surface	Paper No. 180 & 320
2	2 <sup>nd</sup>	Apply 1 <sup>st</sup> coat of Epoxy (Polyester insulator)	
		Drying time 4-5 hours (should not exceed 72hrs)	
	3 <sup>rd</sup>	Sand the Surface with emery paper	Paper No. 180 & 320

3	4 <sup>th</sup>	Apply 1 <sup>st</sup> coat of Sealer, Mixing ratio of clear/ white/ pigmented sealer is Base : Hardener : Thinner : 100 : 50 : 15-30%	FL-A40-CO2/FL-A040-CO1 : FC-A042 : Asian PU thinner code 1532 & coverage 120-180 gm/sqmt
		Drying time 4-5hours (should not exceed 72 hrs)	
	5 <sup>th</sup>	Sand the Surface with emery paper	Paper No. 320
4	6 <sup>th</sup>	Apply 2 <sup>nd</sup> coat of Sealer, Mixing ratio of clear/ white/ pigmented sealer is Base : Hardener : Thinner : 100 : 50 : 15-30%	FL-A40-CO2/FL-A040-CO1 : FC-A042 : Asian PU thinner code 1532 & coverage 120-180 gm/sqmt
		Drying time 4-5hours (should not exceed 72 hrs)	
	7 <sup>th</sup>	Sand the Surface with emery paper	Paper No. 320 & 400 (wet sanding)
5	8 <sup>th</sup>	Apply 1 <sup>st</sup> coat of glossy Top coat, Mixing ratio of clear/ white/ pigmented glossy is Base : Hardener : Thinner : 100 : 100 : 15-30%	FB-A596-CO2/FB-A596-CO1 : FC-A640 : Asian PU thinner code 1532
		Drying time 4-5hours (should not exceed 72 hrs)	
	9 <sup>th</sup>	Sand the Surface with emery paper	Paper No. 400 (wet sanding)
6	10 <sup>th</sup>	Apply 2 <sup>nd</sup> coat of glossy Top coat, Mixing ratio of clear/ white/ pigmented glossy is Base : Hardener : Thinner : 100 : 100 : 15-30%	FB-A596-CO2/FB-A596-CO1 : FC-A640 : Asian PU thinner code 1532
		Drying time 4-5hours (should not exceed 72 hrs)	
	11 <sup>th</sup>	Sand the Surface with emery paper	Paper No. 400 (wet sanding)
7	12 <sup>th</sup>	Apply 3 <sup>rd</sup> coat of glossy Top coat, Mixing ratio of clear/ white/ pigmented glossy is Base : Hardener : Thinner : 100 : 100 : 15-30%	FB-A596-CO2/FB-A596-CO1 : FC-A640 : Asian PU thinner code 1532
		Drying time 48 hours	
	13 <sup>th</sup>	Sand the surface with emery paper	Paper No. 800, 1000 or 1200, 2000 (wet sanding)
8	14 <sup>th</sup>	Buff using Buffing compound - Pest (3M make)	Using Medium Pad
	15 <sup>th</sup>	Buff using Buffing compound - Liquid (3M make) ( Avoid the buffer which is very fast. Use orbital buffing machine (1000-1500 RPM )	Using Soft Pad
9	16 <sup>th</sup>	Using wax polish remove remaining buffing compound from surface & increase the gloss.	

**PRO-FORMA OF HINDRANCE REGISTER**

Name of Work:-

Date of Start of Work:-

Name of Contractor:-

Period of Completion:-

Agreement No.:-

Date of Completion:-

<b>Sr. No.</b>	<b>Nature of Hindrance</b>	<b>Date of Occurrence of Hindrance</b>	<b>Date of Which Hindrance was removed</b>	<b>Period of Hindrance</b>	<b>Signature Architect / Bank</b>	<b>Remarks</b>
1	2	3	4	5	6	7

## **BILL OF QUANTITY**

### **PREAMBLE:**

To be read along with drawings.

1. Rates to be quoted both in figures and words.
2. All pages to be signed and stamped by the tenderer.
3. The rate of the items shall be applicable for any floor level/ any number of floors, or any quantity.
4. The specification of the items shall be as per latest Indian standard codes unless otherwise specified.
5. All materials shall be as per approved list and should be of 1<sup>st</sup> quality unless otherwise specified.
6. The rates are inclusive of all duties and taxes (except GST) of all government, municipal or any other statutory body applicable from time to time.
7. Rates shall be for items complete in all respects as per drawing, instructions and approval of the / bank's engineer.
8. The quantities are approximate and tentative which may vary during course of execution. The rates quoted against particular item shall not be changed with variation in quantities.
9. Making of any cutout / opening for electrical / air - conditioning wiring / fitting in any of the item of false ceiling, partitions, paneling masonry work etc. And finishing edges jambs / sills / soffits of the opening shall not be paid extra.
10. The tenderer shall visit the site and shall satisfy himself as to conditions under which the work is to be performed. He shall also check, ascertain the locations of any existing structures or equipment or any other situation which may affect the work. No extra claim as a consequence of ignorance or on ground of insufficient description will be allowed at a later date.
11. The quoted price for items shall include all accessories, consumables etc. As required to make the item complete in all respects, compatible with other related / associated items and fully functional.
12. Contractor shall be fully responsible for any error, difficulty in execution / damages incurred owing to discrepancy in drawings which has been overlooked by him and has not been brought to the notice of the .
13. There are number of items given in the tender where in basic rates including all taxes expected has been mentioned in the tender. These items shall be purchased by the contractor from the market only after the approval of quality and rates by the .
14. All hidden surfaces of board / ply / wood work to be painted with anti bacterial paint from nav air international fr 881 (viper) (white colour as per manufacturer's specifications on wood / board).
15. Contractor shall appoint technically qualified full time site supervisor to monitoring the day to day progress of work at site on their own cost.

**BILL OF QUANTITIES  
PRICE BID (PART-B)**

**(Refer annexed file / section in e-tender portal for Bill of Quantities)**



**TENDER DRAWINGS**

**(Refer annexed file )**