

NIT NO:LUC/LHO/PRM/202307007



STATE BANK OF INDIA

CIVIL WORKS AT ADMINISTRATIVE OFFICE, VARANASI

Tender Documents Consisting of:

**NIT, General Rules and Instruction for the Guidance of Tenderer,
Form of Tender, Articles of Agreement, General Conditions
of Contract, Technical Specifications and
Bill of Quantities**

**Last date of submission: 09/08/2023 up to 3.30 pm
Technical bid opening date: 09/08/2023 at 4.00 pm**

**Premise & Estate Dept.
1st Floor, , Local Head Office,
Motimahal Marg,Hazratganj,
Lucknow : 226001**

**Phone : 0522-2295361
E-mail : agmpne.lholuc@sbi.co.in**

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STATE BANK OF INDIA

NOTICE INVITING TENDERS

STATE BANK OF INDIA INVITES ITEM RATE E-TENDERS UNDER TWO COVER SYSTEM (COVER-I TECHNICAL BID AND COVER-II PRICE BID) TECHNICAL BID ONLINE AND PRICE BID IN ELECTRONIC FORM THROUGH SEALED BID OPTION FROM BANK'S CONTRACTORS EMPANELLED UNDER CIVIL WORK CATEGORY (WORKS ABOVE 25 LACS UP TO 100 LACS) FOR CIVIL WORKS AT STATE BANK OF INDIA, ADMINISTRATIVE OFFICE BUILDING, VARANASI.

DETAILS ARE AS UNDER:

1.	Name of Work	:	Civil Works at SBI Administrative Office building, Varanasi.
2	Time allowed for completion	:	120 calendar days from the date of issue of work order or handing over the site whichever is later.
3	Earnest Money Deposit	:	Rs.84,000.00 in form of DD/ Banker's Cheque / Pay Order drawn on scheduled commercial bank payable at Lucknow to be submitted in physical form to AGM (P&E), SBI, LHO, Lucknow before opening of the tender. (Exemption of EMD will be considered on submission of valid MSME registration certificate in the relevant category of works only.)
4.	Security Deposit	:	As per clause No. 6.1 of Instructions to the Tenderers
5	Additional Security deposit	:	As per clause 6.1.1 of instructions to tenderers
6	Availability of Tender Documents	:	Tender documents to be downloaded from the Bank website www.sbi.co.in under the "SBI in the News> Procurement News". Tender document shall be available and can be submitted on e- tendering portal www.tenderwizard.com/SBIETENDER from
7	Last date and time of receipt of tenders	:	09.08.2023 up to 03:30 p.m
8	Address at which the tenders are to be submitted	:	The Assistant General Manager (P & E) State Bank of India Premises & Estate Department Ist Floor, B wing, Local Head Office Lucknow-226001.
9	Date and time for opening of e-	:	09.08.2023 at 04:00 p.m

	tenders		
10	Place of opening tenders	:	State Bank of India Premises & Estate Department 1st Floor, B wing, Local Head Office Lucknow-226001.
11	Defects Liability Period	:	12 months
12	Validity of offer	:	3 (Three) months from the date of opening of price bid of tender.
13	Liquidated Damages	:	@ 0.5% per week subject to a maximum of 5% of contract value.
14	Cover-I (Technical bid) :		To be submitted online. Scanned copy of all tender pages duly signed and stamped. Scanned copy of valid MSME registration certificate in the relevant category of works duly signed and stamped .
15	Cover-II (Price bid)		: to be filled online through https://etender.sbi/ .
16	Service Provider	:	<u>Service provider:</u> 1. M/s. Antares Systems Limited BD-52A, Rabindrapally, Kestopur, Near Frank Ross Pharmacy (Behind IDBI Bank) Kolkata – 700101 Contact - Mr. Kushal Bose 07686913157 / e-Mail: kushal.b@antaressystems.com / Mr. Tousik Ghosh 09674758724 e-Mail: tousik.g@antaressystems.com 2. M/s. Antares Systems Limited, Registered Office: #24, Sudha Complex, 3rd Stage, 4th Block, Bangalore – 560079, Karnataka. Ph.: 080-49352000 / 40482000 Fax: 080-49352034 Help Desk: 9073677150/ 151 / 152 / 9674758506 / 9674758723 / 26 / 033 4604 6611 Contact Persons: <i>(On working days 9 AM to 6 PM)</i> 1. Mr. Pravesh, Mobile No.: +91 9044314492 e-Mail: praveshmani.t@antaressystems.com 2. Mr. Pushpraj, Mob. +91 7503347659 e-Mail: pushpraj@antaressystems.com

17	Engineer-in charge	:	Shri Parag Roymedhi, AGM (Civil) Premises & Estate Deptt, LHO, Lucknow (9402506994)
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SBI reserves its rights to accept/reject any/all tender without assigning any reasons whatsoever and to increase or decrease the quantities of any item and contractor has to execute the same at the rate quoted and no correspondence shall be entertained in this regard. Bank is not responsible for any postal delay in submission of technical bid hard copy.

For and behalf of State Bank of India

INSTRUCTIONS TO THE TENDERERS

Scope of Work

Civil works at **SBI, Administrative Office, Varanasi** including sanitary and plumbing works both dismantling and reconstruction as per approved layout.

1.1 Site and its location

The proposed work is to be carried out at **SBI, Administrative Office, Varanasi**.

2.0 Tender Documents

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

- (i) Instructions to tenderers
- (ii) General Conditions of Contract
- (iii) Special Conditions of Contract
- (iv) Drawings
- (v) Priced Bid

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

- a) Price Bid
- b) Technical Specifications
- d) Special Conditions of Contract
- e) General Conditions of Contract
- f) Instructions to Tenderers

2.3 Complete set of tender documents are available at service provider's website www.tenderwizard.com/SBIETENDER and Bank website www.sbi.co.in under the "SBI in the News> Procurement News"

2.4

The tender documents are not transferable.

3.0

Site Visit

3.1

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

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

4.0 **Earnest Money : Rs.84,000.00** in the form of Banker's Cheque / Demand Draft/ pay order issued by Scheduled Commercial Bank or Bank Guarantee from any Bank other than SBI in favour of SBI payable at Lucknow.

5.0 Initial Security Deposit

The successful tenderer will have to deposit a sum equivalent to 2% of contract value by means of D.D drawn in favour of AGM (P&E) State Bank of India, Local Head Office, Lucknow within a period of 15 days of acceptance of tender (less the EMD)

6.0 Security Deposit

6.1 Total security deposit shall be 5% of contract value. Out of this 2% of contract value is in the form of initial security deposit. Balance 3% shall be deducted from the final bill of the work. The SD will be released to the contractors after expiry of the 12 month defects liability period on satisfactory performance as specified in the contract.

6.1.1 Additionally Security Deposit (ASD)

In case L-1 bidder quotes rates below 7.5 % of estimated cost, the bidder will have to deposit additional security deposit (ASD) equivalent to difference of 92.5% of estimated cost (Rs.84,87,000.00) and quoted amount for due fulfilment of contract.

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

7.0 Signing of Contract Documents

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

8.0 Completion Period: 120 days

9.0 **Validity of Tender**

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

10.0 **Liquidated Damages**

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

11 **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 tenders 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. but excluding GST, which will be paid to the contractor separately on submission of Bill/Documents for onward payment to the Government Goods and Service Tax (GST) Department.

