

TENDER ID	SBI/AHM/GAO-3/20240201
DATE	28.02.2024



STATE BANK OF INDIA

INVITES E-TENDER

FOR

**PROPOSED CIVIL WORK OF SBI SIDHPUR BRANCH, SIDHPUR**

FROM

**SBI AHMEDABAD CIRCLE EMPANELLED CIVIL CONTRACTORS UNDER THE  
CATEGORY OF WORKS UP TO 5.00 LAKHS & ABOVE AS PER THE LIST ENCLOSED**

THE LAST DATE OF SUBMISSION OF TECHNICAL BID: -19.03.2024 UP TO 3.00 PM  
NO PHYSICAL SUBMISSION OF DOCUMENTS REQUIRED EXCEPT PROCESS COMPLIANCE FORM.

**PART – A: TECHNICAL BID**

**TENDER SUBMITTED BY:**

NAME : \_\_\_\_\_

ADDRESS : \_\_\_\_\_

\_\_\_\_\_

DATE : \_\_\_\_\_

Architect:

M/s Virat V. Thakore

Architects, Urban Designers & Valuers,

'Sheel', 98/1, Samasta Society,

Narayannagar Road,

Paldi, Ahmedabad- 380 007.

M. No : 98250 12645. E-mail: viratvthakore@gmail.com

## NOTICE INVITING TENDERS

SBI,through its Architect **M/s. Virat V. Thakore, Ahmedabad**, invites "Online e-tender in two bid system" from the Bank's Empanelled Civil Contractors of Ahmedabad Circle for CIVIL work OF SBI SIDHPUR branch, Sidhpur.

The details of tender are as under:

Sr.No.	Description	
1.	Name of work	PROPOSED CIVIL WORKS OF SBI SIDHPUR Branch, SIDHPUR.
2.	Estimated cost of work	Rs. 2,68,171,50
3.	Time allowed for completion	25 days from date of acceptance of work order
4.	Tender Fees	Rs. Nil
5.	Earnest Money Deposit	Rs. 2,600.00 by means of Demand Draft / Pay Order (Valid for a period of 90 Days from the last date of submission of the tender) from any scheduled Nationalized Bank drawn in favour of State Bank of India, payable at Palanpur. [Those registered with MSME UDHYAM need not submit EMD. Valid MSME UDHYAM certificate shall be uploaded]
6.	Initial Security Deposit	2% of contract value including EMD (Non interest bearing ISD to be submitted by contractor in the form of DD/BC in favour of "State Bank of India" Payable at Palanpur"
7.	Total Security Deposit	5% of the final bill amount
8.	Start and end date for downloading of tender documents from Bank's website	<b>28.02.2024 to 19.03.2024</b> at <a href="http://www.sbi.co.in">www.sbi.co.in</a> under <Link><SBI in the news >procurement news.
9.	Last date & time for submission of online Technical bid /EMD and Sealed Indicative Price Bid	<b>19.03.2024 by 3.00 PM</b>
10.	Address at which EMD & Process compliance form has to be submitted	Asst. General Manager - RBO-III, State Bank Of India, Aabu Highway Road, Palanpur.
11.	Date and time of opening of online Technical bid & Sealed Indicative Price bid at SBI address mentioned at Sr. No.10	<b>19.03.2024 at 3:30 PM</b>
12.	Agency for arranging online Bidding (Technical bid and Final price bid)	M/s. Antares Systems Limited, Bangalore, Contact No 91 80 40482000; 91-80-40482114  CELL :91 -9674758719, 9674758720
13.	Date & time for e reverse auction	<del>Date &amp; time for e reverse auction will be informed to the qualified contractor separately.</del>

14.	Liquidated Damages	0.50% of contract amount per week subject to max. 5% of contract value or final bill value.
15.	Rates	<p>Rates quoted shall be inclusive of all existing &amp; future (including variation) taxes, duties, levies, royalties, transportation, other incidental charges, WCT etc. PVA &amp; PVA Clause shall not be applicable.</p> <p><u>Note: GST will be paid Extra as per Applicable norms.</u></p> <p>If any tenderer puts any condition/anything/any taxes extra over and above their quoted rates the tender shall be summarily rejected.</p>
16.	Defects Liability Period	12 Months from the date of Virtual Completion
17.	Validity of offer	90 days from the date of opening of Price-bid
18.	Value of Interim Certificate	<p>No advance on materials / plant / machinery or mobilization advance shall be paid under any circumstances</p> <p>Only full and final payment shall be made after satisfactory completion of work</p>
19.	Insurance	The contractor shall obtain all necessary insurance policies as per the governing laws applicable at the centre & shall require to produce the original policy of Insurance & receipt of the premium as applicable in the matter to the Architect/Bank.
20.	Water and Electricity	<p>If contractor is permitted to use SBI source of water &amp; electricity, the SBI will recover @ 0.5% of contract amount from the final bill of contractor. However further distribution &amp; extension &amp; light fixtures etc. With required MCB switches, switch boards, lamp, tube etc. shall be arranged by the contractor at their own cost within the accepted tender amount. <u>Bank will recover 0.5% of the final bill amount towards consumption of water &amp; electricity.</u></p>
21	Tenders can be downloaded from the bank's website <a href="http://www.sbi.co.in">www.sbi.co.in</a> (link) <SBI In the news<Procurement News>. It shall be responsibility of the contractor to timely submit the technical and financial bid. SBI, in no case shall be responsible for site issues/ delay in tender submission.	
22	The contractor shall read and understand each page of the tender document thereby ensuring the number and sequence of all pages.	
23	No conditions other than mentioned in the tender will be considered, and if given they will have to be withdrawn before submission of final quote, else their bid will be rejected.	
24	SBI reserve their rights to accept or reject any or all the tenders, either in whole or in part without assigning any reason(s) for doing so and no claim / correspondence shall be entertained in this regard.	
25	Tenders received without EMD and Process Compliance Form shall be summarily rejected and such tenders shall not be allowed to participate in the Price bid process/ rejected/ not considered.	
26	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.	
27	SBI has the right to accept / reject any / all tenders without assigning any reasons and no correspondence shall be entertained in this regard.	

28	The Bank will place order as per its requirement and quoting minimum rate for any category does not provide any guarantee for receiving order for that item by the firm who quotes lowest rates.
29	Bank reserves right to cancel any / all tenders at any stage without assigning any reasons.
30	The Bank reserves the right to accept the tender in full or in part and the tenderer shall have no claim for revision of rates or other condition if his tender is accepted in parts.
31	In case the date of online tendering is declared as a holiday, the online tendering will be conducted on the next working day at the same time.
32	SBI reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever. For any clarification regarding E-Tendering procedure, System requirements etc please contact M/s. Antares Systems Limited, Bangalore, whose address is mentioned in the NIT.
33	It is vendor's/supplier's responsibility to be well prepared and get ready with E-Tendering procedures & well equipped with all requirements. SBI will not take any responsibility of delay in submission due to EMD, slow internet connectivity, system failures etc.
34	ONLY FINAL PAYMENT WILL BE MADE
36	It is a running / working branch.

Yours Faithfully,

Asst. General Manager – RBO-III,  
State Bank of India,  
Aabu Highway Road,  
Palanpur.

**LIST OF EMPANELED CIVIL CONTRACTORS UPTO 5.—LAKHS**

SR. NO.	NAME AND ADDRESS	CONTACT DETAILS
1.	M/s Prakash Furniture 4, Laxmi Estate, B/h Navneet Press, Uttam Dairy Road, Sukhramnagar, Rakhial, Ahmedabad - 380023 (9824021498)	079-22741554 / *9824021498 <a href="mailto:prashshfurn@gmail.com">prashshfurn@gmail.com</a> <a href="mailto:prakashfurniture2013@gmail.com">prakashfurniture2013@gmail.com</a>

**LIST OF EMPANELED CIVIL CONTRACTORS UPTO 10.0.-- LAKHS**

SR. NO.	NAME AND ADDRESS	CONTACT DETAILS
1.	M/s Nilesh V. Joshi MaaDurga, 11-Shivaji Park, Raiya Road, Rajkot (9106209270)	9106209270 / 8401202575 <a href="mailto:Nil0007@yahoo.com">Nil0007@yahoo.com</a>
2.	Harshad Furniture Mart Sardar Bazar, Moti Tanki Chowk, Opp. Vedant (ratlam – 2) Hospital, Jigar Pan Street, Rajkot – 360001	9898198877 / 9979744997 <a href="mailto:Harshad_furniture@yahoo.com">Harshad_furniture@yahoo.com</a>
3	Deepani Builders E/60, Ayojan Nagar, Near Syreyas Crossing, Paldi, Ahmedabad 380007	9426526627 / 7383239463 <a href="mailto:Biren39deepani@yahoo.com">Biren39deepani@yahoo.com</a>
4.	M/s Jay Engineers F/5, Mansi Appartment, B/h Galaxy Cinema, Naroda, Ahmedabad 382330 (9426852617	*9426852617 <a href="mailto:Jatinshah437@yahoo.com">Jatinshah437@yahoo.com</a> <a href="mailto:kumudrathod@yahoo.com">kumudrathod@yahoo.com</a>
5.	Hitendra Plumbers 404, Panch Stock Residency, B/H. Satyamev Hospital, Sneh Plaza Road, New chandkheda, Ahmedabad 382424	942656253*9/**92652***90057 <a href="mailto:Hitendrap696@gmail.com">Hitendrap696@gmail.com</a>
6.	Pay & Services 309, Sadguru Arcade, Dhebar Road, One way, Rajkot, 360003	9825075667/81601*97253 <a href="mailto:Payandservice72@gmail.com">Payandservice72@gmail.com</a>
7.	Raj Corporation G/4, Goldenn Triangle building, Near Sardar Patel Stadium petrol pump, Navrangpura, Ahmedabad	*9825053415/7*984631*986 <a href="mailto:Rajcorporation53@gmail.com">Rajcorporation53@gmail.com</a>
8.	S. R. Enterprise 128, Sarvodday Co. Op. Housing society, Ramvadi, Isanpur, Ahmedabad	98246*9046/9601253762 <a href="mailto:Srenterprises365@gmail.com">Srenterprises365@gmail.com</a>
*9.	Surender furniture J-201, sanganiplatinum, opp., Satva – 2, B/s. Shrinath Residency Narol, Ahmedabad - 382405	9824054688/ 8401021565 <a href="mailto:surenderfurniture@gmail.com">surenderfurniture@gmail.com</a>

**LIST OF EMPANELED CIVIL CONTRACTORS UPTO 25.0.-- LAKHS**

SR. NO.	NAME AND ADDRESS	CONTACT DETAILS
1.	AMUL Traders 35, Prashant Park Society. B/h. FatehnagarNr. Dhanvantari Garden, Paldi, Ahmedabad 0 380007	*9825005*970 <a href="mailto:nineshipanchigar@gmail.com">nineshipanchigar@gmail.com</a>
2.	M/s Decora 40, Mahavirnagar Society, Nr. L. J. College, Vastrapur	9825073947) <a href="mailto:Decora1967@gmail.com">Decora1967@gmail.com</a>
3.	Paras Enterprise 2514 Opp. Municipal Lal School, Shahpur, Ahmedabad	*98242167*9*9 <a href="mailto:Parasenterprise_ahd@yahoo.in">Parasenterprise_ahd@yahoo.in</a>

**LIST OF EMPANELED CIVIL CONTRACTORS UPTO 50.0.-- LAKHS**

SR. NO.	NAME AND ADDRESS	CONTACT DETAILS
1.	R. S. Enterprises Head Office – C-74, Patel Nagar, Raisen Road, Bhopal – 462021, Branch office – Bhasen Singh, 236/6 Shiv nagar Colony, Gandhidham, Kutch, Gujarat – 370201	9826961063 <a href="mailto:Reenterprises73@gmail.com">Reenterprises73@gmail.com</a>
2.	Form Mukund Furniture 683/1, Ganesh Temple Road, MotaThakore Vas, Opp. Vankar Vas, B/h. Nirman Nagar, Society, Vatva Gam, Ahmedabad - 382440	908119137 / 9081113137 <a href="mailto:mukundfurniture@gmail.com">mukundfurniture@gmail.com</a>
3.	Devi Krupa Corporation 65, Kanan Residency, B/h. Panchayat Office, Nana Chiloda, Ahmedabad - 382330	9825068135/ <a href="mailto:devikrupac@yahoo.com">devikrupac@yahoo.com</a>
4.	Rajesh R Chandarana Shivshakti Complex, High Court Road, Bhavnagar	9825030671 / 9825198571 <a href="mailto:sawanheli@yahoo.com">sawanheli@yahoo.com</a>
5.	Nageshwar Enterprises GS-8, Anannya Complex, Akshar Chowk, Old PadraRoad, Vadodara – 390020	9825801447 /0265-2359973 <a href="mailto:Upadhyay_shailesh@yahoo.com">Upadhyay_shailesh@yahoo.com</a>
6.	Devi Krupa 26/A, Jivrajpark society, B/h. sahanand Tower, Jivrajpark Cross Road, Vejalpur, Ahmedabad – 380051	9925039223 <a href="mailto:Devikrupa9297@yuahoo.com">Devikrupa9297@yuahoo.com</a>
7.	Vardhan Construction 202, Vanshika Residency, 12m Utkanth Society, Alkapuri club, Alkapuri, Vadodara 390007	7990251062 / 9825533571 <a href="mailto:Vardhan.constrction@yahoo.com">Vardhan.constrction@yahoo.com</a>

