



STATE BANK OF INDIA
PREMISES & ESTATE DEPARTMENT
AMARAVATI LOCAL HEAD OFFICE, GUNFOUNDRY,
ABIDS, HYDERABAD - 500 001

NOTICE INVITING TENDER (NIT)

FOR

CIVIL WORKS AT SBILD MASULIPATINAM – CANTEEN & GYM BLOCK
(From empanelled civil contractors of SBI Hyderabad circle under the category of
Rs. 75 Lakhs and above)

TECHNICAL BID

TENDER NO. AMR/P&E/2023/06/02 Date: 17.06.2023

- **ONLINE PRICE-BID IS ITEM RATE BASED.**
- **ALL THE BIDDERS SHOULD HAVE DIGITAL SIGNATURE WITH ENCRYPTION.**
- **TENDER DOCUMENTS ARE TO BE SUBMITTED IN ONLINE ONLY. DO NOT SUBMIT IN HARD COPY.**

The Asst. General Manager (P&E),
State Bank of India, P&E Dept.,
LHO Amaravati, 2nd floor,
Gunfoundry, Abids,
Hyderabad-500001
Ph: 040-23387364, 365



Architects:
M/s Pithavadian and Partners,
10, Murugappa Road, Kotturpuram,
Chennai - 600 085

PART – A
NOTICE INVITING TENDER (NIT)

Online Tenders are invited from empaneled Civil contractors of SBI Hyderabad Circle under the category of ₹ 75.00 Lakhs and above.

1	Name of the Work	CIVIL WORKS AT SBILD MASULIPATNAM – CANTEEN & GYM BLOCK
2	Earnest Money Deposit (EMD)	Demand Draft for ₹ 57,000/- in favor of Premises and Estate Department EMD, FSD account payable at Hyderabad to be submitted 'or' Valid MSME certificate issued for the purpose of proposed works and Bid security declaration in the format enclosed duly stamped and signed
3	Submission of tender documents	The participating Vendors should have the digital signature and encryption. No offline / hardcopy submission. Only L1 Bidder must submit the relevant documents post-tendering. Bidders shall first upload the duly signed & stamped Letter of Declaration, EMD and thereafter can fill & submit the online Price Bid. Last date & time for price bid submission 3:00 pm on 10.07.2023. Price bids of only eligible bidders will be opened online at 3:30 pm on 10.07.2023. After opening & evaluation of price bid, the identified Successful bidder (L1) alone must submit hard copy of entire technical bid & price bid with item rates duly signed & stamped along with Initial Security Deposit amount at the office of user/controller within 07 working days. Thereafter, Work Order by the controller will be placed with L1. Bids would be opened online in the above date and time.
4	Pre-bid Meeting	on 03.07.2023 @ 11.00 AM At the Address: State Bank of India, P&E Dept., 2nd Floor, SBI Amaravati LHO Building, Gunfoundry, Abids, Hyderabad – 500 001 Ph: 040-23387364, 365
5	Validity for Offer	90 days from the date of opening of price bid
6	Completion period	75 days from the date of issuing work order.
7	Initial Security Deposit	2% of the total Contract value. To be submitted by the successful bidder before commencement of the work.
8	Retention Money	Total Retention Money 3% of the total Contact value and shall be retained till completion of the defect liability period.

9	Defect Liability Period	12 Months from the date of handing over
10	Liquidated damages	0.5% per week or part thereof subject to maximum of 5% of total Contract value.
11	Agency for arranging e-tender / online bidding.	M/s. e-procurement Technologies limited, Ahmedabad.
12	Value of interim certificate for bill	1/3 of the total Contract value (minimum interval for next bill is 1 month whichever is earlier)
13	Additional information if any	<p>The quoted rate should be inclusive of cost of materials, labour, wages, transportation, wastage, temporary preparation works, cleaning, statutory expenses, incidental charges and all related expenses to complete the work. GST shall be paid on actuals.</p> <p>After completion of work, the photos of the completed project with different angles shall be attached along with the Bill. Also it is necessary to attach the photos of old ambience and the same to be attached along the Bill. The photos may be titled before and after.</p> <p>The debris shall be cleared then and there in co- ordination of other traders. If site is not clear periodically, Bank shall arrange to clear the site at the risk and cost of Contractor.</p> <p>The successful L1 Contractors has to furnish the list of workers with name, address, aadhar no etc. and get the permission at centre / Branch.</p> <p>During defects liability period it is the responsibility of contractor to send the people to rectify or replace the material.</p> <p>In case of working Branch with busy schedule and work shall be carried out without disturbing the branch functioning. All contractors are advised to visit the Premises before quoting</p>
14	Contact info (during working hours)	<p>Smt. Shanmugapriya, Manager(Civil), P&E agmpe.lhoand@sbi.co.in, 040-2338 7365 Ar. Vijyananth 9382820175 & Er. K. Sathyakumar 860 869 2323, vijay@paparchitect.com, PNP</p>
15	Eligible Taxes	<p>TDS will be deducted at source as per Govt. Guidelines. Reimbursement of GST will be made only on submission of proper GST invoice as per applicable GST provisions/Rules. The contractor should comply with the following;</p> <ul style="list-style-type: none"> • Contractor should have GST Registration Number.