FORM OF TENDER (To be filled up by the Tenderer)

The Assistant General Manager (P & E)
State Bank of India
Local Head Office
Premises & Estate Department
Lucknow-226001

Dear Sir,

Re : Civil Works at SBI, Administrative Office, Varanasi.

1. I/We refer to the tender notice issued by your service provider **M/s Antares Systems Ltd.** on your behalf for Interior Works related to renovation of SBI, Administrative Office, Varanasi.
2. I/We do hereby offer to perform, provide, execute, complete and maintain the works in conformity with the drawings, conditions of contract, specifications, bill of quantities, rates quoted in the bill of quantities e-tender.
3. I/We have satisfied myself/ourselves as to the site conditions, examined the drawings and all aspects of the tender conditions. Subject to above, I/We do hereby agree, should this tender be accepted in whole or in part, to :
 - a) Abide by and fulfill all the terms and provisions of the said conditions annexed hereto;
 - b) Complete the works within 30 calendar days, as per the work programme enclosed with the tender in two or three shifts if considered necessary by the Owner/Architects at no extra cost to the Owner.

4. I/We have deposited the earnest money of **Rs.84,000.00** in the form of Bank Draft/Pay Order/Banker's Cheque I/We note, the Earnest Money Deposit will not bear any interest and is liable for forfeiture :
- i) If our offer is withdrawn within the validity period of acceptance.
Or
 - ii) If the Contract is not executed within 15 days from the date of receipt of the letter of acceptance.
Or
 - iii) If the work is not commenced within 14 days after issue of work order.

5. I/We understand that you are not bound to accept the lowest or any tender you receive.

6. Name of Partners/Directors of our Firm :

i)

ii)

iii)

iv)

Yours faithfully

Signature _____

Name of Partner/Director of the firm authorized to sign or Name of person having power of attorney to sign the contract (Certified true copy of Power of Attorney should be attached) Designation

Signature and address of witness a) Signature : _____

Name : _____

Address : _____

b) Signature : _____

Name : _____

Address : _____

ARTICLES OF AGREEMENT
(On Non-Judicial Stamp Paper of Rs.100.00)

ARTICLES OF AGREEMENT made this ___ day of -----Two thousand Twenty three between the State Bank of India, a body corporate created under the State Bank of India Act, 1955 and having its L.H.O. at Lucknow and many other places a (hereinafter referred to as "the OWNER") which expression shall include its successor or successors and assigns) of the ONE PART through the authorised officer Shri _____(designation).

AND

M/s. _____ having its registered office at _____(thereinafter referred to as the 'CONTRACTOR') of the OTHER PART.

WHEREAS the Owner is desirous of _____ (hereinafter called the 'Works').

AND WHEREAS the Owner in order to effectively carry out the Civil Works at SBI, Administrative Office, Varanasi (hereinafter referred to works).

AND WHEREAS the Owner has caused the plans, drawings and specifications, priced schedule of quantities of the work to be executed as per conditions of the contract and special conditions subject to which the offer of the Contractor shall be accepted.

AND WHEREAS the tender of the Contractor for_____

_____WHEREAS the contractor has deposited with the Owner Rupees _____ as Security deposit for the due performance of the agreement. AND WHEREAS the Owner has issued work order there for to the contractor.

AND WHEREAS said drawings _____ inclusive of the specifications, priced schedule of quantities, conditions of contract and special conditions (hereinafter collectively referred to as the said condition) have been signed by the parties hereto and the contractor has agreed to execute the works upon and subject to the said conditions._____

NOW IT IS HEREBY AGREED AS FOLLOWS :

1.In consideration of the payments to be made to the contractor as hereinafter provided the contractor shall upon and subject to the said conditions execute and complete the works shown upon the said drawings etc. and such further detailed drawings as may be furnished to the contractor by the said owner through the Architect as described in the said specifications and the said priced schedule of quantities.

2.The Owner will pay to the Contractor the sum of Rs._____ (Rupees _____) (hereinafter called the contract sum) or such other sum as shall become payable hereunder at the times and in the manner specified in the said conditions. However, the actual sum will be paid on the actual value of work done, irrespective of the contract sum.

3.The term 'the SBI' in the said conditions shall mean the said M/s. (Name of the Co/firm) and in the event of the said SBI ceasing to be the SBI for the purpose of this contract such other person or persons as shall be nominated for the purpose by the Owner.

4.The plans, agreement and documents above mentioned shall form the basis of this contract and all disputes to be decided in the manner prescribed in the conditions attached hereto.

5.The said contract comprises the building _____ works as above mentioned, and all subsidiary works connected therewith within the same site as may be ordered to be done from time to time by the said Owner even though said works may not be shown on the drawings or described in the said specifications or the priced schedule of quantities.

6.Notwithstanding what are stated in the special condition, conditions of contract and hereinbefore stated the Bank reserves to himself the right to alter the drawings and nature of the work and of adding to or omitting any items of works from or of having portions of the same carried out departmentally or otherwise and such alterations or variations shall be carried out without prejudice to this contract.

7.The said conditions shall be read and be treated as forming part of this agreement and the parties hereto will respectively be bound thereby and to abide by and submit themselves to the conditions and stipulations and perform the same on their parts to be respectively observed and preferred.

8. Any dispute arising under this agreement shall be referred to the arbitration of a sole arbitrator appointed with consent of the Owner and the contractor as indicated in the Article of the general conditions. The award of the arbitrator shall be final and binding on both parties.

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first hereinabove written.

WITNESS

For Owner

1.

2.

EXECUTANTS

1. OWNER

2. CONTRACTOR

* Common Seal

WITNESS

For Contractor

1.

2.

* In case of the company, the common seal be affixed pursuant to resolution of Board of Directors in accordance with Articles of Association of the Company the directors etc as the case may be affixing common seal may be initial in token thereof and also by putting their names.

GENERAL CONDITIONS OF CONTRACT

1.0

Definitions

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

1.1

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

1.1.1

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

1.1.2

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

1.1.3

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

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

1.1.4

‘Engineer’ shall mean the Bank Engineer.

1.1.5

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

1.1.6

‘Specifications’ shall mean the specifications referred to in the tender and any modifications thereof as may time to time be furnished or approved by the SBI “Month” means calendar month.

1.1.7

“Week” means seven consecutive days.