**LIST OF EMPANELED CIVIL CONTRACTORS UPTO 100.0-- LAKHS**

SR. NO.	NAME AND ADDRESS	CONTACT DETAILS
1.	M/s Shree Sai Construction E-402, Shikhar-1, Near Abhaynagar Society, Near Arunachal Char Rasta, Subhanpura, Vadodara	9426007886 Shyamprasad.kumble#gmail.com
2.	Aklingsh Construction 203, Regency Building, Ravesia Park, Mordarji Circle, GIDC Vapi 396195	9426801431 aklingshjiconstruction@gmail.com
3.	M/s N. K. Associates 13, Kamla Park Society, main Rander Road, Surat-9	(9824199146) <u>Nk_associates@yahoo.com</u>
4.	Samvit Build Care Pvt. Ltd. 11, New Alkapuri Society, Opp. Gulmore Flats, GulbaiTekra, Ahmedabad - 380015	97244525205 info@samvitgroup.net
5.	Umesh Engineering Works Gala no. A-10, D. M. Singh compound Opp Shraddha Tower, Thakur Complex, Kandivali East Mumbai - 400101	9821098131 <u>umeshengineering@gmail.com</u>
6.	Payl 12/E Shilpalay shopping centre, B/h. Old Anjali cinema, Vasna, Ahmedabad – 380007	9426485544 / 9825077428 <u>Manan.2407@gmail.com</u>
7.	M/s Patel Construction Co., 18/ Sanket Complex, N. H. No.-08, Near Gagan Guest House, Naroda	(9427007484) <u>Patelconstructioncompany99@yahoo.com</u>
8.	M. S. Shah Associates 111 1 <sup>st</sup> . floor, Balaji Arcade, S. V. Road, Kandivali (W) Mumbai – 400067	8976001855 <u>Msshah_1@rediffmail.com</u>
9.	D. G. Construction 2/17, Ashray Apartments, Next to HP petrol pump, Judges Bungalow Road, Bodekdev, Ahmedabad - 380054	9725478888/9888888898581314 <u>Dgconstruction291@yahoo.com</u>
10.	Bhavesh Enterprise Ballaji Shopping Arcade, Shop bno. 115 1 <sup>st</sup> . Floor, S. V. Road, Kandivalli (W) Mumbai – 400067	9892030431 <u>Be1979@rediffmail.com</u>
11.	Y. M. Infra Co. A 104, Rudra Apartment, Nanbhawadi, Nr. Takteshwar Temple, Bhavnagar	9825498095 / 9825300585 yminfraco@yahoo.com
12.	Arhant Décor, 301, Waikiri Apartment, Anand Nagar, Near Vartar School, Vasi (@) Palghar	9326877256 / 9511637029 Nirav_cshah@yahoo.co.in

**LIST OF EMPANELED CIVIL CONTRACTORS UPTO 200.0.-- LAKHS**

SR. NO.	NAME AND ADDRESS	CONTACT DETAILS
1.	Pooranchand Sharma & Sons 1/70, W. H. S. Kirti Nagar, New Delhi – 110015.	9810111055 <a href="mailto:Sds.pcass@gmail.com">Sds.pcass@gmail.com</a>
2.	M/s Tez Corporation A/55, Akruti Society, Ajay Tenaments-5, Vastral Road, Ahmedabad	(9426020113) <a href="mailto:Tez267@gmail.com">Tez267@gmail.com</a>
3.	Milind Construction A/10, Madhav Apartment, B/h. Vasna Bus steop, Opp. Municipal Garden, Vasna, Ahmedabad – 380 007	9898058957 <a href="mailto:Milind.3027@gmail.com">Milind.3027@gmail.com</a>
4.	Shah Associates Opp. LaxmiBhavan, New Station Road, BhujKutchch – 379991	9825228305 <a href="mailto:Shahassociates1@gmail.com">Shahassociates1@gmail.com</a>

**LIST OF EMPANELED CIVIL CONTRACTORS UPTO 500.0.-- LAKHS**

SR. NO.	NAME AND ADDRESS	CONTACT DETAILS
1.	Bhavani Construction Company Shop no. 212, 2 <sup>nd</sup> floor, Ranadeep Complex, Opp. Central Selt, Waghwadi Road, Bhavnagar – 364001.	9427262860 <a href="mailto:Bhavani_const@yahoo.in">Bhavani_const@yahoo.in</a>
2.	Mahendra Realtors & infrastructure Pvt. Ltd. 603, Quantum tower, 6 <sup>th</sup> . Floor, Rambauygh Lane, Next to SBI Malad West Industrial Branch, Mumbai – 400064	022-28828239 / 28807684 <a href="mailto:info@mripl.net">info@mripl.net</a> <a href="mailto:tenders@mripl.net">tenders@mripl.net</a>
3.	Mahenduru Consultants 16, Vindhyachal, Apartments, Inder Enclave New Delhi – 110087	011-25289843, 9818446209 <a href="mailto:mahenduruconsultants@gmail.com">mahenduruconsultants@gmail.com</a>

## FORM TENDER

To,  
Asst. General Manager,  
State Bank Of India,  
Regional Business Office, RBO-III  
Abu Highway Road,  
Palanpur.

Dear Sir,

Having examined the drawings, specification, design and schedule of quantities relating to the works specified in the memorandum hereinafter set out and having visited and examined the site of the works specified in the said memorandum and having acquired the requisite information relating thereto as affecting the tender, I/We hereby offer to execute the works specified in the said memorandum at the rates mentioned in the attached Schedule of Quantities and in accordance in all respects with the specifications, design, drawings and instructions in writing referred to in conditions of tender, the Articles of Agreement, Special Conditions, Schedule of Quantities and Conditions of Contract and with such materials as are provided for by, and in all other respects in accordance with such conditions so far as they may be applicable.

## MEMORANDUM

Description of work	Proposed Interior Civil works of Sidhpur branch, Sidhpur
Earnest Money	Rs. 2,600 (Eleven Thousand Only)by means of Demand Draft / Pay Order (Valid for a period of 90 Days from the last date of submission of the tender) from any scheduled Nationalized Bank drawn in favour of State Bank of India, payable at Palanpur.
Percentage, if any, to be deducted from Bills and total amount to be retained	10 % from Running Bills, subject to maximum Total 5% of contract amount or actual Final Bill value.
Time allowed for completion of the Works from fourteenth day after the date of written order or date of handing over of the site (whichever is later)to commence the work	25 days

I/We have deposited a sum of Rs. 2,600 (Eleven Thousand Only)of the total tender amount as Earnest Money with the State Bank of India which is not to bear any interest. Should I / We fail to execute the Contract when called upon to do so I/ We do hereby agree that this sum shall be forfeited by me/us to SBI.

1) Our Bankers are: i)

ii)

The names of partners of our firm are: i)

ii)

Name of the partner of the firm Authorized to sign

Or

(Name of person having Power of Attorney to sign the Contract.)

(Certified true copy of the Power of Attorney should be attached)

Yours faithfully,

Signature of Contractors.

Signature and addresses of Witnesses i)

ii

**Business rules for E-tendering:**  
**SAMPLE BUISNESS RULE DOCUMENT**

<b>ONLINE E-TENDERING FOR PROPOSED CIVIL WORK FOR SIDHPUR BRANCH</b>
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**Business rules for E-tendering:**

1. Only AHMEDABAD CIRCLE **empanelled CIVILcontractors** under appropriate category who are invited by the project Architect/SBI shall only be eligible to participate.
2. SBI will engage the services of an E-tendering service provider who will provide necessary training and assistance before commencement of online bidding on Internet.
3. In case of e-tendering, SBI will inform the vendor in writing, the details of service provider to enable them to contact and get trained.
4. Business rules like event date, closing and opening time etc. also will be communicated through service provider for compliance.
5. Contractors have to send by email, the compliance form in the prescribed format (provided by service provider), before start of E-tendering. Without this the vendor will not be eligible to participate in the event.
6. E-tendering will be conducted on schedule date & time.
7. **The e-tendering will be treated as closed only when the bidding process gets closed in all respects for the item listed in the tender.**

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

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

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

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

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

1. BIDDING CURRENCY AND UNIT OF MEASUREMENT: Bidding will be conducted in Indian currency & Unit of Measurement will be displayed in Online E-tendering.
2. BID PRICE: The Bidder has to quote the rate as per the Tender Document provided by SBI or their appointed Architects.
3. VALIDITY OF BIDS: The Bid price shall be firm for a period specified in the tender document and shall not be subjected to any change whatsoever.
4. Procedure of E-tendering:

**i. Online E-tendering:**

- (a) The hard copy of the Technical as well as Price Bid is available on the Bank's website during the period specified in the NIT.
- (b) Online e-tendering is open to the empanelled and qualified bidders for participating in the price bidding as provisions mentioned hereinabove through SBI approved Service Provider.
- (c) The Price-Bid shall be made available online by the Service Provider wherein the contractors will be required to fill-in rates
- (d) The Contractors are advised not to wait till the last minute to submit their online item-wise quote in the price bid to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.
- (e) It is mandatory to all the bidders participating in the price bid to quote their rates for each and every item.
- (f) In case, contractor fails to quote their rates for any one or more tender items, their tender shall be treated as **"Incomplete Tender"** and shall be liable for rejection.

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

- 5. **BIDS PLACED BY BIDDER:** Bids will be taken as an offer to execute the work as specified. Bids once made, cannot be cancelled / withdrawn and the Bidder shall be bound to execute the work at the quoted bid price. In case the L1 Bidder backs out or fails to complete the work **as per the rates quoted**, SBI shall have the liberty to take action as deemed necessary including de-paneling such contractors and forfeiting their EMD and imposing heavy penalty to contractor to recover the losses occurred to the Bank.
- 6. At the end of the E-tendering, SBI will decide upon the successful bidder. SBI decision on award of Contract shall be final and binding on all the Bidders.
- 7. SBI shall be at liberty to cancel the E-tendering process/tender at anytime, before ordering, without assigning any reason.
- 8. SBI shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.
- 9. Other terms and conditions shall be as per your techno-commercial offers and other correspondences till date.
- 10. **OTHER TERMS & CONDITIONS:**
  - The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other suppliers/ bidders.
  - The Bidder shall not divulge either his Bids or any other exclusive details of SBI to any other party.
  - SBI decision on award of Contract shall be final and binding on all the Bidders.
  - SBI reserves their rights to extend, reschedule or cancel any E-tendering within its sole discretion.

SBI or its authorized service provider **M/s. Antares Systems Limited, Bangalore**, shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.

SBI or its authorized service provider **M/s. Antares Systems Limited, Bangalore**, is not responsible for any damages, including damages that result from, but are not limited to negligence.

SBI or its authorized service **M/s. Antares Systems Limited, Bangalore**, will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

N.B.

-All the Bidders are required to submit the Process Compliance Statement (Annexure-II) duly signed to **M/s. Antares Systems Limited, Bangalore**,

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

**PROCESS COMPLIANCE STATEMENT (ANNEXURE II)**

*(The bidders are required to print this on their company's letter head and sign, stamp before e-mailing)*

To,

**M/s. Antares Systems Limited, Bangalore,**

#24,3rd Stage, 4th Block, Basveshwaranagar, Bangalore- 560079, India

**E-mail :** [kushal.b@anataressystems.com](mailto:kushal.b@anataressystems.com)

**Contact No.-** 91 - 9674758719, 9674758720

**AGREEMENT TO THE PROCESS RELATED TERMS AND CONDITIONS FOR THE ONLINE E-TENDERING  
FOR PROPOSED CIVIL WORK FOR SIDHPUR BRANCH**

**Dear Sir,**

This has reference to the Terms & Conditions for the E-tendering mentioned in the Tender document

This letter is to confirm that:

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

With regards,

Date:

Signature with company seal Name:

Company / Organization:

Designation within Company / Organization: Address of Company / Organization:

Scan it and send to this Document on -----

**SECTION – 1**  
**INSTRUCTIONSTOTHE TENDERERS**

- 1.0 Scope of Work  
Civil work in SBI SIDHPUR Branch
- 1.1 Site and Its Location:- **SIDHPUR Branch SIDHPUR , Gujarat**  
The proposed work is to be carried out at **Ground** floor at **SIDHPUR Branch**
- 2.0 Tender Documents
- 2.1 Theworkhastobecarriedoutstrictlyaccordingtotheconditionsstipulatedintenderconsistingthefollowing documents and the most work man like manner,
- Instructions to tenderers
  - General Conditions of Contract
  - Special Conditions of Contract
  - Additional ConditionsforElectricalInstallation
  - TechnicalSpecifications
  - Drawings
  - PricedBid
- 2.2 Theabovedocumentsshallbetakenascomplementaryandmutuallyexplanatoryofone anotherbutincaseofambiguitiesordiscrepancies,shalltakeprecedenceintheordergiven below:
- Price Bid
  - Technical Specifications
  - Additional Conditions forElectricalInstallation
  - Special ConditionsofContract
  - General Conditions of Contract
  - Instructions toTenderers
- 2.3 The tender documents are not transferable.
- 3.0 SiteVisit
- 3.1 The tenderer must obtain himself on his own responsibility and his own expenses allinformationand data whichmaybe required forthe purposeoffillingthis tenderdocument and enter into a contract for the satisfactory performance of the work. The tenderer is requested satisfy himself regarding the availability of water,power,transportand communication facilities, the character quality and quantity of the materials, labour,thelaw&ordersituation,climaticconditionslocalauthoritiesrequirement,trafficregulationsetc.
- The tenderer will be fully responsible for considering the financial effect of any or all the factors while submitting his tender.
- 4.0 Earnest Money  
Thetenderers arerequestedtosubmittheEarnestMoneyofRs.intheformofDemandDraftorBanker'sChequein favour ofStateBankofIndiadrawnony Bank inIndia.
- 4.1
- 4.2 EMDinanyotherformotherthanasspecifiedabovewillnotbeaccepted.Tendernotaccompaniedbythe EMD in accordance withclause 4.1aboveshallberejected.
- 4.3 NointerestwillbepaidontheEMD.
- 4.4 EMDofunsuccessfultendererswill berefundedwithin30daysofawardofContract.
- 4.5 EMDofsuccessfultenderer willberetainedas apartofsecurity deposit.
- 5.0 InitialSecurityDeposit

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

## 6.0 Security Deposit

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

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

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

## 7.0 Signing of Contract Documents

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

8.0 Completion Period: The time period allowed for completion of the project shall be 25 days / months from the date of commencement of work or 15 days from the date of issuance of work order, whichever is earlier.