		<ul style="list-style-type: none"> • Contractor should submit proper GST Invoice • Invoices should specifically/separately disclose the amount of GST levied at applicable rate as per GST provisions/Rules. • In case of Correction in the bills after scrutiny, contractor should submit fresh bills for payment. • Contractor should timely file his GST return in accordance with GST provisions to enable the bank to claim the credit of GST paid to the contractor. • The GST Number of State Bank of India is for Hyderabad state - 36AAACS8577K1ZQ
16	Electronic Payment	Electronic payment shall be preferred. All the contractor must furnish details such as 1) Name of the their bank 2) Name of their branch 3) Account number 4) Name of the account holder as in the bank account 5) IFSC No of the branch 6) PAN number.
<ol style="list-style-type: none"> 1. 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. SBI will not be responsible for any technical snag / network connectivity / postal delay / loss / non-receipt thereof. No consideration will be given to a tender received after the date / time specified above and such tenders are deemed to be rejected. 2. SBI reserves its right 'to accept' any or 'to reject' or 'to cancel' all the tenders in part or whole without assigning reasons thereof and no correspondence shall be entertained in this regard. 3. The Vendor shall sign and stamp each page of the tender document thereby ensuring the number and sequence of all pages. Tender documents without seal and signature of the authorized tenderer are liable to be rejected. 4. Bidders must make sure themselves the site conditions before quoting. 5. The intending bidders are categorically advised to submit the tender document strictly in the attached format only. 6. The Courts in Hyderabad city alone shall have the jurisdiction in respect of any or all matters relating to or connected with the tender. 7. State Bank of India discourages the stipulation of any condition by the tenderers. The conditional tender shall be liable to get rejected. <p>-Sd/- P&E Dept, LHO Amaravathi - Hyderabad</p>		

PART – B
INSTRUCTIONS TO TENDERERS

1. Submission of Tender documents: The Tenders should be submitted online in the website <https://etender.sbi> only.

a) **ONLINE TECHNICAL BID SECTION:**

The Bidders have to submit the following in the online Technical Bid section:-

- a. **Declaration form**
- b. **EMD 'or' valid MSME Certificate**

The copies of these documents have to be signed & stamped before uploading.

THE TENDER DOCUMENTS ARE NOT REQUIRED TO BE SENT / SUBMITTED TO US IN HARD COPY.

b) **ONLINE PRICE BID SECTION:**

The Bidders have to submit the item-wise rates in the online price bid section. Rate quoted shall be excluding GST and the same shall be paid extra over & above the actual value of work, as applicable at the time of interim / final bill payment. L1 tenderer will be evaluated based on final amount excluding GST. All the contractors are advised to quote rates excluding GST component.

2. The tenderer must obtain himself on his own responsibility and expenses, all information and data which may be required for the purpose of filling this tender document. The Tenderer is requested satisfy himself regarding the site conditions, transport and communication facilities, labour, the law and order situation, climatic conditions, local authorities requirement, traffic regulations etc. The tenderer will be fully responsible for considering the financial effect of any or all the factors while submitting his tender.

3. The successful tenderer shall be bound to accept the offer within 3 days of LOI in writing.

4. If the offer is accepted, the contractor has to commence the work at the site immediately.

5. Total security deposit shall be 2.5% of contract value which shall be retained from the final bill of the work. The same shall be released to the contractors after the successful completion of defect liability period as specified in the contract.

6. Work shall be completed in all respect within the stipulated project duration from the date of award of work. Time is the essence of contract. Delay in completion shall lead to invoking appropriate penalty clause as per Bank's extant guidelines.

7. In case of delay without proper justification, Bank shall levy Liquidated damages @ 0.5% per each week of delay subject to maximum of 5% over final value of work.

8. Contractors should ensure strict adherence to the tender specifications and shall ensure prior approvals are obtained for all the samples from the Engineer In charge before commencement of any work. Bill/invoice copies justifying basic rates of materials used shall be produced before installation.

9. The quantity specified in the schedule is only approximate and may vary on either side according to site conditions. However, no item shall be executed exceeding the estimated quantity without prior approval from Engineer In charge.

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

11. Specification of relevant clause of NBC / CPWD shall be the baseline requirement to execute the items of the work.
12. Contractor shall ensure safety of premises, occupants & workers. Any damages caused by the negligence of contractor while execution should be restored & made good by the contractor at his own cost and risk.
13. The Tenderer will submit their Tender after carefully examining the whole of the Tender documents, conditions of Tender, Conditions of Contract, drawings, specifications, and bill of quantities after inspecting the site.
14. Canvassing in connection with Tender is strictly prohibited and Tender submitted by the Contractors who resort to canvassing are liable to be rejected.
15. Tenders not fulfilling any or all of the conditions prescribed or which are incomplete are liable to be rejected. Bank reserve the right to accept, Split or reject or cancel any tender in whole or in part without assigning for any reason.
16. Any discrepancies, omissions, ambiguities in the Tender documents should be intimated to the Bank and the same will be replied. Queries will be reviewed and where information sought is not clearly indicated (or) specified the Consultants will issue a clarification to all the Tenders, which will become part of the Contract document.
17. All pages of the Tender documents should be signed and stamp affixed by the Successful Tenderer and only the successful tenderer should submit the Hard copies of Technical and Price bid at office.
18. No part of the bill of quantities (or) drawing should be deleted.
19. Bank also reserves the right to divide and distribute the work, floor wise/ section wise/ item wise and trade wise and this may please be noted by the Tenderer. In such cases the decision will be solely at the discretion of Bank in consultation with Architects, including that of assignment of works. Tenderers are advised to ensure strict observance of commercial aspect of this Tender.
20. The successful Tenderer shall furnish a list of his relatives working with the Employer along with their designations and addresses.
21. **Defects liability Period:** 12 months from the date of handing over.
22. The successful Tenderer will enter into Agreement with Bank as per the standard format within 7 days from the date of receipt of work order (or) the date of handing over the site whichever is later.
23. This Notice Inviting Tenders, Instructions to the Tenderers, General Conditions of Contract, Special Conditions of Contract, and Safety Code and the duly completed will inter alia form part of the Agreement to be executed by the successful Tenderer with the Employer.
24. Tie Breaker
In case, the Lowest Tendered Amount of two or more contractors is same, such lowest contractors will again be asked to submit online Revised offers. But the revised offer shall, in no case, be higher than the initial offer.
25. The process of online re-bidding amongst two or more contractors offering same rates shall continue till L1 bidder is discovered.
26. In case, any of such contractors(quoted same tender amount during initial bidding or subsequent re bidding) refuses to submit revised offer, it shall be treated as 'withdrawal of tender' by the contractor before acceptance. The EMD of such contractors shall be forfeited.