1.1.8

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

CLAUSE

1.0 Total Security Deposit

Total Security deposit comprise of :

Earnest Money Deposit
Initial Security Deposit
Retention Money
Additional Security Deposit

a) **Earnest Money Deposit : Rs.84,000.00** in the form of Banker's Cheque / Demand Draft/ pay order issued by Scheduled Commercial Bank or Bank Guarantee from any Bank other than SBI in favour of SBI payable at Lucknow

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

The amount of ISD shall be 2% of accepted value of tender. Balance of ISD (i.e. excluding EMD) is to be deposited in the form of D/D drawn in favour of AGM (P&E) , State Bank of India, Local Head Office , Lucknow payable at Lucknow on any scheduled commercial bank and shall be deposited within 15 days from the date of acceptance of tender.

c) **Retention Money**

Besides the ISD as deposited by the contractor in the above said manner the retention money shall be deducted from the running account bill at the rate of 10% of the gross value of work done by the contractor and claimed in each bill provided the total security deposit i.e. the ISD plus Retention Money shall both together not exceed 5% of the contract value. 50% of the total security deposit shall be refunded to the contractor without any interest on issue of Virtual Completion certificate by the SBI. 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 and obtained 'No complaints' certificate from the Bank.

d) Additionally Security Deposit (ASD)

In case L-1 bidder quotes rates below 7.5 % of estimated cost, the bidder will have to deposit additional security deposit (ASD) equivalent to difference of 92.5% of estimated cost and quoted amount for due fulfilment of contract. Such ASD could be in the form of FDR / Bank's guarantee in the Bank's name as per format approved by the Bank. On successful completion of work ASD will be returned to the contractor after expiry of the defect liability period. In case contractor fails to complete the work in time or as per tender specification or leave the job incomplete, the bank will be at liberty to recover the dues from ASD or to forfeit such ASD as the case may be within its sole discretion.

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

4.0 **Scope of Work**

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

5.0 i) **Letter of Acceptance**

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

ii) **Contract Agreement**

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

6.0 **Ownership of drawings**

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

7.0 **Detailed drawings and instructions**

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

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

8.0 **Copies of Agreement**

Two copies of agreement/tender document duly signed by both the parties in a non-judicial stamp paper of Rs.500/- with the drawings shall be handed over to the contractors.

9.0 **Liquidated Damages**

If the contractor fails to maintain the required progress in terms of clause 30 of GCC or to complete the work and clear the site including vacating their office on or before the contracted or extended date or completion without justification in support of the cause of delay, he may be called upon without prejudice to any other right of remedy available under the law to the SBI on account of such breach to pay a liquidated damages at the rate of 0.5% of the contract value per week subject to a maximum of 5% of the contract value.

10.0 **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 he shall be removed from the site immediately.

11.0 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, ordinances, rules, applicable to the contractor. If the contractor observes any discrepancy between the drawings and specifications, he shall promptly notify the SBI in writing. If the contractor performs any act which is against the law, rules and regulations he shall meet all the costs arising therefrom and shall indemnify the SBI any legal actions arising there from.

12.0 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 SBI/SBI 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 SBI the contractor shall be responsible for the same and shall at his own expenses rectify such error, if so, required to satisfaction of the SBI.

13.0 Protection of works and property

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

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

14.0 Inspection of Work

The SBI or their representatives shall at all reasonable time have free access to the work site and/or to the workshop, factories or other places where materials are lying or from where they are obtained and the contractor shall give every facility to the SBI for inspection and examination and test of the materials and workmanship. No person unless authorized by the SBI shall be allowed on the work at any time.

15.0 **Assignment and subletting**

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

16.0 **Quality of Materials, Workmanship & Test**

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

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

iii) **Cost of tests**

a) Test provided for in the specifications or BOQ :

The cost of making any test shall be borne by the contractor

b) Test not provided for in the Specifications or BOQ :

If any test is ordered by the SBI which is either to be carried out by an independent person at any place other than the site or the place of manufacture or fabrication of the materials tested or any Government/approved laboratory, then the cost of such test shall be borne by the contractor.

17.0 **Obtaining Information related to execution of work**

No claim by the contractor for additional payment shall be entertained which is consequent upon failure on his part to obtain correct information as to any matter affecting the execution of the work 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.

18.0 **Contractor's superintendence**

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

19.0 **Quantities**

- i) The bill of quantities (BOQ) unless or otherwise stated shall be deemed to have been prepared in accordance with the Indian Standard Method of Measurements and quantities. The rate quoted shall remain valid for variation of quantity against individual item to any extent subject to maximum variation of the contract value by 25%. All the amount paid under Clause 20 hereof as well as amounts of prime cost and provisional sums, if any, shall be excluded.
- ii) Variation exceeding 25%: The items of work executed in relation to variation exceeding 25% shall be paid on the basis of provisions of clause 22(e) hereof.

20.0 **Works to be measured**

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

21.0 **Variations**

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

22.0 Valuation of Variations

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

- a)
 - i) The net rates or prices in the contract shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced herein.
 - ii) Rates for all items, wherever possible should be derived out of the rates given in the priced BOQ.
- b) The net prices of the original tender shall determine the value of the items omitted, provided if omissions do not vary the conditions under which any remaining items of works are carried out, otherwise the prices for the same shall be valued under sub clause (c) hereunder.
- c) Where the extra works are not of similar character and/or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items or works are carried out, then the contractor shall within 7 days of the receipt of the letter of acceptance inform the SBI 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 SBI shall fix such rate or prices as in the circumstances in his opinion are reasonable and proper, based on the market rate.
- d) Where extra work cannot be properly measured or valued the contractor shall be allowed day work prices at the net rates stated in the tender of the BOQ or, if not, so stated then in accordance with the local day work rates and wages for the district; provided that in either case, vouchers specifying the daily time (and if required by the SBI) the workman's name and materials employed be delivered for verifications to the SBI at or before the end of the week following that in which the work has been executed.

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

23.0 **Final Measurement**

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

24.0 **Virtual Completion Certificate (VCC)**

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

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

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

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

25.0 **Work by other agencies**

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

26.0 **Insurance of Works**

26.1 Without limiting his obligations and responsibilities under the contract the contractor shall insure in the joint names of the SBI and the contractor against all loss or damages from whatever cause arising other than the excepted risks, for which he is responsible under the terms of contract and in such a manner that the SBI and contractor are covered for the period stipulated in clause 28 of GCC and are also covered during the period of maintenance for loss or damage arising from a cause, occurring prior to the commencement of the period of maintenance and for any loss or damage occasioned by the contractor in the course of any operations carried out by him for the purpose of complying with his obligations under clause.

- a) The works for the time being executed to the estimated current Contract value thereof, or such additional sum as may be specified together with the materials for incorporation in the works at their replacement value.
- b) The constructional plant and other things brought on to the site by the contractor to the replacement value of such constructional plant and other things.
- c) Such insurance shall be effected with an insurer and in terms approved by the SBI which approval shall not be unreasonably withheld and the contractor shall whenever required produce to the SBI the policy of insurance and the receipts for payment of the current premiums.

26.2 **Damage to persons and property**

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

- a) The permanent use or occupation of land by or any part thereof.
- b) The right of SBI to execute the works or any part thereof, on, over, under, in or through any lands.

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

26.3 Contractor to indemnify SBI

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

26.4 Contractor's superintendence

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

26.5 Third Party Insurance

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

26.5.2 Minimum Amount of Third Party Insurance

Such insurance shall be effected 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 SBI the policy or policies of insurance cover and receipts for payment of the current premiums.

26.5.3 The minimum insurance cover for physical property, injury, and death is Rs.5.0 lacs per occurrence with the number of occurrences limited to four. After each occurrence contractor will pay additional premium necessary to make insurance valid for four occurrences always.

26.6 **Accident or Injury to Workmen**

26.6.1 The SBI shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any 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.