## 9.0 Validity of Tender

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

## 10.0 Liquidated Damages

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

## 11.0 Rates and Prices

### 11.1 In case of item rate tender

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

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

- 11.1.2 The tenderers need not quote their rates for which no quantities have been given. In case the tenderers quote their rates for such items those rates will be ignored and will not be considered during execution.
- 11.1.3 The tenderers should not change the units as specified in the tender. If any unit is changed the tender would be evaluated as per the original unit and the contractor would be paid accordingly.  
  
The tenderer should not change or modify or delete the description of the item. If any discrepancy is observed he should immediately bring to the knowledge of the Architect/Bank.
- 11.1.4 Each page of the BOQ shall be signed by the authorized person and cutting or overwriting shall be duly attested by him.
- 11.1.5 Each page shall be totaled and the grand total shall be given.
- 11.1.6 The rate quoted shall be firm and shall include all costs, allowances, taxes, VAT, levies, etc.

## **GENERAL & IMPORTANT NOTES**

### **1 GENERAL NOTES:**

- Unless otherwise specified in these tender documents mode of measurements specifications etc. shall be as per relevant IS codes.
- (i) Source of materials / samples / brands / makes etc. shall be got approved from the Architects / Bank before using. In case of deviations, decision of the Bank shall be final and binding and shall not be open for arbitration.
  - (iii) The Architects have their specific role / duties / rights as defined in these tender documents. However, in the event of any dispute arising out of differences between the opinions of the Architects and also their role/ duties/rights, the Banks' decision shall be final & binding on the Architects and the Contractor and shall not be open to arbitration.
  - (vi) The Contractor will extend full co-operation, support and all required assistance to Architect /Bank for discharging their duties and responsibilities efficiently and effectively.
  - (vii) **The contractor has to supply and adhere to the specific makes and specifications of all the items, which are mentioned in the separate list of approved makes. Any work found not as per the tender specifications and list of approved the contractor has to replace the same without any delay. The contractor is instructed of get approval of all the materials to be used on this site before starting the work. He should provide different sample of material for approval, before execution of work.**
  - (viii) All quantities indicated in the tender are approximate & are likely to change. The contractor must take actual measurement at site and billing shall be done as per the actual measurement of the work done at site.
  - (ix) Work has to be got executed at site in coordination with various agencies working at site.
  - (x) The contractor is instructed to get the approval of the materials to be used on this site before starting the work. He shall provide different sample of materials for approval before execution of the work
  - (xi) All material has to be used in full size/length only. Joints should be avoided as far as possible.
  - (xii) Any item mentioned in the BOQ with "TO THE SHAPE" will have measurement of onsite executed to the shape area only.
  - (xiii) Making various levels & line out for total layout on site for the items in scope of the work shall be done by the contractor at his own cost.
  - (xiv) MTC (Manufacturer Test certificate) Where ever applicable shall be arranged & submitted by the contractor. Testing of wood for moisture, knot % etc. shall be carried out by the contractor at his own cost.

### **2. IMPORTANT NOTES:**

- (i) **The contractor's qualified & authorized representative shall remain on site during the entire execution process for coordination with various agencies / Architect / Bank & execution of work.**

- (ii) If the assigned work is in running/working Branch, the contractor should have executed the site erection work in odd hours, Holidays and Sundays.
- (iii) The contractor shall prepare all loose Electrical items at his workshop only & deliver the same to the site at appropriate time as instructed by the Architect/BMs/Bank Officials.
- (iv) The site shall be cleaned on day-to-day basis & all debris shall be disposed away at the location beyond the limit as approved by the local authority.
- (v) Hidden measurements: - It is contractor's responsibility to get the measurement checked immediately on completion of such items. This shall be done before finishing the same. The Architect shall be provided with such details well in advance so that the other work is not held up due to last moment action.
- (vi) Before starting the work at site, the contractor shall mark out the plan & levels of the false ceiling, partitions etc. in coordination with other agencies on site.
- vii) The rates quoted shall be inclusive of all taxes, Duties, Octroi, Transportation, Delivery, Installation, Testing, Commissioning etc. complete at the site. No extra will be paid for any kind of taxes. However, the GST will be paid extra as applicable as per actual.
- viii) The entire job shall be executed in total coordination with the other agencies working on the project & also with landlord, Branch Manager and Bank officials etc.
- ix) Architect of the project shall be kept informed about the progress of the work at various stages.
- x) The contractor shall arrange on his own for lighting & plug point with socket & electrical wiring, DB's etc. required during entire execution process. However, supply at point shall be provided by the bank / landlord
- (xi) Any Hidden item MUST be photographed and need to be sent via e- mail or CD to Architect / Bank
- xii) **BILLING PROCESS:**  
The contractor/Architect should take care of the following while submitting the final Bill  
  
**The Final Bill Should Contain: -**
  - a) Abstract in tender BOQ format only.
  - b) Schedules for detailed measurement sheet for all items (in detailed break up).
  - c) Original insurance policies as per tender terms and conditions.
  - d) Completion certificate issued by the concerned Architect.
  - e) Inspection & completion certificates for all types of false ceiling.
  - f) Test report for Toughened Glass.
  - g) Copy of LOA etc.
  - h) All documents shall carry contractor's signature & seal with address. - All documents shall be submitted in 1 + 1 copies.

- i) The contractor shall also provide all measurement sheet in soft copy (in Excel format).
- j) The contractor shall submit the purchase bill copy of major items used in the project.
- k) That extension of time, if any, beyond scheduled date of completion has been granted by the Competent Authority.
- l) Original receipt of purchase of Corian /plywood/ Gypboard and other major materials used in the work from the original manufacturer/authorized dealers/distributors.
- m) If any advances paid during the execution of the work.
- n) Acceptances form the contractor that "Accepted as full and final settlement of all claims"
- o) The total cost of work should be within the sanction amount, If not, revised sanction taken from the Competent Authority to be attached with the Final Bill

**IMPORTANT: ALL DOCUMENTS SHALL BE SUBMITTED AT ONCE (NOT IN PIECEMEAL MANNER) ALONG WITH FULL&FINAL BILL &SHALL BE DULY SIGNED BY PUTTING COMPANY'S ADDRESS SEAL**

## **GENERAL CONDITIONS OF CONTRACT**

### **1.0 Definitions: -**

"Contract means the documents forming the tender and the acceptance thereof and the formal agreement executed between SBI (client) and the contractor, together with the documents referred there in 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.

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

1.0.1 'SBI shall mean SBI having its Office at State Bank of India and includes the client's representatives, successors and assigns.

1.0.2 'Architects/ Consultants' shall mean the Architect who has appointed by the Bank.

1.0.3 'Site Engineer' shall mean an Engineer appointed by the SBI at site as their representative for day-to-day supervision of work and to give instructions to the contractors.

1.0.4 'The Contractor' shall mean the individual or firm or company whether incorporation, undertaking the works and shall include legal personal representative of individual or the composing the firm or company and the permitted assignees of individual or firms of company.

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

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

1.0.6 'Drawings' shall mean the drawings prepared by the Architects and issued by the Engineer and refer red 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 value of the entire work as stipulated in the letter of acceptance of tender subject such additions there to or deductions there from as may be made under the provide herein after contained.

1.0.7 Specifications shall mean the specifications referred to in the tender and modifications thereof as may time to time be furnished or approved by the Architect/Consultant.

1.0.8 "Month" means calendar month.

1.0.9 "Week" means seven consecutive days.

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

1.1.11 "SBI Engineer" shall mean The Civil/Electrical Engineer in-charge of the Project, as nominated by the AGM (P&E) SBI, Ahmedabad// Competent Authority. .

1.1.12 The following shall constitute the Joint Project Committee (herein under referred to as JPC) for

assessing and reviewing the progress of the work on the project and to issue instructions or directions from time to time for being observed and followed by the Architects Site Engineer / PMC and other consultants / contractors engaged in the execution of the project.

- i) Assist General Manager – (P &E)
- ii) SBI Engineer (Civil and Electrical) in-charge of the Project.
- iii) Concerned partner of the Architects and their Resident Architect Member.

## **CLAUSE**

### **1.0 Total Security Deposit:**

Total security deposit shall be 5.0% of contract value. Deduction from each running bill account (if permitted) will be @ 10% till Total Security Deposit (TSD) reaches to 5% of contract value. The 50% of the Total Security Deposit shall be paid to the contractor on the basis of Architect's certifying the virtual completion. The balance 50% would be paid to the contractors after completion Defects Liability Period as specified in the contract/WORK ORDER.

### **1.1 Earnest Money Deposit- 2,600/-**

However, if the tenderer revokes his tender after acceptance of rate at any time the period when he is required to keep his tender open acceptance by the SBI or after it is accepted by the SBI or the contractor fails to enter into a formal agreement or fails to commence the work within the stipulated time, the bank is liable to initiate necessary action against the bidder. The action may also include debarring of bidders empanelment for an year or so.

### **1.2 Initial Security Deposit (ISD): 2% INCLUDING EMD**

### **1.3 ADDITIONAL SECURITY DEPOSIT / PERFORMANCE GUARANTEE**

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

### **1.4 Retention Money:**

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 plus Retention Money shall both together not exceeding 5.0% of the contract value. The 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.

### **2.0 Language:**

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

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

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

- i) Between scaled and written dimension (or description) on a drawing, the latter shall be adopted.
- ii) Between the written or shown description or dimensions in the drawings and the corresponding one in

the specification the former shall be taken as correct.

- iii) Between written description of the item in the specifications and descriptions in bills of quantities of the same item, the former shall be adopted:
- a) In case of difference between rates written in figures and words, the rate in words shall prevail.
- b) Between the duplicate / subsequent copies of the tender, the original tender shall be taken as correct.

#### **4.0 Scope of Work:**

The contractor shall carryout complete and maintain the said/awarded work in every respect strictly accordance with this contract and with the directions of and to the satisfaction Bank to be communicated through the architect/consultant. The architect/consultant at the directions of the SBI from time to time issue further drawings and / or write instructions, details directions and explanations which are here after collectively references to as Architect's / consultant's instructions in regard to the variation or modification of the design, quality or quantity of any work or the addition or omission or substitution work. Any discrepancy in the drawings or between BOQ and / or drawings and/or specifications. The removal from the site of any material brought thereon by the Contractor and any substitution of any other materials therefore the removal and/or re-execution of any work executed by him. The dismissal from the work of any person engaged the re upon.

#### **5.0 i) Letter of Acceptance:**

Within the validity period of the tender the SBI shall issue a letter of acceptance directly or through the architect by registered post or otherwise depositing at the 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 bind contract between the SBI and the contractor.

#### **ii) Contract Agreement:**

On receipt of intimation of the acceptance of tender from the SBI /Architect the successful tenderer shall be bound to implement the contract and within fifteen days there of 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 proper additional instructions by means of drawings or otherwise necessary for the execution of the work. All such drawings and instructions shall be consistent with contract documents, true developments thereof and reasonably inferable there.

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

#### **7.1 Copies of agreement:**

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

### **8.0 Liquidated damages:**

If the contractor fails to maintain the required progress in terms of clause 6.0 of GOC or to complete the work and clear the site including vacating their office on or before the contracted or extended date 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 0.50% of the contract value which 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 behavior is found to be unsatisfactory by the SBI /Architect/ consultant he shall be removed from the site immediately.

### **10.0 Permits, Laws and Regulations:**

Permits and licenses required for the execution of the work shall be obtained by the contractor at his own expenses. The contractor shall give notices and comply with the regulations, laws, and ordinances rules, applicable to the contract. If the contractor observes any discrepancy between the drawings and specifications, he shall promptly notify the SBI in writing under intimation of the Architect/ Consultant. If the contractor performs any act, which is against the law, rules and regulations he shall meet all the costs arising the reform 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 his own expenses rectify such error, if so, required to satisfaction of the SBI

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

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

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

### **13.0 Inspection of work:**

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

they are obtained and the contractor shall give every facility to the SBI/Architect/consultant and their representatives necessary for inspection and examination and test of the materials and workmanship. No person unless authorized by the SBI/ Architect

/Consultant except the representative of Public authorities shall be allowed on the work at any time. The proposed work either during its construction stage or its completion can also be inspected by the Chief Technical Examiner's Organization a wing of Central Vigilance commission.

#### **14.0 Assignment and subletting:**

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

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

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

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

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

#### **iii) Cost of tests:**

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

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

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

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

any Government / approved laboratory, then the cost of such test shall be borne by the contractor.

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

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

**17.0 Contractor's superintendence:**

The contractor shall give necessary personal superintendence during the execution 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:**

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

**19.0 Works to be measured:**

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

**20.0 Variations:**

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

**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.

- (i) The net rates or prices in the contract shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work price herein.
- (ii) Rates for all items, wherever possible should be derived out of the rates given in the priced BOQ.