DECLARATION FORM

(To be printed on Bidder's letter head & uploaded in the online Technical Bid section)

To

THE ASSISTANT GENERAL MANAGER,
STATE BANK OF INDIA

PREMISES&ESTATE DEPARTMENT

AMARAVATI LOCAL HEAD OFFICE, GUNFOUNDRY, HYDERABAD - 500 001

Dear Sir/s,

CIVIL WORKS AT SBILD MASULIPATNAM - CANTEEN & GYM BLOCK

1. Having examined the site of work and Drawings, Specifications, General and Special Conditions of Contract, Schedule of Quantities relating to the "**CIVIL WORKS AT SBILD MASULIPATNAM - CANTEEN & GYM BLOCK**" having obtained the Tender invited on behalf of the Bank.
2. I / We, the undersigned, hereby agreed to execute, complete, and maintain the proposed work in strict accordance with the Contract documents for the items described in the Tender at the item rates quoted by us in the Tender.
3. I / We undertake to complete and deliver the total work in **75 Days from the date of issuing work order**. If the work is not completed with stipulated time, we are fully aware that the LD as per terms & conditions will be levied.
4. I / We enclose herewith EMD for an amount of **₹ 57,000/-** 'or' valid MSME certificate.
5. I / We are agreeable for a total Retention Money shall be 1.5% of total Contract value and the same will be deducted at 10% of each running bill will till it reaches 3% of the total Contact value. We also know that no interest shall be payable to the amount retained by the Bank as security Deposit.
6. I / We agree to carry out the work as per approved plan specification terms & Conditions of the tender in the event of the Tender is being accepted.
7. I / We agree undertake that the labours engaged will be screened/tested for COVID-19 and not to engage labours tested positive and/or carrying symptoms of the disease. In case any of the labours tested positive shall be transported/quarantined in a safe place as approved by the Govt. at our own risk & cost.
8. We shall absolve the employer and Architects / Consultants from any loss, damage, action etc. Rate quoted by us shall be inclusive of all such expenses.
9. I / We shall furnish the detailed Bar Chart/ PERT chart after receiving the work order indicating our schedule programme for the all the major activities of entire Electrical works.
10. I / We shall strictly adhere to follow the labour laws in force from time to time by Central / state Government and other authority etc.
11. I / We _____ the bidder(s) for the present project do hereby solemnly declare that our Firm/ Company/ joint Venture/ Consortium is not under liquidation and the said entity is not under court receivership of any similar proceedings under court of any competent jurisdiction at the time of bidding.
12. I/We the undersigned have carefully gone through and clearly understood after visiting

the site and the Tender drawings and tender documents comprising of the Notice Inviting Tender to contractors, Terms and conditions of contract, Special Conditions, Specifications and Bill of quantities, agreement, list of approved makes / Manufacturers etc.

13. I/We accept all the terms and conditions of tender documents. We will abide by the technical specification mentioned in the tender. We hereby undertake to use only specified materials / make as per tender. In case of successful bidder, we undertake to submit the hard copies of the technical bid and price bid duly sealed and signed on all pages within 24 hours from the opening of price bid.
14. I/We do hereby undertake to execute and complete the whole or part of the work (as mentioned by you) at the respective rates which I/We have quoted for the respective items of the Probable Bill of Quantities
15. I/We are depositing the Earnest Money Deposit along with this tender for due execution of the work at my/our tendered rates together with any variations which shall be adjusted by SBI at prices based on our tendered rates. I/We shall deposit further sum equivalent to 2% of tender amount, less EMD paid in the event of my/our tender being accepted, towards initial security deposit.
16. In the event of this Tender being accepted I/We agree to enter into an agreement as and when required and execute the contract according to your form of Agreement, within 10 days of receipt of work order, in default thereof, I/We do hereby bind myself/ourselves to forfeit the aforesaid initial security deposit.
17. I/We further agree to complete the work covered in the said schedule of quantities within the time duration mentioned in the work order to commence the work or on which contractor is instructed to take possession of the site, whichever is later.
18. I/We agree not to employ Sub-contractors other than those that may be specifically approved by you / your Architects for this contract work.
19. I/We agree to and to get the work, workers, employees (of contractor, Architect & Employer) engaged on the work at site and all materials at site for execution of the work shall be insured comprehensive insurance including fire/accidents/ rain/ floods/riots/CAR policy (contractor's all risk insurance policy) and the insurance shall cover the period from date of start of work to date of actual completion of work plus 3 months. In case part work is taken over by the Employer before final completion of the whole work, such parts may not be covered by the insurance from the date of taking over that part of work by the Employer. Draft Insurance deed will be got vetted by the Architect, before obtaining the same. All the rates quoted by me/ us are inclusive of the same in full and nothing extra shall be claimed anytime on account of any of these.
20. I/We agree to pay Income tax, to be deducted at source, at the rate prevailing from time to time on the Gross value of the work done, and the rates quoted by me/we are inclusive of same.

Yours faithfully,

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

Date:

PART – C
SALIENT CONDITIONS OF CONTRACT

1. The successful Contractors have to furnish a detailed **BAR CHART** indicating their schedule programme for all the major activities within 3 days from the date of written order to commence the work. This **BAR CHART** will be referred for during the progress of the work to establish the periodical landmarks of achievement of work. If necessary, the revised **BAR CHART** based on the revised scope of work have to be submitted by the Contractor.
 - i) The **electric power** required to execute the work would be given by the Bank at a particular point only and the Contractors have to make their own arrangements for tapping the supply at various points. The amount equivalent to **0.25 % of final bill value of total work** done towards the Electric charges shall be recovered from the Contractors.
 - ii) Contractors will have to make their own arrangement for water. However water could be arranged by the Bank at one point source, if available and the amount equivalent to **0.25 % of final bill value of total work** done towards the water charges shall be recovered from the Contractors after meeting the requirement of Branch /Office.
2. The successful Tenderer should appoint a **Project Engineer** who is well acquainted with the nature of work. He should be in a position to answer for any clarification during site visit by Bank's Engineers.
3. The Tenderers after collecting Tender document should thoroughly study the relevant drawings in relation with BOQ and if any discrepancies to be discussed / written to Bank prior to submission of Tender.
4. Contractors are expected to strictly adhere to the labour laws in force from time to time by Central Government. The necessary records should be maintained at site and an amenity to the labours has to be made available at site as per law. The labours should be paid the salary in time as per the minimum wage act. The labour license shall also to be obtained from the authorities concerned. After completion of work as built drawings for the above drawings are to be submitted along with the final bill in the form of three sets of hard copy in colour and one soft copy.
5. The successful Tenderer awarded with the Civil work assumes overall responsibilities and are solely responsible for co-ordination with other agencies and execution of works as per specification within the time frame to the satisfaction of Bank as per Tender conditions. Any dispute if arise among them to be sorted out / settled at their level. The successful Tenderer is the sole representative for whole Civil work and they/ he is liable for any clauses of this Tender.
6. Necessary **Insurance policies** such as CAR policy/ Workmen's Compensation, Third Party liability to be taken before commencing the work and the original policies to be deposited with the Bank.
7. Necessary **Labor License** to be taken before commencement of work.