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

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

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

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

26.6.4 Without prejudice to the other rights of the SBI against contractors, in respect of such default, the employer shall be entitled to deduct from any sums payable to the contractor the amount of any damages costs, charges, and other expenses paid by the SBI and which are payable by the contractors under this clause. The contractor shall upon settlement by the insurer of any claim made against the insurer pursuant to a policy taken under this clause, 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.

27.0 **Commencement of Works**

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

28.0 **Time for completion**

Time is the essence of the contract and shall be strictly observed by the contractor. The entire work shall be completed within a period of 120 calendar days from the date of commencement. If required in the contract or as directed by the SBI, the contractor shall complete certain portions of work before completion of the entire work. However the completion date shall be reckoned as the date by which the whole work is completed as per the terms of the contract.

29.0 **Extension of Time**

If, in the opinion of the SBI, the work be delayed for reasons beyond the control of the contractor, the SBI may 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 in writing at least 10 days before the expiry of the scheduled time and while applying for extension of time he shall furnish the reasons in detail and his justification if any, for the delays. While granting extension of time the contractor shall be informed the period extended time which will qualify for levy of liquidated damages. For the balance period in excess of original stipulated period and duly sanctioned extension of time by the SBI the provision of liquidated damages as stated under clause 9 of GCC shall become applicable. Further contract shall remain in force even for the period beyond the due date of completion irrespective whether the extension is granted or not.

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

31.0 Work during nights and holidays

Subject to any provision to the contrary contained in the contract no permanent work shall save as herein provided be carried on during the night or on holidays without the permission in writing of the SBI, 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 SBI. However the provision of the clause shall not be applicable in the case of any work which becomes essential to carry by rotary or double shifts in order to achieve the progress and quality of the part of the works being technically required/continued with the prior approval of the SBI at no extra cost to the SBI.

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

32.0 No compensation for restrictions of work

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

Provided that the contractor shall be paid the charges on the cartage only of materials actually and bona fide brought to the site of the work by the contractor and rendered surplus as a result of the abandonment, curtailment of the work or any portion thereof and then taken back by the contractor, provided however that the SBI 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 SBI shall be final.

33.0 Suspension of work

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

a) On account any default on the part of the contractor, or

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

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

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

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

34.0 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 SBI shall have the power to adopt any of the following course as they may deem best suited to the interest of the SBI.

- a) To rescind the contract (of which rescission notice in writing to the contractor by the SBI shall be conclusive evidence) and in which case the security deposit of the contractor shall be forfeited and be absolutely at the disposal of SBI.
- b) To employ labour paid by the SBI and to supply materials to carry out the work, or any part of the work, debiting the contractor with the cost of the labour and materials (the cost of such labour and materials as worked out by the SBI shall be final and conclusive against the contractor) and crediting him with the value of the work done, in all respects in the same manner and at the same manner and at the same rates as if it had been carried out by the contractor under the terms of this contract the certificate of SBI as to the value of work done shall be final and conclusive against the contractor.
- c) To measure up the work of the contractor, and to take such part thereof as shall be unexecuted, out of his hands, and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him (of the amount of which excess the certificates in writing of the SBI shall be final and conclusive) shall be borne by original contractor and may be deducted from any money due to him by SBI under the contract or otherwise, or from his security deposit or the proceeds of sale thereof, or sufficient part thereof.

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

35.0 **Owner's Right to Terminate the Contract**

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

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 or shall charge or encumber this contract or any payment due to which may become due to the contractor there under.

- a) Has abandoned the contract; or
- b) Has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for 14 days after receiving from the SBI written notice to proceed, or
- c) Has failed to proceed with the works with such diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or has failed to remove the materials from the site or to pull down and replace work within seven days after written notice from the SBI that the said materials were condemned and rejected by the SBI under these conditions; or has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this contract to be observed and performed by the contractor for seven days after written notice shall have been given to the contractor to observe or perform the same or has to the detriment of good workmanship or in defiance of the SBI's instructions to the contrary subject any part of the contract. Then and in any of said cases

the SBI and or the SBI, 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 SBI or the obligation and liabilities of the contractor the whole of which shall continue in force as fully as if the contract had not been so determined and as if the works subsequently had been executed by or on behalf of the contractor. And, further the SBI, their agents or employees may enter upon and take possession of the work and all plants, tools, scaffoldings, materials, sheds, machineries lying upon the premises or on the adjoining lands or roads, use the same by means of their own employees or workmen in carrying on and completing the work or by engaging any other contractors or persons to complete the work and the contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractor or other persons employed for completing and finishing or using the materials and plant for the works.

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

36.0 Certificate of Payment

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

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

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

The SBI may by any certificate make any corrections required in previous certificate.

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

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

The contractor shall not submit interim bills when the approximate value of work done by him is less than Rs.5.0 lacs and the minimum interval between two such bills shall be one month.

The final bill may be submitted by contractor within a period of one month from the date of virtual completion and SBI 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.

37.0 **Settlement of Disputes and Arbitration**

Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality of workmanship of 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 (P & E), State Bank of India, Local Head Office, Premises Department, Lucknow-226001** and endorse a copy of the same to the Architect, within 30 days from the date of disallowance thereof or the date of deduction or recovery. The said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount claimed and the contractor shall not be entitled to raise any claim nor shall the Bank be in any way liable in respect of any claim by the contractor unless notice of such claim shall have been given by the contractor to the Assistant General Manager (P & E), State Bank of India, Local Head Office, Premises Department, Lucknow-226001 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 (P & E), State Bank of India, Local Head Office, Premises Department, Lucknow-226001 in writing in the manner and within the time aforesaid.
- ii) The Assistant General Manager (P & E), State Bank of India, Local Head Office, Premises Department, Lucknow-226001 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 (P & E), State Bank of India, Local Head Office, Premises Department, Lucknow submit his claims to the conciliating authority namely the Circle Development Officer, State Bank of India, Local Head Office, Lucknow-226001 for conciliation along with all details and copies of correspondence exchanged between him and the Assistant General Manager (P & E).

- iii) If the conciliation proceedings are terminated without settlement of the disputes, the contractor shall, within a period of 30 days of termination thereof shall give a notice to the concerned Chief General Manager of the Bank for appointment of an arbitrator to adjudicate the notified claims falling 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 and who will be Dy General Manager & Chief Engineer. It will also be no objection to any such appointment that the Arbitrator so appointed is a Bank Officer and that he had to deal with the matters to which the Contract relates in the course of his duties as Bank Officer. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid by the said Chief General Manager. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.
 - 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. However, no fees will be payable to the arbitrator if he is a Bank Officer.
 - 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 who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

38.0 Water Supply

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

- i) That the water used by the contractor shall be fit for construction purposes to the satisfaction of the SBI.
- 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 SBI is unsatisfactory.

38.1 The contractor shall construct temporary well/tube well in SBI land for taking water for construction purposes only after obtaining permission in writing from the SBI. The contractor has to make his own arrangements for drawing and distributing the water at his own cost. He has to make necessary arrangements, to avoid any accidents or damages caused due to construction and subsequent maintenance of the wells. He has to obtain necessary 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 SBI.

39.0 **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 for the power supply and include the same in his tendered rates and hold the owner free from all such costs. He has to obtain necessary approval from the appropriate authorities, if required.

40.0 **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.

41.0 **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 SBI shall be final and binding on the contractor.