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

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

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

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

#### **22.0 Final measurement:**

The measurement and valuation in respect of the contract shall be completed within two 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:

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

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

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

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

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

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

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

This issuance of a VCC shall not be without prejudice to the SBI rights and contractor liabilities under the contract including the contractor's liability for defects liability nor shall the issuance of VCC in respect of the works or work at any site be construction as a waiver of any right or claim of the SBI against the contractor in respect of or work at the site and in respect of which the VCC has been issued.

#### **24.0 Work by other agencies:**

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

#### **25.0 Insurance of works:**

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

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

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

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

#### **26.0 Damage to persons and property:**

The contractor shall, except if and so far as the contract provides otherwise indemnify the SBI against all losses and claims in respect of injuries or damages to any person or material or physical damage to any

property whatsoever which may arise out of or in consequence of the execution and maintenance of the works and against all claims proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto except any compensation of damages for or with respect to:

- a) The permanent use or occupation of land by or any part thereof.
- b) The right of SBI to execute the works or any part thereof on, over, under, in or through any lands.
- c) Injuries or damages to persons or properties which are unavoidable result of the execution or maintenance of the works in accordance with the contract.
- d) Injuries or damage to persons or property resulting from any act or neglect of the SBI their agents, employees or other contractors not being employed by the contractor or for or in respect of any claims, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto or where the injury or damage was contributed to by the contractor, his servants or agents such part of the compensation as may be just and equitable having regard to the extent of the responsibility of the SBI, their employees, or agents or other employees, or agents or other contractors for the damage or injury.

**27.0 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 26.0 of this clause.

**28.0 Contractor's superintendence:**

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

**29.0 Third Party Insurance:**

Before commencing the execution of the work the contractor but without limiting his obligations and responsibilities under clause 25.0 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 25.0 thereof.

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

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

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

**31.0 Accident or Injury to workman:**

The SBI Shall not be liable for or in respect to any damages or compensation payable at law in respect or

in consequence of any accident or injury to any workmen or other person in the employment of the contractor or any sub-contractor, save and except an accident or injury resulting from any act or default of the SBI or their agents, or employees. The contractor shall indemnify and keep indemnified SBI against all such damages and compensation, save and except as aforesaid, and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

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

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

### **33.0 Remedy on contractor's failure to insure:**

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

Without prejudice to the others' rights of the SBI against contractors. In respect of such default, the employer shall be entitled to deduct from any sums payable to the contractor the amount of any damage's 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.

### **34.0 Commencement of Works:**

The date of commencement of the work will be reckoned from the date of award of letter by the SBI

### **35.0 Time for completion:**

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

### **36.0 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 reason in detail and his justification if an', for the delays. The architect/consultant shall submit their recommendations to the SBI in the prescribed format for granting extension of time. While granting extension of time the contractor shall be informed the period extended time which will qualify for levy of liquidated damages. For the balance period in excess of original stipulated period and duly sanctioned extension of time by the provision of liquidated damages as stated under clause 10.0 shall become applicable. Further the contract shall remain in force even for the period beyond the due date of completion irrespective whether the extension is granted or not.

### **37.0 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 the. Architect / consultant too Slow to ensure the completion of the whole of the work the prescribed time or extended time for completion the Architect/consultant shall the re upon take such steps as considered necessary by the Architect / consultant to expedite progress so as to complete the works by the prescribed time or extended time. Such communications from the Architect / consultant neither shall relieve. The contractor from fulfilling obligations under the contract nor he will be entitled to raise any claims arising out of such directions.

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

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

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

### **39.0 No compensation or restrictions of work:**

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

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

In case of such stores having been issued from SBI stores and returned by the contractor to stores, credit shall be given to him at the rates not exceeding those at which were originally issued to the contractor after

taking into consideration and deduction for claims on account of any deterioration or damage while in the custody of the contractor and in this respect the decision of Architect / consultant shall be final.

#### **40.0 Suspension of work:**

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

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

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

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

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

#### **41.0 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:

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

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

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

In the event of any of above courses being adopted by the SBI the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any material or entered into any engagements or make any advances on account of, or with a view to the execution of the work or the performance of the contract and incase the contract shall be rescind under the provision

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

**42.0 Owner's right to terminate the contract:**

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

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

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

has abandoned the contract; or

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

has failed to proceed with the works with such diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or has failed to remove the materials from the site or to pull down and replace work within seven days after written notice from the SBI through the Architect / Consultant that the said materials were condemned and rejected by the Architect/ consultant under these conditions; or has neglected or failed persistently to observe and perform all or any of the acts matters or things by this contract to be observed and performed by the contractor for seven days after written notice shall have been given to the contractor to observe or perform the same or has to the detriment of good workmanship or in defiance of the SBI or Architect's / consultant's instructions to the contrary subject any part of the contract. Then and in any of said cases the SBI and or the Architect / consultant, may not withstanding any previous waiver, after giving seven days' notice in writing to the contractor, determine the contract, but without thereby affecting the powers of the SBI or the Architect/consultant or the obligation and liabilities of the contractor the whole of which shall continue in force as fully as if the contract had not been determined and as if the works subsequently had been executed by or on behalf of the contractor. And, further the SBI through the Architect / consultant their agents or employees may enter upon and take possession of the work and all plants, 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 the work and the contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractor or other persons employed for complement and finishing or using the materials and plant for the works.

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

#### **43.0 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 payment from SBI From time to time SBI shall recover the statutory recovering other dues including the retention amount from the certificate of payment. Provided always that the issue of any certificate by the Architect / consultant during progress of works or completion shall not have effect as certificate of satisfaction relieve the contractor from his liability under clause.

The Architect / consultant shall have power to withhold the certificate if the work or in part thereof is not carried out to their satisfaction. The Architect/consultant may by any certificate make any corrections required previous certificate. The SBI shall modify the certificate of payment as issued by the architect/consultant from time to time while making the payment. The contractor shall submit interim bills only after taking actual measurements and properly recorded in the Measurement books. The Contractor shall not submit interim bills when the approximate value of work done by him up to 70%.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.

#### **44.0 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)/Dy. General Manager (Premises) and endorse a copy of the same to the Architect, within 30 days from the date of disallowance thereof for the date of deduction or recovery. The said notices shall give full particulars of the claim, grounds on which it is based and detailed calculations

of the amount claimed and the contractor shall not be entitled to raise any claim nor shall the Bank be in any way liable in respect of any claim by the contractor unless notice of such claim shall have been given by the contractor to the Assistant General Manager (Premises & Estate)/Dy. General Manager (premises) in the manner and within the time as aforesaid. The contractor shall be deemed to have waived and extinguished all his rights in respect of any claim not notified to the Assistant General Manager (Premises & Estate)/Dy. General Manager (Premises) in writing in the manner and within the time aforesaid.

- ii) The Assistant General Manager (Premises & Estate) / Dy. General Manager (Premises) shall give his decision in writing on the claims notified by the contractor. The contractor may within 30 days of the receipt of the decision of the Assistant General Manager (Premises & Estate) /Dy. General Manager (Premises) submit his claims to the conciliating authority namely the Circle Development Officer/General Manager (Official Language & Corporate Services) for conciliation along with all details and copies of correspondence exchanged between him and the Assistant General Manager (Premises & Estate)/Dy. General Manager (Premises)
- iii) If the conciliation proceedings are terminated without settlement of the disputes, the contractor shall, within a period of 30 days of termination thereof, shall give a notice to the concerned Chief General Manager/Dy. Managing Director (HR) & Corporate Development Officer of the Bank for appointment of an arbitrator to adjudicate the notified claims failing which the claims of the contractor shall be deemed to have been considered absolutely barred and waived.
- iv) Except where the decision has become final, binding and conclusive in terms of the contract, all disputes or differences arising out of the notified claims of the contractor as aforesaid and all claims of the Bank shall be referred for adjudication through arbitration by the Sole Arbitrator appointed by the Chief General Manager at LHO/Dy. Managing Director & Corporate Development Officer at CC/CCEs. It will also be no objection to any such appointment that the Arbitrator so appointed is a technically competent person not below the rank of Superintending Engineer or equivalent position in Public Sector Banks / CPSEs, CPWD, LIC, RBI etc. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid by the said Chief General Manager/ Dy. Managing Director (HR) & Corporate Development Officer. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.
- v) It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each dispute along with the notice for appointment of arbitrator.
- vi) It is also a term of this contract that no person other than a person appointed by such Chief General Manager aforesaid should act as arbitrator.
- vii) The conciliation and arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made thereunder.
- viii) It is also a term of the contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties.
- ix) It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees if any, of the 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 whom may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fixed or settle the amount of costs to be so paid.

#### **45.0 Water supply:**

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

- i) That the water used by the contractor shall be fit for construction purposes to the satisfaction of the Architect /consultant's.
- ii) The contractor shall make alternative arrangements for the supply of water if the arrangement made by the contractor for procurement of water in the opinion of the Architect / consultant is unsatisfactory.
- iii) In case contractor is permitted to use SBI source of water i.e., Municipal connection, bore well (existing or new) etc., the SBI will recover as per clause **51.0** of this document from the final bill of contractor.

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

#### **46.0 Power supply:**

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

In case contractor is permitted to use Bank's source of power supply provided at one point, the SBI will recover as per clause **51.0** of this document from the final bill of contractor.

#### **47.0 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.

#### **48.0 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 corrector.

#### **49.0 Maintenance of registers:**

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

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

#### **50.0 Force Majeure:**

Neither contractor nor SBI shall be considered in default in performance of the obligations if such performance is prevented or delayed by events such as but not war, hostilities revolution, riots, civil commotion, strikes, lockout, conflagrations, epidemics, accidents, fire, storms, floods, droughts, earthquakes or ordinances or any act of or for any other cause beyond the reasonable control of the party affected or prevents or delayed. However, a notice is required to be given within 30 days from the happening of the event with complete details, to the other party to the contract, if it is not possible to serve a notice, within the shortest possible period without delay.

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

From the date of occurrence of a case off or force majeure obligations of the party affected.

#### **51.0 Water power and other facilities:**

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

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

The contractors for other trades directly appointed by the SBI shall be entitled to take power and water connections from the temporary water and power supply obtained by the contractor. However, the concerned contractor shall make their own arrangements to draw the supply and pay directly the actual consumption charges at mutually agreed rates between them. All municipal charges for drainage and water connection for Construction purposes shall be borne by the contractor and charges payable for permanent connections, if any, shall be initially paid by the contractor and the SBI will reimburse the amount on production of receipts.

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

In case contractor is permitted to use Bank's source of water and power supply provided at one point, the SBI will recover @ 0.50% of final bill amount for water and electricity (Combined) from the bill of contractor.

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

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

**53.0 Lighting of works:**

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

**54.0 Firefighting arrangements:**

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

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

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

**55.0 Site order book:**

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

**56.0 Temporary fencing/barricading:**

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

**57.0 Site meetings:**

Site meetings will be held to review the progress and quality evaluation. The contractor shall depute a senior representative along with the site representative and other staff of approved sub-contractors and

suppliers as required to the site meetings and ensure all follow up actions. Any additional review meetings shall be held if required by the architect/ consultant.-

**58.0 Disposal of refuse:**

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

**59.0 Contractor to verify site measurement:**

The contractor shall check and verify all site measurements whenever requested other specialists contractors or other sub-contractors to enable them to prepare the own shop drawing and pass on the information with sufficient promptness as will in any way delay the works.

**60.0 Displaying the name of the work:**

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

**61.0 As built drawings:**

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

For the drawings prepared by the contractor:

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

**62.0 Approved make:**

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

**63.0 Procurement of materials:**

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

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

The contractor shall pay and be responsible for payment of all taxes, duties, levies, royalties, fees, cess or charges in respect of the works including but not limited to sales tax, tax on works contract excise duty, and Octroi, payable in respect of materials, equipment plant and other things required for the contract. All of the

aforesaid taxes, duties, levies, fees and charges shall be to the contractor's account and the SBI Shall not be required to pay any additional or extra amount on this account. Variation of taxes, duties, fees, levies etc. if any, till completion of work shall be deemed to be included in the quoted rates and no extra amount on this account. Variation of taxes, duties, fees, levies etc. if any, till completion of work shall be deemed to be included in the quoted rates and no extra claim on this account will in any case be entertained. If a new tax or duty or levy or cess or royalty or Octroi is imposed under as statutory law during the currency of contract the same shall be borne by the contractor. However, GST will be paid extra.

#### **65.0 Acceptance of tender:**

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

#### **66.0 Photographs:**

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

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

#### **67.0 Safety Codes:**

1. First aid appliances including adequate supply of sterilized dressing and cotton wool shall be kept in a readily accessible place.
2. An injured person shall be taken to a public hospital without loss of time, in cases when the injury necessitates hospitalization.
3. Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from the ground.
4. No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30 cm. (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used an extra labor shall be engaged for holding ladder.
5. The excavated material shall not be placed within 1.5 meters of the edge of the trench half of the depth of trench whichever is more. All trenches and excavations shall be provided with necessary fencing and lighting.
6. Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one meter.
7. No floor, roof or other part of the structure shall be so overloaded with debris or material as to render it unsafe.

8. Workers employed on mixing and handling material such as asphalt, cement, mortar, concrete and lime shall be provided with protective footwear and rubber hand gloves.
- 9 Those engaged in welding works shall be provided with welders' protective eye shield and gloves.
10. (i) No paint containing lead or lead products shall be used except in the form of paste readymade paint.  
(ii) Suitable face masks should be supplied for use by the workers when the paint applied in the form of spray or surface having lead paint dry rubbed and scrapped.
11. Overalls shall be supplied by the contractor to the painters and adequate facilities shall be provided to enable the working painters to wash during cessation of work.
- 12 Hoisting machines and tackle used in the works including their attachments anchor and supports shall be in perfect condition.
13. The ropes used in hoisting or lowering material or as a means of suspension shall be durable quality and adequate strength and free from defects.