8. Bank will not pay any mobilization advance/ material advance and there will not be any escalation for the work.
9. No deviation will be allowed in the material specified.
10. The Tenderer is required to inspect the site and obtain for himself on his own responsibility and at his own expense all necessary information and particulars to enable him to submit a proper Tender.
11. The Contractor at site verify the dimensions shown in the drawings before he takes up actual manufacture of the several items, making allowances for the actual dimensions that prevail at site.
12. If neither the drawings nor the specifications nor the accepted bills of quantities include any part/ parts the intention to include which is never the less clearly to be inferred and which are obviously necessary for the proper completion of the works/ installations, all such parts shall be supplied and executed by the Contractor at no extra charge.
13. Anything contained in one or another of (a) the drawings (b) the specifications and (c) the accepted bills of quantities and not found in the other will be equally binding as if contained in each of them.
14. The work will be done strictly in accordance with specification and drawings and as instructed the Architects/ Client.
15. The descriptions in the bills of quantities are brief and have been compiled as correctly as possible but are not meant to be exhaustive.
16. The Contractor should arrange for inspection of the sample of each item by the Architects/ Client proceeding with the work of manufacturing other units. The samples should be produced for inspection and approval of the Architects/ Client in the stages (1) after the same is assembled and made ready as per the Architects/ Client drawings and (2) after completing the finishing items viz., polishing/ painting etc.
17. It may clearly be noted that the inspection and approval of the items of work at any stage shall not exonerate the Contractor of his responsibilities in respect of the quality of work, workmanship and quality of materials.
18. The work should be completed as per the items specified elsewhere in the document and the rate quoted shall rate quoted shall include for doing work round the clock. No extra is payable in this respect.
19. The successful tenderer shall co-ordinate to other agencies engaged in the Project.
20. Specification of relevant clause of NBC / CPWD shall be the base line requirements to execute the items of work
21. Contractor shall ensure safety of personnel and property working in the premises. Any damages caused by the negligence of the contractor while execution should be restored & made good by the contractor at his own cost and risk.
22. 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 suppliers as required to the site meetings and ensure all follow up actions.
23. The Contractor shall cart away all debris, refuse etc. arising from the work from the site and deposit the same as directed by the Architect/ Consultant at his own cost. It is the responsibility of the Contractor to obtain from the local authorities concerned to the effect that all rubbish arising out of Contractor's activities at the construction site or any

other off-site activities borrow pits has been properly disposed of.

24. Procurement of materials

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

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

26. Acceptance of Tender

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

27. The prices shall be Firm for the duration of Contract plus all authorized extensions of time plus three months period after completion of work.
28. All necessary test certificates for the equipment and ducts are to be submitted in triplicate before scheduling the materials.

AGREEMENT TO BE SIGNED BETWEEN BANK AND CONTRACTOR

ARTICLES OF AGREEMENT made the..... day of 2023.

BETWEEN The Regional Manager, (hereinafter called "the SBI") which expression shall unless repugnant to the context mean & include its successors & assigns of the ONE PART and M/s.-----

----- in the district of (hereinafter called "the Contractor" which expression shall unless repugnant to the context mean & include) of the OTHER PART.

WHEREAS the SBI is desirous of executing the CIVIL WORKS AT SBILD – CANTEEN BUILDING AT MASULIPATINAM and has caused drawings, bill of quantities, and a specification describing the work to be done.

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

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

NOW IT IS HEREBY AGREED AS FOLLOWS:

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

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

The term "The Architects" in the said conditions shall mean M/s.Pithavadian and Partners, 10, Murugappa Road, Kotturpuram, Chennai - 600 085 or in the event of their ceasing to be Architects for the purposes of this Contract, such other person as shall be nominated for that purpose by the SBI, not being a person to whom the Contractor shall object for reasons considered to be sufficient by the SBI mentioned in the said conditions. The consultant so appointed subsequently shall be entitled to disregard or overrule any previous decision or approval or direction given or expressed by the Architects for the time being.

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

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

The SBI on his own through the consultants / Architects, reserves to himself the right of altering the drawings and nature of work or adding or omitting any items of work or having

portions of the same carried out without prejudice to this contract.

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

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

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

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

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

This agreement and Contract shall be deemed to have been made in Hyderabad and any questions or dispute arising out or in any way connected with this Agreement and Contract shall be deemed to have arisen, in Hyderabad and only the court in Hyderabad have jurisdiction to determine the same.

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

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

partners. In case of retirement / death, the surviving or remaining partners of the firm shall be jointly and severally liable for the due and satisfactory performance of the terms and conditions of the agreement.

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

All the debris lying at site shall be properly stocked and disposed off from time to time out of

the municipal limit as per statutory rules in force. Tarpaulin with scaffolding shall be erected while carrying out the Work to avoid nuisance to working staff, spoiling of Bank's Property and any other tenderers materials etc. wherever so required.

SCHEDULE

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

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

Signed by the Said SBI:

..... In the Presence of Witnesses:
Name: Name:
Occupation: Occupation:.....
Address: Address:.....

Signed by the Said Contractor (s):

..... In the Presence of Witnesses:
Name: Name:
Occupation: Occupation:.....
Address: Address:

PART – D
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 a LHO Amaravathi at Hyderabad and includes the client’s representatives, successors and assigns.