42.0 **Maintenance of Registers**

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

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

43.0 **Price Variation Adjustment (PVA)**

Not Applicable

44.0 **Force Majeure**

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

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

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

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

45.0 **Local Laws, Acts, Regulations**

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

- i) Minimum Wages Act, 1948 (Amended)
- ii) Payment of Wages Act 1936 (Amended)
- iii) Workmen's Compensation Act 1923 (Amended)

- iv) Contract Labour Regulation and Abolition Act 1970 and Central Rules 1971 (Amended)
- v) Apprentice Act 1961 (Amended)
- vi) Industrial Employment (Standing Order) Act 1946 (Amended)
- vii) Personal Injuries (Compensation Insurance) Act 1963 and any other modifications
- viii) Employees' Provident Fund and Miscellaneous Provisions Act 1952 and amendment thereof
- ix) Shop and Establishment Act
- x) Any other Act or enactment relating thereto and rules framed there under from time to time.

46.0 SAFETY CODE: As per annexure attached

47.0 **Accidents**

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

SPECIAL CONDITIONS OF CONTRACT

1.0 Scope of Work

The scope of work is to carry out the Civil works at Admin. Office , Varanasi

2.0 Address of Site

SBI, Administrative Office, Varanasi

3.0 Dimensions and Levels

All dimensions and levels shown on the drawing shall be verified by the contractor on the site and he will be held responsible for the accuracy and maintenance of all the dimensions and the levels. Figured dimensions are in all cases to be accepted and no dimension shall be scaled. Large scale details shall take precedence over small-scale

drawings. In case of discrepancy the contractor shall ask for clarification from the SBI before proceeding with the work.

4.0 Notice of Operation

The contractor shall not carryout any important operation without the Consent in writing from the SBI.

5.0 Construction Records

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

6.0 Safety of Adjacent Structures and Trees

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

7.0 Temporary Works

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

8.0 Work Programme

As soon as the contract is awarded, a suitable programme of work preferably in the form of Bar chart shall be drawn up for computation of the different stages of the work, so as to ensure its completion within the allotted period of time. This programme shall be submitted by the contractor in consultation with Architect/PMC or Site Engineer.

9.0 Temporary Roads

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

10.0 Water, Power and Other Facilities

- a) The rate quoted by the contractor shall include all expenses that are required for providing all the water required for the work and the contractor shall make his own arrangements for the supply of good quality water suitable for the construction and good quality drinking water for their workers. If necessary the contractor has to sink a tube well/open well and bring water by means of tankers at his own cost for the purpose. The SBI will not be liable to pay any charges in connection with the above.
- b) The rate quoted in the tender shall include the expenses for obtaining and maintaining power connections and shall pay for the consumption charges.
- c) The contractors for other trades directly appointed by the SBI shall be entitled to take power and water connections from the temporary water and power supply obtained by the civil 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.
- d) The SBI as well as the SBI shall give all possible assistance to the contractors to obtain the requisite permission from the various authorities, but the responsibility for obtaining the same in time shall be of the contractor.

11.0 Office Accommodation

- a) The contractor shall provide and maintain all necessary offices, workshops, stores, shelters, sanitary facilities, canteens and other temporary structures for themselves in connection with the work at the site at their own cost after getting the approval from the SBI.
- b) A site office for the use of SBI/SBI shall be provided by the contractor at his own expenses.
- c) All temporary buildings and facilities as mentioned above shall be removed on completion of the work or at any other earlier date as directed by the Engineer.

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

12.0 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.

13.0 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.

14.0 Fire Fighting Arrangement

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

15 Site Order Book

A site order book shall be maintained at site for the purpose of quick communication between the SBI. Any communication relating to the works may be conveyed through records in the site order book and signed by the Owner/Architects/Site Engineer. 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 SBI as and when demanded. Any instruction which the SBI may like to issue to the contractor or the contractor may like to bring to the SBI two copies of such instructions shall be taken from the site order book and one copy will be handed over to the party against proper acknowledgement and the second copy will be retained for their record.

16.0 Temporary Fencing/Barricading

The contractor shall provide and maintain a suitable temporary fencing/barricading and gate 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 SBI 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.

17.0 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 SBI.

18.0 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 SBI at his own cost. It is the responsibility of the contractor to obtain from the local authorities concerned to the effect that all rubbish arising out of contractor's activities at the construction site or any other off-site activities borrow pits has been properly disposed of.

19.0 Contractor to verify site measurement

The contractor shall check and verify all site measurements whenever requested by other specialists contractors or other sub-contractors to enable them to prepare their own shop drawings and pass on the information with sufficient promptness as will not in any way delay the works.

20.0 As Built Drawings

- i) For the drawings issued to the contractor by the SBI.

The SBI will issue drawings to the Contractor for the items for which some changes have been made from the approved drawings as instructed by the SBI/SBI. The contractor will make the changes made on these copies and return these copies to the SBI for their approval. In case any revision is required or the corrections are not properly marked the SBIs will point out the discrepancies to the contractor.

The contractor will have to incorporate these corrections and/or attend to discrepancies either on the copies as directed by the SBI and resubmit to him for approval. The SBI will return one copy duly approved by him.

- ii) For the Drawings prepared by the Contractor

The contractor will modify the drawing prepared by him whenever the changes are made by the SBI/SBI and submit two copies of such modified drawings to the SBI for approval. The SBI shall return one copy of the approved drawing to the contractor.

21.0 Approved Make

The contractor shall provide all materials from the list of approved makes. The Bank may approve any make/agency within the approved list as given in the tender. In case of non-availability of particular brand, prior approval will be required from Bank for using them in the work.

22.0 Procurement of Materials

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

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

24.0 Acceptance of Tender

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

25.0 Government and Local Rules

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

26.0 Possession Prior to Completion

The Owner shall have the right to take possession of or use any completed or partially completed part of the work. Such possession or use shall not be an acceptance of any work not completed in accordance with the contract Agreement.

27.0 Tools, Storage of Materials, Protective Works and Site Office Requirements

(i) The contractor shall provide, fix up and maintain in an approved position proper office accommodation for the contractor's representative and staff which offices shall be open at all reasonable hours to receive instruction notices or communications and for storage of tools, etc and clear away the same on completion of the works and make good all work disturbed.

(ii) All drawings maintained on the site are to be carefully mounted on boards of appropriate size and covered with a coat of approved varnish. They are to be protected from ravages of termites, ants, and other insects and made available to the Owner/Architects for inspection or such other purposes they may require.

(iii) The contractor shall provide at his own cost all artificial light required to complete the work within the specified time.

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

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

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

(vii)The contractor shall not fix or place any placards or advertisement of any description or permit the same to be fixed or placed or upon any boarding gantry, building structure other than those approved by the Owner.

(viii)Protective Measures: The contractor from time to time of being placed possession of the site must make suitable arrangements for watching, lighting and protecting the work, the site and surrounding property by day, by night, on Sundays and other holidays.

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

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

(xi) Storage of Materials : The contractor shall provide and maintain proper sheds for the proper storage and adequate protection of materials etc and other work that may be executed on the site including the tools and materials of nominated sub-contractors and remove same on completion.