**ANNEXURE-4.9 BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT**

Place:.....

Date:.....

(On Non-judicial stamp paper of Rs -----/-)

**BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT**

B.G.No. \_\_\_\_\_

Value Rs. \_\_\_\_\_

State      Bank      of

India, (Address)

Sub: Bank Guarantee of Rs ..... towards Security Deposit for the work of for State Bank of India.

(Name of Branch/Office)

Dear Sir,

WHEREAS (Name and address of contractor/vendor) (hereinafter called the Contractor) have entered into contract for (Name of Work) with State Bank of India (SBI) as mentioned in the letter of SBI's Consultants (Name & address of consultants) vide their letter No. .... dated ..... and the correspondence and tender relating thereto which is hereinafter referred to as "the said contract" the Contractor has now agreed to produce a Bank Guarantee amounting to 2% of the contract value less earnest money deposit of Rs ..... (Rupees only), to State Bank of India for performing their part of the contract obligations.

AND WHEREAS in terms of said contract, the contractor is required to furnish to State Bank of India a Guarantee of a Scheduled Bank for a value of Rs ..... to be valid upto (date).

AND WHEREAS (Name of Bank and its branch) having their office at (address) the Guarantor, at the request of the contractor hereby furnishes a PBG in favour of State Bank of India and Guarantees in the manner hereinafter appearing.

In consideration of the premise, we (name of Bank and its branch) having our office at (address) hereafter called the "Guarantor" (which expression shall include its successors and assigns) hereby expressly, irrevocably & unreservedly undertake and guarantee under that if the Contractor fails to execute the work according to his obligations under the said contract, then not withstanding any dispute between State Bank of India and the contractor the Guarantor shall, on demand without demur and without reference to the contractor pay to State Bank of India immediately any sum claimed by State Bank of India under the said contract up to a maximum amount of Rs. ....

..... (Rupees only).

In case the amount demanded by State Bank of India is not paid within 48 hours of receipt of demand, the Guarantor agrees to pay the aforesaid amount of Rs. \_\_\_\_\_/- (Rupees only).

- (i) Such payment shall be notwithstanding any right the contractor may have directly against State Bank of India or any disputes raised by the Contractor with State Bank of India or any suits or proceedings pending in any competent court or before any arbitrator. State Bank of India's written demand shall be conclusive evidence to the Guarantor

that such payment is payable under the terms of the Contract and shall be binding in all respects on the guarantor.

- (ii) The Guarantor shall not be discharged or released from the the undertaking and Guarantee, by any arrangement, variations made between SBI and the Contractor and/or indulgences shown to the contractor by SBI, with or without the consent and knowledge of the guarantor or by alterations in the obligations of the contractor by any forbearance, whether as to payment, time performance or otherwise.
- (iii) This guarantee shall remain valid until or as may be caused to be extended by the contractor or until discharged by SBI in writing whichever is earlier.
- (iv) This guarantee shall be a continuing guarantee and shall not be revocable during its currency except with the previous written consent of SBI.
- (v) This guarantee shall not be affected by any change in the constitution of the contractor, by absorption with any other body or corporation or dissolution or otherwise and this guarantee will be available to or enforceable against such body or corporation.
- (vi) In order to give effect to this guarantee SBI will be entitled to act as if the Guarantor were the Principal debtor and the Guarantor hereby waives all and any of its rights or suretyship.
- (vii) This guarantee shall continue to be in force notwithstanding the discharge of the contractor by operation of law and shall cease only on payment of the full amount by the Guarantor to SBI of the amount thereby secured.
- (viii) This guarantee shall be in addition to and not in substitution for any other guarantee or security for the contractor given or to be given to SBI in respect of the said contract.
- (ix) Any notice by way of request and demand or otherwise here under may be sent by post or any other mode or communication to the guarantor addressed as aforesaid and if sent by post it shall be deemed to have been given at the time when it would be delivered in due course of post and in providing such notice when given by post it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of SBI that the envelope was so posted shall be conclusive.
- (x) These presents shall be governed by and constructed in accordance with Indian Law.

Notwithstanding anything contained herein before the liability of the guarantor under this guarantee is restricted to a sum of Rs.

\_\_\_\_\_.

This guarantee will remain valid up to \_\_\_\_\_

\_\_\_\_\_ unless a demand or claim under this guarantee is made in writing on or before

\_\_\_\_\_ the guarantor shall be discharged from all liability under the guarantee thereafter

.

Dated the.....

For (Name of Bank)

(Signature/s with designation/s of signatory/ies) (Name and Stamp of Bank)

**ANNEXURE-4.31:DETAILSOFINSURANCEPOLICIES**

Type of policies	Name of Insurance	AmountRs.	PolicyNo.	Validity
CAR policy including 3 <sup>rd</sup> party liability				
Workmen's Compensation				

Remarks:

1. This is only an 'on-account' payment and is not to be interpreted either as approval of work, materials brought or affixed at site or for that matter approval of any sort.
2. The quantum of work done and materials delivered at site have been certified by.....
3. Should you wish to audit such work, kindly contact the undersigned and oblige.

Architects \_\_\_\_\_

#### **ANNEXURE-4.32:SAFETYCODE**

##### **SAFETYMEASURESAT SITE:**

1. All personnel at site should be provided with Helmets and Safety Boots with some identification Mark. Visitors also should be provided with Helmets. It should be ensured that these are used properly.
2. First Aid Box should be kept at site with all requisite materials.
3. No one should be allowed to inspect/work at a height without Safety Belt.
4. Suitable scaffolds should be provided for workmen for all Works that cannot safely be done from the ground, or from solid construction except such short period Work as can be done safely from ladders. When a ladder is used, an extra Man door shall be engaged for holding the ladder and if the ladder is used for carrying materials as well as suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than  $\frac{1}{4}$  to 1 ( $\frac{1}{4}$  horizontal and 1 vertical).
5. Scaffolding or staging more than 3.5 meters above the ground or floors, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached, bolted, braced and otherwise secured at least 1 Meter high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
6. Working platforms, Gangways, and Stairways should be so constructed that they do not sag unduly or unequally, and if the height of the platform or the Gangway or the Stairway is more than 3-5 Meters above ground level or floor level they should be closely boarded, should have adequate width and should be suitably fenced, as described.
7. Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 1 Meter.
8. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladders shall be over 9 Meters in length while the width between side rails in rungs shall in no case be less than 30 cms for ladders up to and including 9 Meters in length. For longer ladders the width should be increased at least 6 mm for each additional 30 cms. Uniform step spacings shall not exceed 30 cms.
9. Adequate precautions shall be taken to prevent danger from electrical equipments. For electrical on line works gloves, rubber mats, and rubber shoes shall be used.
10. All trenches 1.2 Meters or more in depth shall at all times be supplied with at least one ladder for each 30 Meters length or fraction thereof. Ladder shall be extended from bottom of the trench to at least 1 Meter above the surface of the ground. The sides of the trenches, which are 1.5 Meters or more in depth shall be stepped back to give suitable slope, or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 Meters of the edge of the trench or half of the depth of the trench whichever is more cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done.
11. Before any demolition work is commenced and also during the process of the work:-
  - a) All roads and open areas adjacent to the Work Site shall either be closed or suitably protected;

- b) No electrical cable or apparatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically charged.
- c) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the buildings shall be so over-loaded with debris or materials as to render it unsafe.
- d) All necessary personal safety equipment as considered adequate by the Site Engineers should be kept available for the use of the person employed on the Site and maintained in a condition suitable for immediate use; and the Contractor should take adequate steps to ensure proper use of equipment by those concerned.
- e) Workers employed on mixing Asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
- f) Those engaged in white washing and mixing or stacking of cement bags or any materials which is injurious to the eyes shall be provided with protective goggles.
- g) Those engaged in welding works shall be provided with Welder's protective eye-shields.
- h) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- i) When workers are employed in sewers and manholes, which are in use, the Contractor shall ensure that the manhole covers are opened and are ventilated at least for an hour before the workers are allowed to get into the manholes and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals and boards to prevent accident to the Public.

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

- a) These shall be of good mechanical construction, sound material and adequate strength and free from patent defect and shall be kept in good repairs and in good working order.
- b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
- c) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in-charge of any hoisting machine including any scaffold, winch or give signals to the operator.

- d) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or lowering or as means of suspension the safe working load shall be ascertained by adequate means.
  - e) Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of hoisting machine having a variable safe working load, each safe working load of the conditions under which it is applicable shall be clearly indicated. No part of any machine or of any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
  - f) Motor, Gearing, Transmission, Electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards, hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load, adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced.
  - g) When workers are employed on electrical installation, which are already energized, insulating mats, wearing apparel such as gloves, sleeves, and boots as may be necessary should be provided. The workers should not wear any rings, watches and carry keys or other materials, which are good conductors of electricity.
13. All scaffolds, ladders and other safety devices, mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities shall be provided at or near places of work.

## **ANNEXURE-4.33: SAMPLE AGREEMENT WITH CONTRACTORS**

### **ARTICLES OF AGREEMENT**

This agreement ..... made the ..... day of ..... between A  
..... GM/DGM

( ), State Bank of India, ----- (hereinafter called the Bank or SBI) which expressions shall include the successors and assigns) of the one part and M/s. .... company /partnership for registered under the Indian Companies Act/ Partnership Act having its registered office..... (hereinafter called 'the Contractors' which expression shall include the present directors / partners and also the directors /partners from time to time as also their respective heirs, legal representatives, administrators and assigns) of the other part.

WHEREAS the employer is desirous of execution of \_\_\_\_\_ (Name of work) \_\_\_\_\_

and has caused drawings and specifications describing the work to be done prepared by Project Architects M/s \_\_\_\_\_

having their offices at \_\_\_\_\_ (hereinafter called "the Architect")

AND WHEREAS THE SAID Drawings numbered as mentioned in the tender documents hereinafter mentioned and to be issued from time to time, the specifications and the Schedule of items and quantities have been signed by or on behalf of the parties hereto.

AND whereas the contractors have agreed to execute upon and subject to the condition set forth herein and Schedule of items and quantities, General & special Conditions of Contract, specification etc. contained in the tendered documents including all correspondences exchanged by or between the parties from the submission of tender till the award of work, both letters inclusive, (all of which are collectively hereinafter referred to as "the said conditions"). The works shown upon the said drawing and/or described in the said specification and included in the schedule of items and quantities at the respective rates therein set forth amounting to the sum of

Rs \_\_\_\_\_ (Rupees \_\_\_\_\_)

in words \_\_\_\_\_) as there in arrived at or such other sum as shall become payable there under (hereinafter referred to as "the said Contract Amount").

#### **NOW IT IS HEREBY AGREED AS FOLLOWS:**

1. In consideration of the said Contract amount to be paid at the times and the manner set forth in the said Conditions, the Contractors shall upon and subject to the said conditions execute and complete the work shown upon the said drawings and described in the said specifications and the schedule of items and quantities.
2. The employers shall pay the Contractor the amount or such other sum as shall become payable, at the times and in the manners specified in the said conditions.
3. The term "the Architect" in the said conditions shall mean the said "M/s" or in the event of their ceasing to be the Architect for the purpose of this contract for whatever reason, such other person or persons as shall be nominated for that purpose by the Employer, not being a person to whom the Contractor shall object for reasons considered to be sufficient by the Employer provided always that no person or persons

**Proposed Civil works of SBI SIDHPUR Branch, SIDHPUR.**

subsequently appointed to be Architect under this contract shall be entitled to disregard or overrule any previous decisions or approval or direction given or expressed in writing by the architect for the time being.

4. The said conditions and appendix thereto shall be read and construed as forming part of this agreement, and the parties hereto shall respectively abide by / submit themselves to the said conditions and perform the agreements on their part respectively in the said conditions contained.

5. The plans, agreement and documents mentioned herein shall form the basis of this contract.

6. This contract is neither a fixed Lump sum contract nor a piece work contract but is a contract to carry out the work in respect of the entire project on item rate basis to be paid for according to actual measured quantities at the rates contained in the schedule of quantities and rates or as provided in the said conditions.

7. The Bank/Employer reserves to itself the right of altering the specifications and nature of work by adding to or omitting any item of work or having portions of the same carried out without prejudice to the contract.

8. Time shall be considered as the essence of this contract and the contractor here by agrees to commence the work soon after the site is handed over to him or from the 14<sup>th</sup> day after date of issue of formal work order as provided for in the said conditions of contract whichever is later and to complete the entire work within (period of contract) months subject never the less to the provisions for extension of time.

9. All payments by the Employer under this contract will be made only at \_\_\_\_\_.

10. Any dispute arising under this Agreement shall be referred to arbitration in accordance with the stipulations laid down in the tender.

11. That all the parts of this contract have been read by the contractor and fully understood by the contractor. They further agree to complete the said work to fullest satisfaction of architect/Employer.

12. IN WITNESS WHEREOF the Employer and the contractors have set their respective hands to these present through their duly authorized official and the said two duplicates hereof to be executed on its behalf of the day and year first therein above written.