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

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

The expression ‘works’ or ‘work’ shall mean the permanent or temporary work described in the ‘Scope of Work’ and/or to be executed in accordance with the contract and includes materials, apparatus, equipment, temporary supports, fittings and things of all kinds to be provided, the obligations of the contractor hereunder and work to be done by the contractor under the contract.

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 architect/consultant “Month” means calendar month.

1.1.7 “Week” means seven consecutive days.

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

CLAUSE

2.0 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 in the form of Demand draft or bankers cheque drawn in favour of 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 revokes his tender at any time during the period when he is required to keep his tender open acceptance by the SBI or after it is accepted by the SBI the contractor fails to enter into a formal agreement or fails to pay the initial security deposit as stipulated or fails to commence the work within the stipulated time.
- b) **Initial Security Deposit (ISD):** The amount of ISD shall be 2% of accepted value of tender including the EMD. Balance of ISD (i.e. excluding EMD) is to be submitted in the form of D/D drawn on any scheduled Bank and shall be deposited within 7 days from the date of letter of acceptance of tender.
- c) **Retention Money :** Besides the ISD as deposited by the contractor in the above said manner the retention money shall be deducted from the running account bill at the rate of 10% of the gross value of work done by the contractor and claimed in each bill provided the total security deposit i.e. the ISD plus Retention Money shall both together not exceed 3% of the contract value. 50% of the total security deposit shall be refunded to the contractor without any interest on issue of Virtual Completion certificate by the Architect/consultant. The balance 50% of the total security deposit shall be refunded to the contractors without interest within fifteen days after the end of defects liability period provided the contractor has satisfactorily attended to all defects in accordance with the conditions of contract including site clearance.

3.0 Language Errors, Omissions and Discrepancies

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

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

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, details directions and explanations which are hereafter collectively referred to as Architect's/Consultant's instructions in regard to : the variation or modification of the design, quality or quantity of work or the addition or omission or substitution of any work, any discrepancy in the drawings or between the BOQ and/or drawings and/or specifications, the removal from the site of any material brought thereon by the contractor and the substitution of any other materials thereof, the demolition, removal and/or re-execution of any work executed by him, the dismissal from the work of any person employed/engaged thereupon.

5 (i) Letter of Acceptance

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

5 (ii) Contract Agreement

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

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

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

Copies of Agreement

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

8.0 Liquidated Damages

If the contractor fails to maintain the required progress to complete the work and clear the site including vacating their office on or before the contracted or extended date or completion without justification in support of the cause of delay, he may be called upon without prejudice to any other right of remedy available under the law to the SBI on account of such breach to pay a liquidated damages at the rate of 0.5% of the contract value per week subject to a maximum of 5% of the contract value.

9.0 Materials, Appliances and Employees

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

10.0 Permits, Laws and Regulations

Permits and licences required for the execution of the work shall be obtained by the contractor at his own expenses.

The contractor shall give notices and comply with the regulations, laws, and ordinances rules, applicable to the contractor. If the contractor observes any discrepancy between the drawings and specifications, he shall promptly notify the SBI in writing under intimation of the Architect/Consultant. If the contractor performs any act which is against the law, rules and regulations he shall meet all the costs arising there from and shall indemnify the SBI any legal actions arising there from.

11.0 Setting out Work

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

12.0 Protection of works and property

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

He shall take adequate care and steps for protection of the adjacent properties. The contractor shall take all precautions for safety and protection of his employees on the works and shall comply with all applicable provisions of Government and local bodies' safety laws and building codes to prevent accidents, or injuries to persons or property of about or adjacent to his place of work. The contractor shall take insurance covers as per clause 24.0 at his own cost. The policy may be taken in joint names of the contractors and the SBI and the original policy may be lodged with the SBI.

13.0 Inspection of Work

The SBI/Architect/Consultant or their representatives shall at all reasonable time have free access to the work site and/or to the workshop, factories or other places where materials are lying or from where they are obtained and the contractor shall give every facility to the SBI, Architect/Consultant and their representatives necessary for inspection and examination and

test of the materials and workmanship. No person unless authorized by the SBI/Architect/Consultant except the representative of Public authorities shall be allowed on the work at any time. The proposed work either during its construction stage or its completion can also be inspected by the Chief Technical Examiner's organization a wing of Central Vigilance Commission.

14.0 Assignment and subletting

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

15.0 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 Architect/Consultant instructions and shall be subject from time to time to such tests as the architect/consultant may direct at the place of manufacture or fabrication or on the site or an approved testing laboratory. The contractor shall provide such assistance, instruments, machinery, labour and materials

(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 samples/literature meet with the requirement of tender specification. Only when the samples are approved in writing by the architect/consultant the contractor shall proceed with the procurement and installation of the particular material/equipment. The approved samples shall be signed by the Architect/Consultant for identification and shall be kept on record at site office until the completion of the work for inspection/comparison at any time. The Architect/Consultant shall take reasonable time to approve the sample. Any delay that might occur in approving the samples for reasons of its not meeting the specifications or other discrepancies inadequacy in furnishing samples of best qualities from various manufacturers and such other aspects causing delay on the approval of the materials/equipments etc shall be to the account of the contractor.

(iii) Cost of tests

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

(iv) Cost of test not provided for

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

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

laboratory, then the cost of such test shall be borne by the contractor.

16.0 Obtaining Information related to execution of work

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

17.0 Contractor's superintendence

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

18.0 Quantities

i)The bill of quantities (BOQ) unless or otherwise stated shall be deemed to have been prepared in accordance with the Indian Standard Method of Measurements

The rate quoted shall remain valid for variation of quantity against individual item to any extent subject to maximum variation of the contract value by 25%. The entire amount paid under Clause 20 hereof as well as amounts of prime cost and provisional sums, if any, shall be excluded.

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.

19.0 Works to be measured

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

20.0 Variations:

No alteration, omission or variation ordered in writing by the Architect/Consultant shall vitiate the contract.