(xii) Cement godown shall be constructed for storing cement. The structure shall be waterproof from all the sides & top. Cement should be stored one feet above the ground level and have pucca raised floor.

(xiii)Steel materials are to be stored above the ground level to prevent the same from getting rusted.

(xiv)Tools :

All measuring tapes shall be of steel. Suitable scaffolding and ladders that may be required for safe working and taking measurement shall be supplied by the contractor.

(xv)The mistries and the supervisors on the works shall always carry with them a one meter or two meter steel tape, a measuring tape of 30 meters, a spirit level, a plumb bob and a square and shall check the work to see that the work is being done according to the drawing and specifications. Electrical Mistries and Supervisors shall also carry one test lamp with leads and one neon tester and necessary working instruments. The Site Engineer will use any or all measuring instruments or tools belonging to the contractors as he chooses for checking the works executed or being executed on the contract.

(xvi)The contractor should cover in his rates for making provisions for all reasonable facilities for the use of his scaffolding, tools and plant etc by nominated sub-contractors for their work.

28.0 Datum

The average ground level will be considered as the crown of the nearest road, which should be taken as "Datum" which is however, subject to final confirmation by the Owner/Architects. All levels shown in the drawings are to be strictly adhered to.

29.0 Removal of Improper Work

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

30.0 Dismissal of Workmen

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

31.0 Concealed Work

The contractor shall give not less than 5 days' notice to the Owner/Architects whenever any work is to be buried in the earth, concrete or in the bodies of walls or otherwise becoming inaccessible later on, in order that the work may be inspected and correct dimensions taken before such burial. In default whereof the same shall, at the opinion of the Owner/Architect be either opened up for measurement at the contractor's expense or no payment may be made for such materials. Should any dispute or differences arise after the execution of any work as to measurements etc or other matters which cannot be conveniently tested or checked, the notes of the Owner/Architects shall be accepted as correct and binding on the contractor. the Owner/Architect be either opened up for measurement at the contractor's expense or no payment may be made for such materials. Should any dispute or differences arise after the execution of any work as to measurements etc or other matters which cannot be conveniently tested or checked, the notes of the Owner/Architects shall be accepted as correct and binding on the contractor.

32.0 Substitution

Should the contractor desire to substitute any materials and workmanship, he/they must obtain the approval of the Owner/Architects in writing for any such substitution well in advance. For materials designated in the specifications indefinitely by such term as "Equal" or "Other approved" etc specific approval of the Owner/Architects shall be obtained in writing.

33.0 Inspection on Completion

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

34.0 Defects after Completion

The contractor shall make good at his own cost and to the satisfaction of the Owner all defects and other faults which may appear within 12 months after completion of the work. In default, the Owner may employ other persons to amend and make good such damages, defects etc. Expenses consequent thereon or incidental thereto shall be recoverable from the contractor by the Owner from any money due to the contractor. In the event of the amount being insufficient the Owner may recover the balance from the contractor, from the amount retained under Clause No. 1 (Total Security Deposit) of General Conditions of Contract together with any expenses the Owner may have incurred in connection therewith.

35.0 Idle Labour

Whatever the reasons may be, no claim for idle labour, additional establishment cost of hire and labour charges of tools and plants would be entertained under any circumstances.

36.0 Guarantee for the Specialized Works

Wherever provision for submission of a guarantee has been advised, the same shall be submitted from the specialized agency along with a counter guarantee by the main contractor engaged for the work. The guarantee shall be furnished on a non-judicial stamp paper of appropriate value. If the contractor is required to submit guarantee/ guarantees for any item/items for a period of more than 12 months, the guarantee/ guarantees in case of those items shall remain valid even after expiry of the defect liability period of 12 months as stipulated in the contract.

37.0 Declaration

I/We have inspected the site of works and have made me/us fully acquainted with the local conditions in and around the sites of works. I/We hereby declare that I/We have gone through the conditions laid down in the Notice Inviting Tender, General Conditions of Contract, Special Conditions of Contract, Additional Conditions for Electrical Installation, Technical Specifications and understood the same and on the basis of the same I/We quoted our rates in the schedule of quantities attached with the tender documents.

I/We shall also uniformly maintain such progress with the work, as may be directed by the Owner/Architects to ensure completion of same within the target date as mentioned in the tender document.

Signature of Tenderer

Witness :

Address :

Date :

38.0 Protection of Work and Property

The contractor shall continuously maintain adequate protection of all his work from damage and shall protect the Owner's property from injury or loss arising in connection with this contract. He shall make good any such damage, injury or loss, except due to causes beyond the contractor's control, and not due to his fault or negligence. He shall take adequate care and steps for the protection of the adjacent property. The contractor shall take all necessary precautions for the safety and protection of his employees on the works and shall comply with all applicable provisions of Government and Municipal safety laws and building codes to prevent accidents, or injury to persons or property on, about or adjacent to his premises where the works are being performed.

39.0 Scaffolding

The contractor shall make his own arrangement for provisions of necessary scaffolding for the work and include the same in the rates quoted by them. No additional cost shall be payable other than specified in the specified tender schedule.

40.0 Prices

The rates quoted by the Contractor shall be inclusive of all taxes and duties except GST and shall be firm throughout the tenure of the contract (including extension of time granted, if any) and will not be subject to any fluctuations due to increase in cost of materials, labour, excise duty, octroi, sales tax etc. However, PVA clause as stated elsewhere will not be in force and applicable.

41.0 Order of Precedence in case of Variance

If the stipulation of the various contract documents be at Variance in any respect one will override the other only (in so far as they are at variance) in the order of Precedence given below :

- i) Notice Inviting Tender

- ii) Schedule of Items
- iii) Technical Specification
- iv) Special Condition
- v) General Conditions of Contract.

42.0 Date of Commencement and Completion

The date of commencement will be the date on which the contractor is instructed to take possession of site.

The date of completion will be 120 calendar days as per completion period indicated in the Summary of Schedule of Items or N.I.T or General Conditions of Contract.

43.0 Co-operation/Co-ordination

If due to negligence, non-cooperation, non-coordination of the contractor executed work of other agency/contractor suffers damage, loss, etc., the damage, loss etc. will be got rectified by the Site Engineer and the cost will be recovered from the defaulting contractor. The decision of the Site Engineer/Architect/Owner in the matter will be final and binding on the contractor.

44.0 Payment

Within 30 days from date of receipt of bill.

45.0 Handing Over/Taking Over

The assets will be taken over from the contractor within about one month after the issue of completion certificate by the Owner/Architect. The contractor shall be responsible for the installation and its maintenance in all its aspect and respects until the installation is taken over by the Owner or his authorized representative. In case the handing over/taking over is delayed, extra financial implications for providing security etc. by the contractor shall be considered separately on the merits of the case.

46.0 Handing and taking over report and inventories/statements (in quadruplicate) at the time of handing over shall be prepared. The reports and inventories shall be signed by :

- a) The contractor (only the relevant papers)
- b) The site engineer, and
- c) Competent Authority in the Bank

47.0 Deduction of Income Tax

Deduction of Income Tax from the Contractor's bills shall made as per laid down instructions of the Ministry of Finance (Department of Revenue and Insurance), Government of India with its amendment, if any.

Revision of tax/duty structures or fresh imposition thereof shall be liable for deduction from the bills or any amount due to the contractor.