Signed on behalf of the

STATE BANK OF INDIA

In the presence of :

1. Signature:

Name:

Address:

In the presence of :

2. Signature:

Name:

Address:

Signed on behalf of the

CONTRACTORS

In the presence of:

1. Signature:

Name:

Address:

In the presence of:

2. Signature:

Name:

Address:

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**APPENDIX HEREIN BEFORE REFERRED TO**

- 1) Name of the organization Offering Contract : **The Assistant General Manager,  
State Bank of India, RBO-III  
Abu Highway Road, Palanpur**
- 2) Consultants : .....
- 3) Site Address : **Sidhpur Branch SBI, RBO-III, Palanpur**
- 4) Scope of Work** : **Proposed Civil Work forSIDHPUR Branch**
- 5) Name of the Contractor :
- 6) Address of the Contractor :
- 7) Period of Completion : within the stipulated period from the date  
of Issue of work order.
- 8) Earnest Money Deposit : 2,600/-
- 9) Retention Money : As per clause no. 1.4 of General  
Conditions
- 10) Defects Liability Period : Twelve Months from the date of Virtual  
Completion.
- 11) Insurance to be undertaken by the : 125% of Contract Value Contractor at his  
cost(Contractor's all risk policy)
- 12) Liquidated damages : 0.5% of the Contract amount shown in the  
tender per week subject to max. 5% of the  
contract value or actual final bill value.
- 13) Value of Interim Bill (Min.) : **NIL**
- 14) Date of Commencement : From the date of work order issued to  
the contractor/ or the day on which the  
Contractor is instructed to take possession of  
the site whichever is earlier.
- 15) Period of Final Measurement : 2 Months from the date of Virtual Completion  
Certificate(VCC) issued by the project  
Architect
- 16) Initial Security Deposit : 2% including EMD
- 17) Total Security Deposit : 5.0% of the final bill amount or contract value
- 18) Refund of Total Security Deposit : 50% of the Security Deposit shall be  
**Proposed Civil works of SBI SIDHPUR Branch, SIDHPUR.**

completion of  
balance

refunded to the Contractor on  
the work/along with the final bill and  
refunded only after the Defect Liability  
Period is over.

19) Period for Honoring Certificate

: ~~7 days for R.A. Bills~~

20) The final bill will be submitted by the Contractor within one month of the date fixed for completion work and the Bill shall be certified within 3 Months from the date of receipt of final bill provided the bills are submitted with all pre-requisite documents/test reports etc. prescribed in the tender.

Signature of Tenderer.

---

Date:

**Proposed Civil works of SBI SIDHPUR Branch, SIDHPUR.**

## LETTER OF DECLARATION

To,  
Asst. General Manager,  
State Bank Of India,  
Regional Business Office, RBO-III  
Abu Highway Road,  
Palanpur

Dear Sir,

### PROPOSED CIVIL WORKS FOR SBI, SIDHPUR BRANCH

Having examined the terms & conditions, drawings, specifications, design relating to the works specified in the memorandum hereinafter set out and having visited and examined the site of the works specified in the said memorandum and having acquired the requisite information relating thereto and affecting the quotation, I/We hereby offer to execute the works specified in the said memorandum within the time specified in the said memorandum on the item rate basis mentioned in the attached schedule and in accordance in all respect with the specifications, design, drawings and instructions in writing referred to in conditions of Tender, the articles of agreement, conditions of contract and with such conditions so far as they may be applicable.

#### MEMORANDUM

(a)	Description of work	Proposed Civil works for <b>SIDHPUR Branch</b>
(b)	Earnest Money	2,600/-
(c)	Time allowed for completion of work from the date of issue of work order.	25 days from the date of commencement as per tender

Should this tender be accepted, I/we hereby agree to abide by and fulfill the terms and provisions of the said conditions of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit and pay to SBI, the amount mentioned in the said conditions.

Should I / We fail to execute the Contract when called upon to do so I / We do hereby agree that suitable action shall be initiated against us by SBI. This may also include debarring of my empanelment for an year or so. We understand that as per terms of this tender, the SBI may consider accepting our tender in part or whole or may entrust the work of various jobs/buildings proposed (i.e. Institute Building, Staff Qtrs. And Director's Bungalow/ work) in phases. We, therefore, undertake that we shall not raise any claim/compensation in the eventuality of Bank deciding to drop any of the work/building/buildings from the scope of work of this tender at any stage during the contract period. Further, we also undertake to execute the work entrusted to us in phases as per L-1 rates/standard rates accepted by us/on our approved rates and within the stipulated time limit without any extra claim for price escalation as provided for in Clause 9.0.1 "Instructions to Tenderers" of this tender. We, hereby, also undertake that, we will not raise any claim for any escalation in the prices of any of the material during the currency of contract/execution/completion period.

Yours faithfully,  
Signature of contractor with seal

**Proposed Civil works of SBI SIDHPURBranch, SIDHPUR.**

**PROFORMA FOR RUNNING A/C BILL**  
**TABLE - XIII**

- i. Name of Contractor/ Agency :
- ii. Name of Work :
- iii. Sr. No. of this Bill:
- iv. No. & Date of previous Bill :
- v. Reference to Agreement No. :
- vi. Date of Written order to commence :
- vii. Date of Completion as per Agreement :

SN	Item Description	Unit	Rate (Rs.)	As per Tender		Up to Previous R.A. Bill		Up to Date (Gross)		Present Bill		Remarks
				Qty	Amount (Rs.)	Qty	Amount (Rs.)	Qty	Amount (Rs.)	Qty	Amount (Rs.)	
1	2	3	4	5	6	7	8	9	10	11	12	13

**Note:**

1.	If part rate is allowed for any items, it should be indicated with reasons for allowing such a rate.	<div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div>
2.	If ad-hoc payment is made, it should be mentioned specifically.	Net Value since previous bill

**Proposed Civil works of SBI SIDHPURBranch, SIDHPUR.**

### CERTIFICATE

The measurements on the basis of which the above entries for the Running Bill No. \_\_\_\_\_ were made have been taken jointly on \_\_\_\_\_ and are recorded in Excel format. Excel sheet enclosed

\_\_\_\_\_  
Signature and date of Contractor      of Signature and date of Architects Representative (Seal)      Signature and date of Site Engineer

The work recorded in the above-mentioned measurements has been done at the site satisfactorily as per tender drawings, conditions and specifications.

\_\_\_\_\_  
Architect      Signature and date of Site Engineer

### TABLE – XV

#### MEMORANDUM FOR PAYMENT

#### R/A BILL NO.

- |    |   |                    |
|----|---|--------------------|
| 1. | Total value of work done since previous bill (A)  | Rs.....            |
| 2. | Total amount of secured advance due since Previous Bill (B)   | Rs.....            |
| 3. | Total amount due since Previous Bill (C) (A+B)  | Rs.....            |
| 4. | <del>PVA on account of declaration in price of Steel, Cement and other materials and labor as detailed in separate statements enclosed.</del> | <del>Rs.....</del> |
| 5. | Total amount due to the Contractor  | Rs.....            |

#### OBJECTIONS:

- |     |   |         |
|-----|---|---------|
| i)  | Secured Advance paid in the previous R/A  | Rs..... |
| ii) | Retention money on value of works as per accepted tenders up to date amount Rs. | Rs..... |
|     | Less already recovered  | Rs..... |
|     | Balance to be recovered   | Rs..... |

**Proposed Civil works of SBI SIDHPUR Branch, SIDHPUR.**

iii)	Mobilization Advance, if any	Rs.....
(a)	Outstanding amount (principal + interest) as on date	Rs.....
(b)	To be recovered in this bill	Rs.....
iii.	Any other Departmental materials cost to be recovered as per contract, if any	Rs.....
iv.	Any other Departmental service charges to be recovered if any, as per contract (water, power etc.) enclose statement.	Rs.....

The bill amount to Rs. ----- (both figures and words) has been scrutinized by us after due checking of the measurements of work as required and is recommended for payment.

Date:-----

Signature of Architect with Seal

The bill amount to Rs.-----certified by Consultants has been scrutinized by me after due test checking of measurements of works as required and is recommended for payment for an amount of Rs.....

Date : -----

This figures given in the Memorandum for payable has been verified and bill passed for payment -----  
----- (in words and figures)

**STATUTORY DEDUCTION:**

i)	Total Amount due (E)	Rs. -----
ii)	Less I.T. Payable	Rs. -----
iii)	Less S.T. Payable	Rs. -----
	Net Payable	Rs. -----

Date:-----

-----Signature of the CM (GB)

**Proposed Civil works of SBI SIDHPUR Branch, SIDHPUR.**

**TECHNICAL SPECIFICATION**  
**SPECIFICATIONS OF MATERIALS TO BE USED**

**General:**

These specifications are for the work to be executed items to be supplied and materials to be used in the works as shown and defined on the drawings and described here in all under the supervision and to the satisfaction of the architect / employer.

The workmanship is to be the best available and to a high standard. Use must be made of specialist tradesmen in all aspects of the works, and allowance must be made in the rates for doing so.

The materials and items to be provided by the contractor shall be the best of their respective kinds, approved by the architect in accordance with any samples, which may be submitted for approval, and generally in accordance with the specification. Where materials or products are specified in this specification and/ or bill of quantities by the name of the manufacture or the brand trade name or catalogue references the contractor will be required to obtain the approval of the architect/ employer before using a material or product other than the specified. The contractor shall produce all invoices, vouchers or receipted accounts for any materials of called upon to do so by the architect.

Sample of all material are to be submitted to the architect for his approval before the contractor orders or delivers in bulk to the site. Also, the contractor will be required to submit specimen finishes to colors, fabrics etc. For the approval of the architect before proceeding with the works. Should it be necessary to prepare shop drawings, then four copies of such drawings shall be submitted for the approval of the architect who will retain to copies, all at the contractors expenses.

**Materials**

The materials shall be of the best-approved quality obtainable and shall comply with the respective Indian standard specification.

If directed, materials shall be tested in any approved testing laboratory and the test certificates in original shall be submitted to the architect and the entire charges for repeated testes, if ordered shall be borne by the constructor.

It shall be obligatory for the contractor to furnish certificate, it demanded by the architect, from manufacturer of the material supplier that the work has been carried out by using their material and as per their recommendations.

All materials supplied by the employer / any other specialist firm shall be properly stores and the contractor shall be responsible for its safe custody until they are required on the works and till the **Proposed Civil works of SBI SIDHPURBranch, SIDHPUR.**

completion of work.

Unless otherwise shown on the drawings or mentioned in the "Schedule of Quantities" or special specifications, the quality of materials, workmanship, dimensions etc., shall be as specified herein under.

The contractor without any extra cost for carrying out field-tests on materials shall provide all equipment and facilities.

Unless mentioned specifically, all materials used in the construction shall conform to the relevant Indian standards published by bureau of Indian standards.

The contractor whenever in doubt should get the materials approved by the architect, before use. A sample of approved material should be deposited with the architect.

Test certificates from the laboratory approved by the architect will have to be furnished, if so directed by him. The contractor will pay all costs for the same.

For special items to be used, the manufacturer's instruction of handling and installation shall be strictly adhered to. The contractor shall obtain the guarantee certificate from the manufacturer and pass on the same to the owner.

Materials if supplied by the owner shall be properly stored in the safe custody of the contractor. The same shall be carefully used and shall be properly preserved till the work is completed and handed over to the owner. Proper accounts of such materials will be maintained and will be presented for inspection and physical verification as and when requested by the owner.

**Timber:**

Timber generally is to be the best of its kind, well and properly seasoned, of mature growth, free from worm holes large loose or dead knots or other defects and sawn die square and will not suffer warping, splitting or other defects through improper handling.

The wood is to be Steam beach weighting not less than 45 lbs per cubic foot with moisture content not exceeding 12% to 14%. The moisture content of timber shall be determined according to method described in paragraph 4 of is: 287 for "maximum permissible moisture content of timber used for different purpose in different zones".

In measuring cross-sectional dimensions of the frame pieces tolerance up-to 1.5 mm shall be allowed for each planned surface.

**Good quality Steam beach wood:**

Steam beach wood be of good quality and well-seasoned. It shall have uniform color, reasonably straight grains and shall be free from large, loose dead knots, cracks, shakes, warp, twists, bends, borer, holes or defects of any kind. No individual hard and sound knot shall be more than 1 cm. In diameter and aggregate area of all knots shall not exceed 1/2 % of the area of the piece. It shall be close grained and there shall not be less than 6 growth rings per 2.5 cm width.

Good quality Steam beach wood:

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Steam beach wood shall be of good quality and well-seasoned. It shall have uniform color reasonably straight grains and shall be free from large, loose, dead knots, cracks, shakes, warp, sound knot shall be more than 2.5 cm. In diameter and aggregated area of all knots shall not exceed 1% of the area of the piece. There shall not be less than 4 growth rings per 2.5 cm width.

Timber is to be cut to the required sizes and lengths as soon as practicable after the works are begun and stored under cover so that the air will circulate freely around it. Joinery is to be prepared, immediately after the placing of the contract, framed up (but not bonded) and stored until required for fixing in position, when it is to be bonded and wedged up. Any portions that warp or develop shakes or other defects are to be replaced before wedging up. The whole of the work is to be framed and finished in a proper and workman like manner, in accordance with the detailed drawings, and fitted with all necessary motets straps, belts screws etc. Running bounded joints are to be cross-tongued with teak onguese and where over 1-1/2" thick double cross tongued. Joiner's work generally is to be finished with fine class papered surfaces unless otherwise specified.

Templates boxes and moulds shall be accurately set out and rigidly constructed so as to remain accurate during the time they are in use.

Grounds are to be clean shown, free from large knots, splayed as required, plugged and fixed to walls etc. At 1'-6" centers.

Wood plugs are to be put cut on the twist. Patent wall plugs or plastic filling may be used in lieu of wood plugs with the approval of the architect.

All unexposed surfaces of timber e.g. fails ceilings, backings fillets backs of doors frames backs of doors frames, cupboard framing, grounds etc. Are to be treated with two coats of approved timber preservative like soigné, kirticite, term seal or castral or vacuum pressure impregnated with and approved water soluble timber preservative before fixing or bedding.