In case the SBI/Architect/Consultant thinks proper at any time during the progress of works to make any alteration in, or additions to or omission from the works or any alteration in the kind or quality of the materials to be used therein, the Architect/Consultant shall give notice thereof in writing to the contractor or shall confirm in writing within seven days of giving such

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

21.0 Valuation of Variations

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

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

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

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

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

d)Where extra work cannot be properly measured or valued the contractor shall be allowed day work prices at the net rates stated in the tender of the BOQ or, if not, so stated then in accordance with the local day work rates and wages for the district; provided that in either case, vouchers specifying the daily time (and if required by the Architect/Consultant) the workman's name and materials employed be delivered for verifications to the Architect/Consultant at or before the end of the week following that in which the work has been executed.

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

22.0 Final Measurement

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

23.0 Virtual Completion Certificate (VCC)

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

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

Upon the satisfactory fulfilment by the contractor as stated above, the contractor shall be entitled to apply to the Architect/Consultant for the certificate. If 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 contractor's liabilities under the contract including the contractor's liability for defects liability period nor shall the issuance of VCC in respect of the works or work at any site be construed as a waiver of any right or claim of the SBI against the contractor in respect of works or work at the site and in respect of which the VCC has been issued.

24.0 Work by other agencies

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

25.0 Insurance of Works

25.1 Without limiting his obligations and responsibilities under the contract the contractor shall insure in the joint names of the SBI and the contractor against all loss 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 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.

25.2 Damage to persons and property

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

a)The permanent use or occupation of land by or any part thereof.

b)The right of SBI to execute the works or any part thereof, on, over, under, in or through any lands.

c)Injuries or damages to persons or properties which are unavoidable result of the execution or maintenance of the works in accordance with the contract.

d)Injuries or damage to persons or property resulting from any act or neglect of the SBI, their agents, employees or other contractors not being employed by the contractor or in respect of any claims, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto or where the injury or damage was contributed to by the contractor, his servants or agents such part of the compensation as may be just and equitable having regard to the extent of the responsibility of the SBI, their employees, or agents or other employees, or agents or other contractors for the damage or injury.

25.3 Contractor to indemnify SBI

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

25.4 Contractor's superintendence

The contractor shall fully indemnify and keep indemnified the SBI against any action, claim, or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claim made under or action brought against SBI in respect of such matters as aforesaid the contractor shall be immediately

notified thereof and the contractor shall be at liberty, at his own expenses to settle any dispute or to conduct any litigation that may arise there from, provided that the contractor shall not be liable to indemnify the SBI if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Architect/Consultant in this behalf.

25.5 Third Party Insurance

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

25.5.2 Minimum Amount of Third Party Insurance

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

25.6 The minimum insurance cover for physical property, injury, and death is Rs.5.0 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.

25.7 Accident or Injury to Workmen

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

25.7.2 Insurance against accidents etc to workmen

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

25.7.3 Remedy on Contractor's failure to insure

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

so paid by the SBI as aforesaid and also deduct 15% of contract value from any amount due or which may become due to the contractor, or recover the same as debt from the contractor.

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

26.0 Commencement of Works

The date of commencement of the work will be reckoned as the recorded date of handing over site by the SBI or 15 days from the date of issue of Letter of Acceptance of Bank, whichever is later.

27.0 Time for completion

Time is the essence of the contract and shall be strictly observed by the contractor. The entire work shall be completed within a period of 150 days 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.

28.0 Extension of Time

If, in the opinion of the Architect/Consultant, the work be delayed for reasons beyond the control of the contractor, the Architect/Consultant may submit a recommendation to the SBI to grant a fair and reasonable extension of time for completion of work as per the terms of contract. If the contractor needs an extension of time for the completion of work or if the completion of work is likely to be delayed for any reasons beyond the due date of completion as stipulated in the contract, the contractor shall apply to the SBI through the Architect/Consultant in writing at least 30 days before the expiry of the scheduled time and while applying for extension of time he shall furnish the reasons in detail and his justification if any, for the delays. The architect/consultant shall submit their recommendations to the SBI in the prescribed format for granting extension of time. While granting extension of time the contractor shall be informed the period extended time which will qualify for levy of liquidated damages. For the balance period in excess of original stipulated period and duly sanctioned extension of time by the SBI the provision of liquidated damages as stated under clause 9 of GCC shall become applicable. Further contract shall remain in force even for the period beyond the due date of completion irrespective whether the extension is granted or not.

29.0 Rate of progress

Whole of the materials, plant and labour to be provided by the contractor and the mode, manner and speed of execution and maintenance of the works are to be of a kind and conducted in a manner to the satisfaction of the Architect/Consultant. Should the rate of

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

30.0 Work during nights and holidays

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

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

31.0 No compensation for restrictions of work

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

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

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

32.0 Suspension of work

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

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

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

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

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

33.0 Action when the whole security deposit is forfeited

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

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

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

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

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

34.0 Owner's Right to Terminate the Contract

If the contractor being an individual or a firm commit any 'Act of Insolvency' or shall be adjusted an insolvent or being an incorporated company shall have an order for compulsory winding up voluntarily or subject to the supervision of Government and of the Official Assignee of the liquidator in such acts of insolvency or winding up shall be unable within seven days after notice to him to do so, to show to the reasonable satisfaction of the Architect/Consultant that he is able to carry out and fulfil 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 of the SBI's or Architect's/Consultant's instructions to the contrary subject any part of the contract. Then and in any of said cases the SBI and or the Architect/Consultant, may not withstanding any previous waiver, after giving seven days notice in writing to the contractor, determine the contract, but without thereby affecting the powers of the SBI or the Architect/Consultant or the obligation and liabilities of the contractor the whole of which shall continue in force as fully as if the contract had not been so determined and as if the works subsequently had been executed by or on behalf of the contractor. And, further the SBI through the Architect/Consultant, their agents or employees may enter upon and take possession of the work and all plants, tools, scaffoldings, materials, sheds, machineries lying upon the premises or on the adjoining lands or roads, use the same by means of their own employees or workmen in carrying on and completing the work or by engaging any other contractors or persons to complete the work and the contractor shall not in any was interrupt or do any act, matter or thing to prevent or hinder such other contractor or other persons employed for completing and finishing or using the materials and plant for the works.