SAFETY CODE

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

RUNNING A/C BILL

- i) Name of Contractor/Agency :
- ii) Name of Work :
- iii) Sr No. of this bill :
- iv) No. and date of previous bill :
- v) Reference to Agreement No. :
- vi) Date of written order to commence :
- vii) Date of completion as per agreement

Sl. No.	Item Description	Unit	Rate (Rs.)	As per tender	
				Qty	Amount (Rs.)
1	2	3	4	5	

Upto Previous R/A Bill		Upto Date (Gross)		Present Bill		Remarks
Qty	Amount (Rs)	Qty	Amount (Rs.)	Qty	Amount (Rs.)	
6		7		8		9

Note : 1. If part rate is allowed for any item, it should be indicated with reasons for allowing such a rate.

2. If ad-hoc payment is made, it should be mentioned specifically. Net value since previous bill

II – ACCOUNT OF SECURED ADVANCE, IF ADMISSIBLE ON MATERIALS HELD AT SITE BY THE CONTRACTOR

No.	Item	Quantity	Unit	Amount	Remarks
1	2	3	4	5	6

Total Value of materials at site

Secured Advance @% of above value B

Certified (i) that the materials mentioned above have actually been brought by the contractor to the site of the work and no advance on any quantity of any of this item is outstanding on their security, (ii) that the materials are of imperishable nature and are all required by the contractor for use in the work in connection with the items for which rates of finished work have been agreed upon.

Dated signature of Site Engineer preparing the bill _____

Designation _____

Dated signature of Bank's Architects _____

(Name of the Architects)

Dated signature of Contractor

III. 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 at pages _____ to _____ of measurement book No. _____ .

Signature and date of
contractor

Signature and date of
Architect's representa-
tive (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

Site Engineer/
Bank's Engineer

MEMORANDUM FOR PAYMENT

R. BILL NO. _____

- | | | |
|---|---------------|---------------|
| 1. Total amount due since previous bill (D)
(A+B) | | Rs. _____ |
| 2. PVA on account of escalation in price of steel, cement and other materials and labour as detailed in separate statement enclosed | | Rs. _____ |
| 3. Deductions : | | |
| i) Secured Advance paid in the previous R.A. Bill | Rs. _____ | |
| ii) Retention money on value of works as per accepted tenders : upto date amount | Rs. _____ | |
| Less : Already recovered | (-) Rs. _____ | |
| Balance to be recovered | Rs. _____ | (-) Rs. _____ |
| iii) Mobilisation advance, if any) | | |
| a) Outstanding amount (Principal + Interest) as on date | Rs. _____ | |
| b) To be recovered in this bill | Rs. _____ | |
| iv) Any other departmental material cost to be recovered as per contract, if any) | Rs. _____ | |
| v) Any other departmental service charges to be recovered if any, as per contract (water, power etc) Enclose statement | Rs. _____ | |
| Total deduction as per contractor | Rs. _____ | (-) Rs. _____ |
| Net amount payable as per Contract (E-F) | Rs. _____ | Rs. _____ (G) |

(Rupees) in words

The bill amounting to(both figures and words) has been scrutinized by me after due test check of the measurement of works as required and is recommended for payment.

Dated signature of Bank's Engineer

In charge of the project

STATUTORY DEDUCTIONS :

1. Total amount due (E)	Rs. _____
2. Less : Income Tax Payable	Rs. _____
Net Payable	Rs. _____

The figure given in the Memorandum for Payment has been verified and the bill passed for payment Rs..... (Words and figures)

Date :

Signature of Premises Officer

PROFORMA OF CERTIFICATE OF PAYMENT BY ARCHITECTS

Certificate No. Interim/	Dated																			
Client :	Project No.	Building Work/Interior Work																		
	Particulars :																			
Contractor :	Contract/Letter NO.	Dated :																		
	Contractor's Bill No.	Dated :																		
<p>This is to certify that the amount given below (*) is due to your Contractors for the work done by them and/or against materials delivered at site and/or for advance towards contract on the above referred project.</p> <table style="width:100%; border:none;"> <tr> <td style="width:70%;">Advance against contract</td> <td style="text-align:right;">Rs. _____</td> </tr> <tr> <td>Less : Advance adjusted to-date</td> <td style="text-align:right;">Rs. _____</td> </tr> <tr> <td>Balance Advance</td> <td style="text-align:right;">Rs. _____</td> </tr> <tr> <td>Advance against material delivered at site</td> <td style="text-align:right;">Rs. _____</td> </tr> <tr> <td>Amount of work done to-date</td> <td style="text-align:right;">Rs. _____</td> </tr> <tr> <td>Total</td> <td style="text-align:right;">Rs. _____</td> </tr> <tr> <td>Less : Retention on work done</td> <td style="text-align:right;">Rs. _____</td> </tr> <tr> <td>Less : Previously certified upto</td> <td style="text-align:right;">Rs. _____</td> </tr> <tr> <td>PRESENT CERTIFICATE (*)</td> <td style="text-align:right;">Rs. _____</td> </tr> </table> <p>RUPEES</p> <p>The cost of cement or any other material supplied by you or payments made by you directly, if any and not covered herein above, should be adjusted before making the payment of the certified amount (*)</p> <p>Necessary Deduction U/S 194C of the Income Tax 1961 and sales tax may be made before paying the above certified amount.</p> <p>By a copy of this letter, we are intimating the Contractors to call on you for the necessary payment.</p>			Advance against contract	Rs. _____	Less : Advance adjusted to-date	Rs. _____	Balance Advance	Rs. _____	Advance against material delivered at site	Rs. _____	Amount of work done to-date	Rs. _____	Total	Rs. _____	Less : Retention on work done	Rs. _____	Less : Previously certified upto	Rs. _____	PRESENT CERTIFICATE (*)	Rs. _____
Advance against contract	Rs. _____																			
Less : Advance adjusted to-date	Rs. _____																			
Balance Advance	Rs. _____																			
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Total	Rs. _____																			
Less : Retention on work done	Rs. _____																			
Less : Previously certified upto	Rs. _____																			
PRESENT CERTIFICATE (*)	Rs. _____																			
Remarks, if any :																				
The details of Insurance Policy are given in the next page.																				
Signature of Architects _____																				
Enclosures : Bill																				

Client's Copy

DETAILS OF INSURANCE POLICIES

Type of policies	Name of Insurance	Amount Rs.	Policy No.	Validity
CAR Policy including 3 rd 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

PROFORMA OF HINDRANCE REGISTER

Name of Work : Date of state of work :

Name of Contractor : Period of completion :

Agreement No. : Date of completion :

Sr. No.	Nature of hindrance	Date of occurrence of hindrance	Date of which hindrance was removed	Period of hindrance	Signature SE/PE	Remarks
1	2	3	4	5	6	7

SE = Site Engineer
PE = Project Engineer

Signature and Seal of the bidder

PROFORMA FOR APPLICATION BY CONTRACTOR FOR EXTENSION OF TIME

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

Dated Month Year

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

Signature of Contractor

MAINTENANCE OF RECORDS

- A. Registers at the site office of the Bank's Engineer :
1. Measurement Books
 2. Drawings register
 3. Materials at site register
 4. Hindrance Register
 5. File and Register for Extra/Variation Items
 6. Site Order Book (In triplicate)
 7. Site Visit & Instructions Register
 8. Certified true copies of the contracts

LIST OF MATERIALS OF APPROVED BRAND AND/OR MANUFACTURE

The contractor shall use materials in their works subject to inspection prior to dispatch, by Owner or his authorized representative of any materials, as deemed necessary in accordance with the following list. All materials not otherwise specified shall be in accordance with the latest Indian Standard Specification, where such exists and subject to prior approval of Owner/Architect. The contractor shall be bound to offer sample of materials, which are claimed to be conforming to I S Specifications, for testing at an approved Test Laboratory as and when directed by Owner/Architect.

