



# STATE BANK OF INDIA

INVITES ONLINE % BASED E-TENDER

FOR

**CONSTRUCTION WORK FOR PROPOSED RSETI BUILDING AT BHAVNAGAR FOR STATE BANK OF INDIA,  
GANDHINAGAR**

FROM

**THE EMPANELLED CIVIL CONTRACTORS SBI (PAN INDIA) UNDER THE CATEGORY OF CIVIL WORKS UP TO  
Rs. 500.00 LAKHS (CONTRACTORS SHOULD SUBMIT PROOF OF THE SAME)**

THE LAST DATE OF SUBMISSION OF ONLINE TENDER: 17/06/2026 UP TO 3:00 PM  
NO PHYSICAL SUBMISSION OF DOCUMENTS REQUIRED EXCEPT PROCESS COMPLIANCE FORM.

## **PART – A: TECHNICAL BID**

### **TENDER SUBMITTED BY:**

<b>NAME</b>	:	_____
<b>ADDRESS</b>	:	_____ _____ _____
<b>DATE</b>	:	_____

Architect  
**AR. HASIT KHOLIA**  
407, COSMO COMPLEX,  
NEAR MAHILA COLLEGE UNDER BRIDGE,  
KALAWAD ROAD, RAJKOT-360001  
Contact no: 9825217626

**Email: [hasitkholia@gmail.com](mailto:hasitkholia@gmail.com)**

**NOTICE INVITING TENDERS**

**STATE BANK OF INDIA, 2<sup>nd</sup> FLOOR, P & E DEPARTMENT, SBI TOWER, LOCAL HEAD OFFICE GIFT CITY, GANDHINAGAR (GUJARAT) invites Percentage based e-Tender through its Architect M/s Hasit Kholia Architects under two-bids system (online Technical and online Price Bids) from the Civil contractors empaneled SBI (PAN INDIA) UNDER THE CATEGORY OF CIVIL WORKS UP TO Rs. 500.00 LAKHS (CONTRACTORS SHOULD SUBMIT PROOF OF THE SAME). Please note that there will be no e-reverse auction conducted.**

The details of tender are as under:

<b>S.No.</b>	<b>Description</b>	
1.	Name of work	<b>PROPOSED CONSTRUCTION WORK FOR RSETI BUILDING, BHAVNAGAR</b>
2.	Nature of Work	<b>CIVIL WORK</b>
3.	Time allowed for completion	<b>12 months from date of acceptance of work order</b>
4.	Tender Fees	<b>NA</b>
5.	<b>Estimated Project Cost</b>	<b>Rs. 4,41,21,282.00 + GST</b>
6.	<b>Earnest Money Deposit</b>	<b>Rs.4,42,000/- by means of Demand Draft / Pay Order (Valid for a period of 12 months from the last date of submission of the tender) from any scheduled Nationalized Bank drawn in favour of State Bank of India, payable at GANDHINAGAR. [Those registered with MSME UDYAM need not submitted EMD. Instead, DD, Valid MSME UDHYAM certificate shall be uploaded]</b>
7.	Initial Security Deposit	2% of contract value Including EMD (Non-interest bearing ISD to be submitted by the L1 Bidder)
8.	Total Security Deposit	5% of the final bill amount
9.	Start and end date for downloading of tender documents form Bank's website	<b>25/05/2026 to 17/06/2026 at www.sbi.co.in under&lt;Link&gt;&lt;SBI in the news &gt;procurement news.</b>
10.	Last date & time for submission of online technical bid and Online Price Bid	<b>17/06/2026 up to 3:00 pm</b>
11.	Address at which EMD & Process compliance form has to be submitted	<b>The Assistant General Manager, State Bank of India, 2nd Floor, P &amp; E Department, SBI Tower, Local Head Office, Gift City, Gandhinagar (Gujarat)</b>
12.	Date and time of opening of online technical bid & Online Price bid at SBI address mentioned at Sr. No.10	<b>17/06/2026 at 03:30 pm</b>