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

the act of the SBI incidental to the sale of the materials etc.

35.0 Certificate of Payment

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

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

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

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

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

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

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

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

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

36.0 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, instructions, orders or these conditions or otherwise concerning the work or the execution or failure to execute the same, whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter :

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

any way liable in respect of any claim by the contractor unless notice of such claim shall have been given by the contractor to the Assistant General Manager (Premises & Estate) in the manner and within the time as aforesaid. The contractor shall be deemed to have waived and extinguished all his rights in respect of any claim not notified to the Assistant General Manager (Premises & Estate) in writing in the manner and within the time aforesaid.

ii) The Assistant General Manager (Premises & Estate) shall give his decision in writing on the claims notified by the contractor. The contractor may within 30 days of the receipt of the decision of the Assistant General Manager (Premises & Estate) submit his claims for conciliation along with all details and copies of correspondence exchanged between him and the Assistant General Manager (Premises & Estate)

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 and waived.

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

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

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

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

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

It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any of the arbitrator) shall be in the discretion of the arbitrator who may direct to any

by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

37.0 Treasure Trove etc.

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

38.0 Method of Measurement

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

39.0 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 hindrance to work
- ii) Register for running account bill
- iii) Register for labour

40.0 Force Majeure

43.1 Neither contractor not SBI shall be considered in default in performance of their obligations if such performance is prevented or delayed by events such as war, hostilities revolution, riots, civil commotion, strikes, lockout, conflagrations, epidemics, accidents, fire, storms, floods, droughts, earthquakes or ordinances or any act of god or for any other cause beyond the reasonable control of the party affected or prevented or delayed. However a notice is required to be given within 30 days from the happening of the event with complete details, to the other party to the contract, if it is not possible to serve a notice, within the shortest possible period without delay.

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

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

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

41.0 Local Laws, Acts, Regulations

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

- i) Minimum Wages Act, 1948 (Amended)
- ii) Payment of Wages Act 1936 (Amended)
- iii) Workmen's Compensation Act 1923 (Amended)
- iv) Contract Labour Regulation and Abolition Act 1970 and Central Rules 1971 (Amended)
- v) Apprentices 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.

The Contract shall be interpreted in accordance with the laws of the Union of India and shall be subject to the exclusive jurisdiction of courts at Hyderabad.

42.0 SAFETY CODE:

Safety as per industrial practise and statutory authorities requirements and instructions of the consultant to be complied.

43.0 Accidents

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

44.0 Photographs of works carried out

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

45.0 Technical Audit Clause

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

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

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

46.0. Deletion of items from Bills of Quantities

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

47.0 Non-Availability of Specified Materials / Items

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

48.0 Address for Service

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

I. Address of Employer :
THE ASSISTANT GENERAL MANAGER,
STATE BANK OF INDIA
PREMISES&ESTATE DEPARTMENT
AMARAVATI LOCAL HEAD OFFICE, GUNFOUNDRY, HYDERABAD - 500 001

II. Address for the Contractors :

TECHNICAL SPECIFICATIONS

CEMENT:

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

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

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

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

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

CONDITIONS FOR CEMENT:-

Supply of cement shall be taken in 50 kg. bags bearing manufacturer's name and 1SI marking, along with manufacturers test certificate for each lot. Samples of cement arranged by the Contractor shall be taken by the Architect and got tested in accordance with provisions of relevant BIS Codes. In case test results indicate that the cement arranged by the Contractor does not conform to the relevant BIS Codes, the same shall stand rejected and shall be removed from the site by the Contractor at his own cost within a week's time of written order from the Architect to do so.

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

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

CONDITIONS FOR STEEL:

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

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

BRICK WORK

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

Percentage Passing by weight	IS Sieve	
	Un reinforced masonry	Reinforced
4.75mm	100	100
2.36mm	90-100	90-100
1.18mm	70-100	70-100
600 micron	40-100	40-100
300 micron	5-70	5-70
150 micron	0-75	0-10

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

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

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

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

Bond: All brick works shall be built in English bond, unless otherwise indicated. Half brick walls shall be built in stretcher bond. Header bond shall be used for walls curve on plan for better alignment, header bond shall also be used in foundation, stretchers may be used

when the thickness of wall renders use of header impracticable. Where the thickness of footings is uniform or a number of courses, the top course of the footings shall be of headers. Brick courses at DPC level and at all slab levels below the bearings of slab shall be as bricks on edges.

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

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

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

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

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

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

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

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

70mm Thick Brick Work

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

JOINERY WORKS

General

The type of shutters for doors, windows, ventilators etc. viz. paneled glazed wire gauzed and flush shall be

as indicated and detailed in the drawing/specifications.

TIMBER:

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

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

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

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

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

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

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

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

shall be rounded.

Door and windows shutters shall be provided as per details shown on the drawings. The bottom of door shutters shall be 5mm above the finished floor level.

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

Unplasticized Rain Water Pipes:

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

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

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

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

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

INTERIOR PLASTIC EMULSION AND FINISHING (PAINTING)

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

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

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

Emulsion shall be carried out in three coats.

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

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

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

WALL PUTTY: BIRLA PUTTY APPLICATION

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

Moisten the walls with sufficient quantity of water.

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

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

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

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

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

EXTERIOR PAINTING

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

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

synthetic enamel paint shall be as approved by Employer/ Architect.

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

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

- INTERNAL PLUMBING WORK

(INTERNAL WATER SUPPLY, PLUMBING, INTERNAL DRAINAGE) GENERAL

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

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

GI pipe or CPVC pipes with fittings and valves for cold and hot water supply.

Sanitary fixtures, CP fittings and accessories.

Soil, waste, vent, rain water pipes and fittings.

Overhead water tank at Terrace with supports.

Internal Drainage including gully traps.

The entire work shall be carried out by licensed plumbers.

Water Supply

Scope of internal water supply will include the following :-

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

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

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

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

MATERIALS

All CPVC pipes shall be ISI marked of approved makes.