Contractor shall purchase all materials from the makers or their authorized stockists only. Necessary documentary evidences must be produced to the Owner or their authorized representative on demand. Contractor shall be bound to supply items of any make of the items as per the choice of the Owner/Architect.

<u>LIST OF APPROVED MATERIAL AND MAKES OF ITEMS</u>	
CIVIL WORK	
CEMENT (53 Grade)	ULTRATECH, JAYPEE, ACC, OR EQUIVALENT
WHITE CEMENT	BIRLA WHITE, JK WHITE
STEEL FOR REINFORCEMENT	TESTED STEEL OF TATA , JSW OR RHL (TMT STEEL)
BRICKS	APPROVED BRICKS OF METRIC SYSTEM
WATER PROOFING COMPOUND	CICO, CHOK SEY'S, PIDILITE, ROFF, SIKA, FOSROC
BITUMIN	STP OR ANY OTHER I.S.I. MARKED BRAND
FLOORING TILES	KAJARIA, BELL, NAVEEN, JOHNSON, RAK
GRANITE FLOOR ADHESIVE	DR. FIXIT, ROFF, FEVIMATE XL E
POP BAG OR READYMADE WORK	DIAMOND (SUPER FINE QUALITY)
ALUMINUM SECTION	HINDALCO, INDAL OR JINDAL
MILD STEEL FOR FABRICATION	TATA (structura), SAIL OR EQUIVALENT
PLUMBING & SANITARY WORK	
G.I. PIPES	TATA , JINDAL, OR EQUIVALENT
BRASS C.P. FITTINGS	JAQUAR, MARC, CERA, KOHLER OR EQUIVALENT
GUN METAL VALVES	LEADER, SANT OR EQUIVALENT
E.W.C., O.W.C., PANS WASH BASINS, URINALS	PARRYWARE, JAQUAR, CERA, KOHLER
E.W.C. SEAT COVER	PARRYWARE, JAQUAR, CERA, KOHLER
FLUSHING SYSTEM	PARRYWARE, JAQUAR, CERA, KOHLER
PVC / CPVC PIPES	SUPREME, PRINCE, FINOLEX, ASHIRVAD, AJAY FLOWGUARD
FIRE FIGHTING SLUICE & NR`V	KIRLOSKAR / KALPANA
INTERIOR - FURNISHING / CIVIL WORK	
WOOD	FIRST CLASS STEEM BEECH WOOD, C.P. TEAK WOOD OR AS SPECIFIED.
SOFT WOOD	KAIL WOOD, HOLLOCK
SOFT BOARD	CELOTEX

FACTORY MADE SHUTTERS (FLUSH DOORS)	DURO (Tower BWP) , CENTURY (Sainik BWP), GREEN (Ecotec BWP) , ARCHID (Classic BWP) ,
BLOCK BOARD & PLY WOOD	DURO (Tower BWP) , CENTURY (Sainik BWP), GREEN (Ecotec BWP) , ARCHID (Classic BWP) ,
WPC DOOR FRAME/ SHUTTERS	ALSTONE, GREEN, CENTURY OR EQUIVALENT
PVC FLOOR	KRISHNA VINYL / TUSKAR / WONDERFLOOR
FLOAT /REFLECTIVE GLASS	SAINT GOBAIN/MODI GUARD/AIS
LAMINATES & VENEER	MERINO, CENTURY, GREEN, AICA (SUNMICA)
EXTERNAL PUTTY	BIRLA WALL CARE, JK WALL PUTTY
INTERNAL / EXTERNAL PAINTS / SYN-THETIC ENAMEL / PRIMER /OTHER PAINTING ITEMS	ASIAN, BERGER, NEROLAC, ICI
PIGMENTS	TATA, SHALIMAR
TEXTURE	SPECTRUM, HERITAGE, ASIAN- PAINTS, ICI
CEMENT BOARDS /MDF	E- BOARD,BISON BOARDS, NUWUD, GREEN, ACTION, GLO
SUSPENDED CEILING	ARMSTRONG / SAINT GOBAIN / USG - BORAL OR AS APPROVED EQUIVALENT
GYPSUM BOARD	SAINT GOBAIN, USG BORAL
WALL PAPER	GREEN PLY- WALL COVER- GREENTERIORS, MARSHALL, ASIAN
WPC / MDF DECORATIVE PANEL & JALLI	GLO, EURO PRATIK, VENTURA
ACRYLIC SOLID SURFACES	DUPONT (CORIAN), LG, SAMSUNG, TRISTONE
GLUE ADHESIVE	FEVICOL
VENETIAN BLINDS	MARVEL, MAC, VISTA LEVELOR CLASSIC OR APPROVED EQUIVALENT
SUN CONTROL / FILM	3M, ALKOR, GARWARE
WOODEN FLOORING	PERGO, GREEN FLOORMAX
HARDWARE	
LOCKS	GODREJ,DORSET, DORMA, HETTICH, OZONE,HAFELE
HANDLES FOR DRAWER AND STORAGE	GODREJ, BACKER, YALE,FLORA, EFFICIENT GADGET
DOOR CLOSERS, FLOOR SPRINGS	EVERITE, HARDWYN, CROWN ,GODREJ, HETTICH
PATCH FITTING	DORMA
M.S / BRASS SCREWS	NETTLE FOLD, GKW, STAG ,EXCEL
DRAWER / CABINET HANDLES / LOCKS	GODREJ / EBCO / DORSET/ OZONE
MAGNET CATCHER	SUPREME, EXCEL
DRAWER/ CABINET SHUTTER ACCESSORIES	EBCO, HETTICH, HAFELE
GLASS BRASS BRACKET	FLORA, PERFECT,

- 1) The contractor should obtain prior approval from Employer / Consultants before placing order for any specific materials.
- 2). All materials should conform to relevant standards and codes of BIS.
- 3) Materials with I.S.I. mark shall be used duly approved by the Company's Engineer / Architect.

NOTE:-

- The tenderer shall use all the material strictly as per the list of approved make as stated above, it is mandatory to take the written confirmation well in advance if the material as stated above is not available and / or the same is not suitable (colour, size, shape, texture) as per the site condition.
- Contractor has to submit purchases voucher of items from authorized vendor of respective brand on demand by EIC.
- Whether a product is equivalent or not will be decided by the Architect / Engineer-in-Charge.
- If any material is found to be not up to the mark, the contractor will have to produce original bills/certificate from the manufacturer or his authorized Distributor for authenticity and genuineness of the material for consideration and as per make approved by the Company. Otherwise the same will not be considered for payment.