Timber shall be well seasoned and of the best quality Indian teak of specified species. Timber shall be considered as well seasoned, if its moisture content does not exceed the following limits.

(1) timber for frames. . . . . 14%

(2) timber for planking, shutters etc. . . 12%

The moisture content of timber shall be determined according to method described in paragraph 4 of is 287 for "maximum permissible moisture content of timber used for different purposes in different climatic zones".

In measuring cross-sectional dimensions of the frame pieces tolerance up-to 1.5mm shall be allowed for each planed surface.

### **Carpentry & Joinery:**

The carpenter and joiner shall include the finishing of all labor, materials, equipment, and appliances required to complete the work including the installation of hardware as per the drawing. The timber shall be of the quality as described on the drawings or in the bills of quantities, shall be seasoned and uniform in texture, free from fungal growths, knots, wanes, open shake borer holes, rot, decay, discoloration, soft or spongy spots, holes, rot, decay, discoloration, soft or spongy spots, hollow

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pockets, patch or box heart and all other defects.

Skilled workmen, using proper tools, shall carry out all the carpenter's work. All joints shall be securely nailed without splitting the wood. Wherever it is necessary the members shall be lapped or joined by g.i. staples or extra wood blocks. All joints and nailing shall be done in neatness, and shall be approved by the architects. All assembly is exactly at right angles.

Finish woodwork and joinery including doors shall be surfaced with straight without any warp of bow and shall have smooth, well-planned faces at right angles to each other. The frame members shall be planned on the three sides exposed at right angles to each other.

All joinery work shall be securely mortised and tanned with synthetic resin conforming to I.S. 851-1957. Heads, posts, transoms, mullions of door and window frames shall be made out of single pieces of timber only. The heads and posts shall be thought - tanned into the mortises of not less than ½". Solid wood panels of not less than 5" and not more than 8" in width shall be used and jointed together with tongue and groove joint.

All interior wood finish doors, cabinetwork shall be smoothly traded and sanded after erection, until all defects are entirely removed. Assembled door frame without sills shall be fitted with temporary stretchers. All exposed wood and plywood shall be straight-grained method grain and color and shall be approved by the architects. Interior wood finished doors cabinets and other fixed wooden equipments shall be properly installed, level plumb and true. But joints shall be avoided wherever possible; if unavoidable the joint shall be leveled. All exterior angles shall be mitered. Adjoining interior woodwork shall match and harmonies. All woodwork in contact with masonry shall be painted with bitumen paint or red oxide paint.

#### **Joints:**

All joints will be standard, mortised and tenon, dovetail, dowel, cross-halved, metered, tongued and grooved and rebated. Nailed or glued but joints, will not be permitted exceptional cases, ailed but joints will not be accepted. All joints shall be smeared with white lead.

Whenever solid wood is specified it shall be as per I.S.I. and of good quality. The type of wood shall be got approved before collecting the same on site. Fabrication of wooden members shall be started only after approval. It shall be free from large, loose, dead or cluster knots, flows, shakes, wraps, bends or any other defect. It shall be uniform in substance and of straight fibers as far as possible. It shall be free from rats, decay, harmful fungi and other dejects of nature which will affect the strength, durability of it usefulness for the purpose for which it is required. The color of wood shall be uniform as far as possible. The scantlings planks etc. Shall be seen in straight lines and planes in the direction of grain and have uniform thickness.

#### **Plywood:**

Plywood for general purpose shall confirm I.S. 303 MR grade & I.S. 710 B.W.P. / marine grade as specified. It shall be formed with 0.8 mm. Thicknesses commercial face veneers and 1.5 mm. Thicknesses. Intermediate veneers in two opposite grain direction shall be 1:1. The moisture content shall not be more than 12.5% by mass. It shall either be kit ply make or other equivalent approved make. Where B.W.P. grade is specified it should be boiling waterproof confirming to I.S. standards.

The plywood for general purpose shall conform to is I.S. 303 MR grade & I.S. 710 B.W.P. / marine grade as specified Cementing together thin boards or sheets of wood into panels makes plywood.

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There is always an odd number of layers 3,5,7,9 ply etc. The plies are placed so that grain of each layer is right angle to the grain in the adjacent layer.

According to is I.S. 303 MR grade & I.S. 710 B.W.P. / marine grade as specified the plywood for general purpose shall be of three grades namely I.S. 303 MR grade & I.S. 710 B.W.P. / marine grade as specified depending upon the adhesives used for bonding and veneers, and it will be further classified into six types namely aa, ab, ac, bb, bc and cc based on the quality of the two face, each face being of three kinds namely, a, b and c.

I.S. 303 MR grade & I.S. 710 B.W.P. / marine grade as specified formed with 0.8 mm. Thickness commercial face veneers and 1.5 mm. Thick intermediate veneers in to two opposite grain direction. The moisture content shall not be more than 12.5 % by mass. Where B.W.P. grade is specified it should be boiling waterproof conforming to Indian standards.

#### **Laminates:**

All the laminate to be used shall be of 1.0 mm (or 1.5 mm or 0.5 mm where specified) thickness in approved the color and shade as approved and specified by the architect. It shall be matt finish manufactured by recommended makes as per sample shown by the consultant unless otherwise specified. It shall satisfy all the I.S.I. standards for melamine coated laminated fiber board's before the use of such fiberboard laminated. The contractor shall have to take approval of the department of each sheet of the laminates.

#### **Fixtures & Fastenings:**

The fixtures and fastening, that is, butt hinges, tend strap hinges, sliding door bolts, tower bolts, door latch, bath room latch, handles, door stoppers, casement window fasteners, casement stays and ventilators catch shall be made of the metal as specified in the item or its specifications.

They shall be of S.S., S.S. brush finish, iron, brass, aluminum, chromium plated iron, and chromium plated brass, copper oxidized iron, copper oxidized brass or anodized aluminum as specified.

The fixtures shall be heavy type. The fixtures and fastenings shall be smooth finished and shall be such as will ensure ease of operation.

The samples of fixtures and fastening shall be got approved as regards quality and shape before providing them in position. Brass and anodized aluminum fixtures and fastenings shall be bright finished.

Screws, nails, bolts will be of brass or other no corrosive metal. In hardware, they will match the finish of the hardware item. Nails, in a finished surface shall be neatly punched and the hole filled with wood filler matching the finish. Screws in a finished surface will be round head, raised head or sunk beneath the surfaces and the hole plugged with a wood plug with matching color and grain of the wood surface as directed.

S.S. fittings should be proper polish finished.

Screws, nails, bolts, will be of brass or non-corrosive metal. In hardware, they will match with the hardware items.

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Nails, in a finished surface shall be neatly punched and the holes filled with wood filler matching the finish. Screws, in a finished surface will be round head, raised head or sunk beneath the surfaces and the hole plugged with a wood plug with matching color and grain of the wood surface, unless especially detailed

**Hardware:**

Hinges, locks, latches, door tracks etc. Shall be as specified and as far as possible, by the manufacturer specified. In any variation of this quality of the substitute shall be equal to or better than the original specified, and the samples shall be submitted to the architect for prior approval.

**Hardware and metals:**

The hardware throughout shall be of approved brand and supply well-made and equal in every respect to the samples deposited with the architect. The contractor may be required to produce and provide samples many different sources before the architect is able to make the decision and he should allow in his rates for doing so.

Fittings generally shall have a brass finish or powder coated finish unless otherwise specified and should be suitable for their intended purposes.

Screws are to match the finish of the article to be fixed and to be rounded or flat headed or counter sunk as required.

Cover up and protect at the brass or powder coated surfaces with a thick grease or other suitable material, renew as necessary and subsequently clean off and clear away on completion

All steel, brass, bronze, aluminum and stainless steel articles shall be submitted to a reasonable test for strength. If so required by the architect at the contractors expenses.

**Door closers:**

The overhead door closer shall be of standard make as listed by the architect. The overhead door closer shall be of color as approved by the architect. Fixing of the overhead door closer shall be done by and experienced worker preferable from the principal supplier of the item.

After successful installation of the overhead door closer the same shall be checked for speed of door closing. The contractor shall make necessary adjusted operating mechanism as per manufacturer's guidelines to arrive at most suitable operating speed. The selected operating speed should remain constant on all repeated operations. If an overhead door closer is found to lose its adjusted operating speed often during warranty period then the shall have to be replaced with a new piece without charging any extra.

In case of a steel frame door the overhead door closer shall have to be mounted on a special plate supplied by the manufacturer. No extra payment shall be due for such mounting plate.

The rate shall include all materials, labor, required civil work etc. Complete and shall be paid per no. Of overhead door closers installed.

**Paints:**

Lime for lime wash, dry distemper, oil bound distemper, cement primer, oil paint, enamel paint, flat oil

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paint, plastic emulsion paint, anti-corrosive primer, red lead, water-proof cement paint shall be from an approved manufacturer and shall conform to the latest Indian standard for various paints. Ready mixed paints as received from the manufacturer without any admixture shall be used, except for addition of thinner, if recommended by the manufacturer. However, if ready mixed paint of specified shed or tint is not available then only ready mixed paint with approved strainer will be allowed. In such a case, the contractor shall ensure that the shade of the paint so allowed shall be uniform.

All the paints shall met with following general requirements:

Paint shall not show excessive setting in a freshly opened full can and shall easily be redispersed with a paddle to a smooth homogeneous state. The paint shall show no curdling, leveraging, cracking or color separation and shall be free from lumps and skins.

Paint as received shall brush easily; possess good leveling properties and show no running or sagging tendencies.

The paint shall not skin within 48 hours in a three quarters filled closed container.

The paint shall dry to a smooth uniform finish free from roughness, grit, unevenness and other imperfections.

General: wherever scaffolding is necessary, it shall be double scaffolding.

The surface shall be thoroughly brushed free from mortar droppings, and foreign matter. All steel work shall be cleaned of loose rust, mill scales, etc. So as to expose the original surface. All broken edges, cracks, loose-plaster and wavy surface shall be brought up either by patch plasterwork or by plaster of Paris.

All materials viz. Dry distemper, oil bound distemper, oil paint, flat oil paint, synthetic enamel paint, plastic emulsion paint, cement primer, red lead and other primers and metallic paints shall conform to respective i.s. specifications and shall be obtained from approved manufacturers.

**Painting - Flat / Plastic emulsion etc.:**

Ready mixed flat oil paint, plastic emulsion paint, ready mixed synthetic enamel paint, aluminum paint, etc. Shall be brought in original containers and in sealed tins, if for any reason thinner is necessary, the brand and quality of thinner recommended by the manufacturer or as instructed by the architect shall be used.

The surface shall be prepared as specified above and a coat of approved primer shall be applied. After 24 hours drying, approved or specified quality paint shall be applied evenly and smoothly. Filler putty coating may be given to give a smooth finish. Each coat shall be allowed to dry out thoroughly and then lightly rubbed down with sand paper and cleaned of dust before the next coat is applied. Number of coats shall be as specified in the item and if the finish of the surface is not uniform, additional coats as required shall be applied to get good and uniform finish at no extra cost. After completion no hair marks from the brush or clogging of paint puddles in the corners of panels, angles or moldings etc. Shall be cleaned of stains.

Pigmented priming coat (emulsion thinned with water) followed by three or more finishing coats of plastic emulsion paint. Pasted filler to be applied after every coat exempting the final finishing coat and

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sanded. When the final coat is applied, if directed the surface shall be rolled with a roller or if directed, it shall be stippled with a stippling brush.

#### **Enamel paints**

Oil paints shall be of first quality and of the specified color and shade, and as approved. The ready mixed paints shall be only used. However, if ready mixed paint of specified shade or tint is not available while ready mixed paint with approved strainer will be allowed. In such a case, the contractor shall ensure that the shade of the paint so allowed shall be uniform.

#### **All the paints shall meet with the following general requirements:**

Paint shall not showed excessive setting in a freshly opened full can and shall easily be redispersed with a paddle to a smooth homogeneous stage. The paint shall show no curdling levering, caking or color separation and shall be free from lumps and skins.

Paint as revived shall brush easily; possess good leveling properties and show no running or sagging tendencies.

The paint shall not skin within 48 hours in a three quarters filled closed container.

The paint shall dry to a smooth uniform finish free from roughness, grit, unevenness and other imperfections.

Ready mixed paint shall be used exactly as received from the manufacturers and generally according to their instructions and without any admixtures what so ever.

#### **French polish:**

The French polish of required tint and shape shall be prepared with the below mentioned ingredients and other necessary material:

- (i) denatured spirit of approved quality
- (ii) chandras
- (iii) shellac
- (iv) pigment

The French polish so prepared shall conform to is 348.

#### **French polishing:**

French spirit polish shall be an approved make conforming to i.s.: 348. If it has to be prepared on site, dissolving 0.7 kg shall make the polish. Of best shellac in 4.5 liters of mentholated spirit without heating. To obtain required shade pigment may be added and mixed.

Surface shall be cleaned. All unevenness shall be rubbed down smooth with sand paper and well dusted. Knots, if visible, shall be covered with a preparation of red lead and glue. Resinous or loose knots and gaps shall be filled with seasoned timber pieces and made level with rest of the surface. Holes and indentations on surface shall be filled with putty made of whiting and linseed oil. Surface shall be given a coat of filler made of 2.25 kg. Of whiting in 1.5 liter of mentholated spirit. When it dries, surface shall again be rubbed down perfectly smooth with sand paper and wiped clean.

Piece of clean fine cotton cloth and cotton wool made into shape of pad shall be used to apply polish.