All CPVC fittings shall be ISI marked.

Valve shall be heavy Gun metal full way confirming to IS-778-1971 class I and ISI marked.

LAYING, FIXING AND FITTINGS OF CPVC PIPES

All CPVC pipes below ground shall be laid in trenches and shall have minimum cover of 600mm.

The runs of the pipes shall be straight and pipes shall not run diagonally. Proper bends, elbows, tees at turnings/corners shall be used.

All CPVC pipes with necessary fittings wherever they are laid on internal faces of the walls shall be concealed in chase. On external faces they will be laid on walls fixed with G.I. clamps or on M.S. angle iron brackets as shown in drawings/specifications.

In the concealed portion of plumbing no joints shall be provided in the pipe lines except in the fittings i.e., bends, elbows, tees and nipples where required.

All CPVC pipes for water supply (Hot or cold) within toilets and kitchen shall be laid in walls only.

For each block the size of down comers, branch pipes from the ring (at terrace) from over head tank and branch pipes from down comers shall be of sizes as shown on drawing/specifications.

CPVC Pipes and fittings shall be jointed with CPVC solvent cement. All pipes shall be fixed in accordance with layout shown on the drawings/specifications. Care shall be taken to avoid air pockets. CPVC pipes inside toilets shall be fixed in wall chases at least 30cm above the floor.

CPVC pipes in shafts and other locations shall be supported by GI clamps of design as indicated in the Typical detail. Pipes in wall chases shall be anchored by iron hooks.

Unions: Contractor shall provide adequate number of unions on all pipes to enable dismantling later. Unions shall be provided near each gun metal valve, stop cock, or check valve and on straight runs as necessary at appropriate locations as per direction of Architect/Bank.

Puddle Flanges: Puddle flanges shall be provided to all connection i.e. inlet overflow and scour of the over head tank wherever required.

Pipe Protection : All pipes in chase or under floors or below ground shall be protected against damages.

Vent pipes : Each down take pipe shall be provided with a vent pipe. The height of the vent pipe shall be 150mm above the top of the water tank.

Testing of CPVC pipes

All pipe lines shall be tested hydraulically to pressure of 7Kg./Sq.cm. for a minimum period of 24 hours for leakage.

The pipe line in chase of under floors/ground shall be covered up only after the testing is carried out satisfactorily and passed by the Architect/Bank.

The instrument, equipment and water for testing shall be arranged by the contractor without extra charges. (i.e. Hydraulic testing machine with pressure gauge).

A test register shall be maintained by the contractor and all entries shall be signed and dated by the Contractor and Architect/Bank.

Insulation

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

Approval of layout of pipes and position of fixtures at site

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

Sanitary Fixture and CP Fittings and Accessories

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

These shall be from one of the following manufactures:-

Hindustan Sanitary Ware
Parry Ware iii)Hydrobath

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

Kitchen sink and draining Board:

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

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

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

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

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

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

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

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

PART – G
LIST OF MAKES

Sl no	Names of materials	Approved Makes
1.	Cement – 53 Grade for concrete other plastering 43 grade	Ramco, Ultra Tech, Dalmia, Coramandal, Chettinadu, CCI,ACC, Zuari , Birla
2.	Steel Reinforcement – Fe550	TATA, SAIL, Vizag, TISCO
3.	Vitrified Flooring (1 st Quality)	Nitco, Kajaria, Somany, RAK, Johnson,
4.	Tile adhesive	Ramco, Bal Endura, Weber
5.	Ceramic (1 st Quality)	Nitco, Kajaria, Somany, RAK
6.	Wall Tiles (1 st Quality)	Nitco, Kajaria, Somany, RAK
7.	Sanitary Fixtures	Hindware, Parryware, Cera
8.	Sanitary Fittings (ISI Make)	Hindware, Cera, Kohler or equivalent
9.	Soil waste, Water line & Rainwater pipes	Supreme / Prince / Ashirvad or equivalent
10.	Water proofing Component	Fosroc, cera – chem, Dr.Fixit
11.	Aluminium joineries	Jindal, Saint Gobain, HINDALCO, GALCo, MAAN
12.	UPVC Window, Ventilator	Fenesta, NCL, or equivalent
13.	Glass	Saint Gobain, Modi or equivalent
14.	Plastic Emulsion, Oil bound Distemper, Synthetic enamel paint	Asian, Berger, ICI, Nerolac
15.	Cement Paint	Supercem, Snowcem
16.	Exterior Emulsion	Asian, Nerolac, Berger,
17.	Water supply pipes	For Internal Cold water works Ashirvad / Astral flow guard / Supreme / finolex or equivalent make SDR - 13.5 - CPVC pipe with CPVC brass thread fittings or equivalent For internal Hot water works Ashirvad / Astral flow guard / Supreme / finolex or equivalent make SDR - 11 - CPVC pipe with CPVC brass thread fittings or equivalent
18.	Soil waste & Vent pipe	Supreme / Prince / Ashirvad or equivalent
19.	Construction Repair chemicals	Fosroc, Cera-chem, Dr.Fixit, Bostik or equivalent
20.	Anti-termite liquid	FMC durmat TC, Bayer Agenda 25EC, Chlorpyrifos
21.	PUF Panel	Alfa PEB Limited, Metecno India, Pioneer coldstore @ cladding or equivalent
22.	Paver block	ANJAR DESIGNER TILES - Paver Blocks, kg concrete paver block or equivalent
23.	PVC tank	3layer anti fungal Sintex, Supreme, Sunplast

List of Materials for furnishing works

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

NOTE:

- a) The contractors shall use only the specified materials as mentioned above and shall submit the list along with the drawings before starting the work at site.
- b) All the materials shall be as per the latest IS standards.
- c) In case of non-availability of any material, approval of the Bank's Engineer must be obtained before using any other material and the approval is subject to adjustment of the cost of the material.
- d) Before placing order, the contractor must submit a letter from OEMs stating the specifications of the materials to be used for the project.
- e) Before placing order, the contractor must submit the sample & test certificates of the materials to be used and obtain prior approval from the Bank.