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The pad shall be moistened with polish and rubbed hard on the surface applying the polish sparingly but uniformly and completely over the entire surface. It shall be allowed to dry and another coat applied in the same way. To give CIVIL coat the pad shall be covered with a fresh piece or clean fine cotton cloth, slightly damped with mentholated spirit and rubbed lightly and quickly with a circular motion, till the finished surface attains uniform texture and high glass.

**Wax polishing:**

Wax polish shall either be prepared on site or obtained ready made from market. Polish made on the state shall be prepared from a mixture of purr bees wax, linseed oil, turpentine oil and varnish in the ration or 2:1 ½:1: ½ by weight. The bee's wax and the boiled linseed oil shall be heated over a slow fire. When the wax is completely dissolved the mixture shall be cooled till it is just warm, and turpentine oil and varnish added to it in the required proportions and the entire mixture is well stirred.

Surface shall be prepared as described under "French polishing" except that the final rubbing shall be done with sand paper, which has been slightly moistened with linseed oil.

Mixture or polish shall be applied evenly, with a clean cloth pad in such a way that no blank patches are left, and rubbed continuously for half an hour. When the surface is quite dry a second coat shall be applied in the same manner and rubbed continuously for an hour or until the surface is dry. Final coat shall then be applied and rubbed for two hours or more if necessary, until the surface has assumed a uniform glass and is quite dry showing no sign of stickiness when touched. Glass rubbing must be continuous and with uniform pressure and frequent change is direction.

**Glass:**

All glass shall be of best quality, free from flaws, specks, bubbles, veins, smokes, air holes blisters and other defects. The thickness and kind of glass to be used shall be as mentioned in the item or as shown in detailed drawing. The thickness of glass panel shall be uniform. All glass shall be of approved make by the architect and conforming to is 3548.

All glass shall be float glass of the best quality, free from specks, bubbles, smokes, veins, air holes, blisters and other defects. The kind of glass to be used shall be as mentioned in the item or specification or in the special provisions or as shown in detailed drawings thickness of glass panel shall be uniform. All glass to be approved manufacture complying with is: 3548-1966 or as per approved quality and sample.

The compound for glazing to metal is to be special non-hardening compound manufacture for the purpose and of 9 brands and quality approved the interior designer.

In cutting glass, proper allowance shall be made for expansion. Each square of glazing to be in one whole sheet and after cutting the edges to be properly filled.

On completion, clean all glass inside and out, replace all cracked scratched or broken panes and leave in good condition to the satisfaction of the architect.

The contractor shall furnish all labor, materials, and equipments required for the installation of glass and glazing items.

The glass shall be of the type, quality and substance specificity in the bills of quantities.

In case of the glass being supplied by the owners, the contractor shall take the delivery of the glass at

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site and shall be responsible for proper handling and stacking. We shall insure glass against theft, fire, etc.

The contractor shall replace at his own expense all broken, damaged or disfigured glass caused in the execution of the work of faulty installation, before the virtual completion of the work.

Patterned or translucent glass shall be 4 mm. In thickness and shall be approved by the architects.

Sheet glass shall be in 5 mm. In thickness. Wired glass shall be 6 mm. In thickness.

The putty used for glazing metal door, window or ventilator shall conform to I.S. 420:1953.

Before installation of the glass, the contractor shall ensure against the following:

All glazing rebates shall be square, putty, true in plane, clear, dry and free of dust. The frames shall be adjusted before glazing. The weight of the glass in side hung casement causes it to drop slightly on its hinges. Before glazing it shall be set in slightly high position in its frame. Glass edges shall be clean and cut to the exact size, chipped or damaged edges shall be rejected. Sashes shall be glazing in the closed position and shall not be open till the putty is set.

The glass shall be set in teak wood beading or metal glazing chips and so installed to achieve water lightness.

The platter glass shall be bedded on strips of leather or felt turned over the two sides of the glass to form packing between the glass and the metal coating. The ground glass shall be getting with smooth surface outside.

Glazing large panes of glass, or when heavy wind pressure is experienced, glazing bead may be used instead of front putty. In this case putty shall be applied to the face of the bead, which is in contact with glass. Putty would also be necessary, at the back.

Beads shall be of timber, rustproof steel or aluminum and shall have mitered corners. The position and size of the bead may depend on the thickness of glass used. The beads shall be fixed with screws 0" apart.

On completion of the job, all glass shall be thoroughly cleaned. All paint or other marks to be removed.

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## **SPECIFICATION FOR WORKMANSHIP**

### **Painting And Polishing: Various Readymade Paints:**

The surface to be painted shall be cleaned and all cracks, holes and surface defects shall be repaired with plaster of Paris. All irregularities shall be sand papered and wiped clean. The surface so prepared must be dry and free from dust.

The priming coat shall be applied over in the manner recommended by the manufacture in case of special paint. When no priming coat is specified by the manufacturer, putty composed of powdered whitening chalk mixed with double polished linseed oil of required workable consistency shall be applied to prepare a good, hard background in case of undecorated surfaces. The surface shall be then rubbed down again with a fine grade sand paper and made smooth.

The paint shall be of 1st quality and of specified color and shade and as approved.

Ready mixed paint as received from the manufacturer without any admixture shall be used, except for addition of thinner, if recommended by the manufacturer. However, if ready mixed paint of specified shade or tint is not available while ready mixed paint with approved strainer will be allowed. In such a case, the contractor shall ensure that the shade of the paint so allowed shall be uniform.

### **Polishing To Wood Work:**

Woodwork to be polished shall be finished smooth with plane. It shall then be rubbed smooth with medium and fine sand papers. In no case sand paper shall be rubbed across the grains. All holes, cracks, open joints and small defects if all allowed to remain by the architect shall be stopped with putty made from pure whiting mixed to the proper consistency with linseed oil.

Polish shall be applied in very thin coats with special fine haired varnishing brushes. Before applying first coat after stopping, the wood surface shall be rubbed down lightly with a fine sand paper taking care to rub along the grains and to leave the color even. The number of coats shall be as specified in the item.

### **Measurement:**

No separate measurement and payment shall be made for such finishing work. The cost of such finishing shall be included in the rate of related item of woodwork. But if the item is to be carried out independent item of measurement shall be as per is 1270.

### **Melamine polishing to wood work:**

All unevenness shall be rubbed down to smooth with sand paper and surface shall be cleaned of dust.

The wood to be polished should be first painted with filler composed of a mixture of whiting and mentholated spirit to obtain a good glass surface. The surface shall be again rubbed down for making perfectly smooth with sand paper.

The number of coats of melamine polish shall be as specified in the item. On the woodwork a pad of woolen cloth covered by fine cloth shall apply a thin coat of melamine polish. The pad shall be moistened with polish and rubbed on a surface in a series of overlaying circles, applying the polish

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uniformly over the entire area to give even surface. A trace of linseed oil on the face of pad facilitates this operation. The surface shall be allowed to dry and the remaining coats shall be applied in the same manner to finish off. The pad shall be covered with a fresh piece of clean fine cloth, slightly damped with mentholated spirit and rubbed lightly and quickly with circular motion. The finished surface shall have uniform texture and high glass. The melamine polish shall be applied with spray gun and even coating shall be applied to get the very good quality of finishes.

**Measurement:**

No separate measurement and payment shall be made for such finishing work. The cost of such finishing shall be included in the rate of related item of woodwork. But if the item is to be carried out independent item of measurement shall be as per IS 1270.

## LIST IF STANDARD MAKE

### LIST OF APPROVED MAKE FOR CIVIL WORKS

1) Ordinary Portland Cement	Ultratech, Birla, ACC, Lafarge.
2) White Cement	Birla, J.K.
3) TMT "Fe – 415/ 500 D" Ribbed bars	Tata, JSW, Electrotherm, RINL. (VIZAG). SAIL
4) Structural Rolled Steel sections-beams,	Tata, SAIL, RINL. tee, flats, angles, bars(round,square, hexagonal)
5) Structural Hollow steel sections	(Square & Tata, Asian, Jindal, Surya, Appolo. Rectangular)
6) Structural tubular sections	Tata, Asian, Jindal, Surya, Appolo.
7) Coarse Aggregates (machine cut)	6mm to 40mm sizes Approved quarry from Sevalia. (Hard black trap stone)
8) Stone Rubbles & Gravels	Approved quarry from Sevalia. (Hard black trap stone)
9) Shuttering plywood	Anchor, Green, Archid, Silicon, Century
10) Water proof/Marine grade plywood	as per Anchor, Green, Archid, Silicon, Century – IS – 710 (BWP)
11) Commercial Plywood –	IS – 303 (BWR) Anchor, Green, Archid, Silicon, Century
12) Decorative ply	(Veneer) Anchor, Green, Archid, Silicon, Century
13) MDF	Nuwood, Duratuff (exterior grade only)
14) Prelam particle board	Novapan, Bhutan. (exterior grade only)
15) Laminate sheet	Formica, Greenlam, Archid, Bloom, Aerolam.AICA
16) Cement bonded particle board	Shera ,NCL (Bison board), Everest (Eternite).
17) Calcium silicate board / Gypsum Board.	Saint Gobain (India Gypsum), Hilux ,Lafartz.
18) Flush door – decorative / non decorative	Anchor, Green, Archid, Silicon, Century
19) Compact sheet	Alfiaca, Sundek, Vir, Bloom, Formica, merino.
20) Dead Locks/ Mortise locks/ Narrow stile dead locks/ Tubular locks	Kich, Dorma, Dorset, Yale.
21) Float Glass / wired Glass, Mirror	Modi guard, Saint Gobain, Asai, HNG.
22) Reflective Glass	Saint Gobain, PPG, Asahi, Emirates, Pilkington.
23) Paver block	Vyara, Super eq..
24) MS Rolling shutter	Sona, Sagar, Suryoday, Gandhi,.
25) Precast terrazzo tiles & skirting( Mosaic)	Royal(rajkot) ,Alcock, Vyara, Nitco,.
26) Glazed tiles	Asian, Johnson, Somani, Kajaria, Nitco,
27) Ceramic tiles	Asian.Johnson, Somani, Nitco, Kajaria,
29) Vitrified tiles	Kajaria, Johnson, Simpolo, Nitco, Somany
30) Non-metallic floor hardener	Ironite
31) Glass mosaic	Bisazza, Palladio
32) <b>Construction chemicals</b>	
Plasticisers, Bonding agents, SBRmicro concrete	BASF, Fosroc
<b>Water proofing chemicals</b>	
Chemical Water proofing &	

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Integral water proofing compound  
Crystalline water proofing

Cico or Pidilite Penetron or Kryton

33) Silicon sealant/ Silicon paint  
Polysulphide sealant  
P.U sealant/

Wacker, Dowcorning, GE, Soudal, Bostik

34) Pre-coated steel roofing/ walling sheets  
550 Mpa

Pidilite, Chawksey, Sika (Exterior grade - UV resistant)

35) Polypropylene fibers  
36) Paint, primer, putty  
37) Liquor /Melamine /PU polish  
38) PVC Water stop  
39) Door Window Hardware,  
40) Floor spring  
41) Door closer  
42) Adhesives Wooden Adhesives  
Tile adhesives & grouting material  
43) Oil & water finish Double boiled  
44) Fire door  
45) Aluminum sections

Tata bluescope, Interarch, Nippon Dendro (poly steel)  
ShreePrecoated (Meta color)  
Nina concrete, Reliance  
Asian, Nerolac, ICI, Birla (putty), JK (Putty)  
MRF, Asian, ICI, ICA  
ArtiCables Baroda, Fixopan, Maruti.  
Kich, Dorma, Haffle, Palladium, Magnum  
Dorma. Mab, Haffle, Godrej, Inox, Ozone  
Dorma. Yale., Haffle, Godrej, Ozone  
Fevicol, Blue coat, Araldite.  
BAL, Laticrete, Kerakoll.  
CAT brand linseed oil & MTO of reliance  
Shaktimat, AGEW, Radiant.  
Jindal, Hindalco (Indal), Banco, Royal touch,  
Bhoruka, Pankaj, Alufit, Gulf extrusion.

46) Aluminum finish  
Interior works

Super durable powder coated  
(Akzonobel, Jotun, FullerAG)

Façade exteriors  
Non visible

PVDF finish (Valspar, PPG, Akzonobel)  
surface Chromatizing.

47) Aluminum Window locks, handle ,

Alualpha, Securestyle, Giessee, Roto, Geze, Savio,  
Frikstay

47a) Rough ground for Aluminium works

IS 710 ply, 6mm to 8mm thick or Ghana teak.

48) Gasket of infill panel for Aluminum

Amee rubber, gold seal, Osaka rubber, Maharashtra  
polymer, Maharashtra tyre & rubber industries.

49) Anchor Fasteners

Axel, Hilti, Fischer, Kundan, Mungo, Corroshield,  
Buildex

50) Spandrel Insulation

Glass wool

51) Wool felt/weather strip

Anand, reddiplex ltd.

52) Rust Remover/converter

Feovert (Krishna Conchem), Roff Rust Clear  
(Pidilite Industries)

53) Non-shrink general purpose grout

Fosroc, BASF

54) Anchoring chemical for rebar dowell bar

Hilti, Fischer, Axel

55) Roll down mosquito curtain

Netmos

56) Baker Rod, Expansion joint pre-moulded filler board Supreme.

Hilti, Axel.

57) SS clamps for cladding

Technal, Domal

58) Aluminium operable Louvers

Norton, tremco, bow.

59) Spacer tape

Bhoruka alum, Alufit alum, Ajit India, Alufin

60) Anodising

61) Glass Processor

For HS/HT, Bulletproof, DGU, Toughness,

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