13.	E-Tendering will be conducted by our approved e-tendering consultant	E-Procurement technologies Limited, Ahmedabad. Salina Motani:- 079-68136843, salina.motani@eptl.in 2. Jaymeet Rathod:- 079-68136829, jaymeet.rathod@eptl.in 3. Kanchan Kumari:- 079-68136820, kanchan.k@eptl.in 4. Vinayak Khambe:- 079-68136835, vinayak.k@eptl.in 5. Anshul Juneja:- 079-68136840, anshul.juneja@eptl.in 6. Nandan Valera:- 079-68136843, nandan.v@eptl.in 7. Hemangi Patel:- 079-68136852, hemangi@eptl.in 8. Nadeem Mansuri:- 079-68136853, nadeem@eptl.in 9. Deepak Narekar:- 079-68136863, deepak@eptl.in 10. Sujith Nair:- 079-68136857, sujith@eptl.in 11. Devang Patel:- 079-68136859, devang@eptl.in Primary Contact Numbers :- +91-9081000427, 9904407997 Name: Mr. Udit Yadav Email: udit@auctiontiger.net Phone: 079 6813 6815 Cell: +91 6354919566 <a href="https://etender.sbi/SBI/">https://etender.sbi/SBI/</a>
14.	Liquidated Damages	0.50% of contract amount per weeks subject to max. 5% of contract value or final bill value.
15.	Rates	Rates quoted shall be inclusive of all existing & future (including variation) taxes, duties, levies, royalties, transportation, other incidental charges, WCT etc. PVA & PVA Clause shall not be applicable. <u>Note: GST will be paid Extra as per Applicable norms.</u> If any tenderer puts any condition/anything/any taxes extra over and above their quoted rates the tender shall be summarily rejected.
16.	Defects Liability Period	12 Months from the date of Virtual Completion
17.	Validity of offer	12 months from the date of opening of Price-bid
18.	Value of Interim Certificate	80 Lacs
19.	Insurance	The contractor shall obtain all necessary insurance policies as per the governing laws applicable at the centre & shall require to produce the original policy of Insurance& receipt of the premium as applicable in the matter to the Architect/Bank.
20.	<b>Water and Electricity</b>	If contractor is permitted to use SBI source of water & electricity, the SBI will recover @ 0.5% of contract amount from the final bill of the contractor. <b>However further distribution &amp; extension &amp; light fixtures etc. With required MCB switches, switchboards, lamp, tube etc. shall be arranged by the contractor at their own cost within the accepted tender amount. <u>Bank will recover 0.5% of the final bill amount towards consumption of water &amp; electricity.</u></b>
21	Tenders can be downloaded from the bank's website <a href="http://www.sbi.co.in">www.sbi.co.in</a> (link) <SBI In the news<Procurement News>. It shall be responsibility of the contractor to timely submit the technical and financial bid. SBI, in no case shall be responsible for site issues/ delay in tender submission.	
22	The contractor shall read and understand each page of the tender document thereby ensuring the number and sequence of all pages.	

23	No conditions other than mentioned in the tender will be considered, and if given they will have to be withdrawn before submission of final quote. else their bid will be rejected.
24	The SBI reserve their rights to accept or reject any or all the tenders, either in whole or in part without assigning any reason(s) for doing so and no claim / correspondence shall be entertained in this regard.
25	Tenders received without EMD and Process Compliance Form shall be summarily rejected and such tenders shall not be allowed to participate in the Price bid process/ rejected/ not considered.
26	In case the date of opening of tenders is declared as a holiday, the tenders will be opened on the next working day at the same time.
27	SBI has the right to accept / reject any / all tenders without assigning any reasons and no correspondence shall be entertained in this regard.
28	The Bank will place order as per its requirement and quoting minimum rate for any category does not provide any guarantee for receiving order for that item by the firm who quotes lowest rates.
29	Bank reserves right to cancel any / all tender sat any stage without assigning any reasons.
30	The Bank reserves the right to accept the tender in full or in part and the tenderer shall have no claim for revision of rates or other condition if his tender is accepted in parts.
31	In case the date of online tendering is declared as a holiday, the online tendering will be conducted on the next working day at the same time.
32	SBI reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever. For any clarification regarding E-Tendering procedure, System requirements etc. please contact <b>M/s E-Procurement technologies Limited, Ahmedabad</b> , whose address is mentioned in the NIT.
33	It is vendor's/supplier's responsibility to be well prepared and get ready with E-Tendering procedures & well equipped with all requirements. SBI will not take any responsibility of delay in submission due to EMD, slow internet connectivity, system failures etc.

Yours Faithfully,

**The Assistant General Manager,  
State Bank of India, 2nd Floor,  
P & E Department, SBI Tower,  
Local Head Office, Gift City,  
Gandhinagar (Gujarat)**

## FORM TENDER

To,  
The Assistant General Manager,  
State Bank of India, 2nd Floor,  
P & E Department, SBI Tower,  
Local Head Office, Gift City,  
Gandhinagar (Gujarat).

Dear Sir,

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

### MEMORANDUM

Description of work	PROPOSED CONSTRUCTION WORK FOR RSETI BUILDING, BHAVNAGAR
Earnest Money	The tenderer shall furnish EMD of Rs <b>4,42,000/-</b> . in the form of Demand draft or bankers cheque drawn in favour of State Bank of India <b>payable at Gandhinagar</b> . on any Scheduled Bank. No tender shall be considered unless the EMD is so deposited in the required form. No interest shall be paid on this EMD. <b>[Those registered with MSMEUDYAM need not submitted EMD. Instead, DD, Valid MSME UDHYAM certificate shall be uploaded]</b> .
Percentage, if any, to be deducted from Bills and total amount to be retained	10 % from Running Bills, subject to maximum Total 5% of contract amount or actual Final Bill value.
Time allowed for completion of the Works from fourteenth day after the date of written order or date of handing over of the site (whichever is later) to commence the work	<b>12 months</b>

I/We have deposited a sum of **Rs. 4,42,000/-** of the total tender amounts as Earnest Money with the State Bank of India which is not to bear any interest. Should I / We fail to execute the Contract when called upon to do so I/ We do hereby agree that suitable action shall be initiated against us by SBI. This may also include debarring of my empanelment for a year or so.

1) Our Bankers are: i) \_\_\_\_\_ ii) \_\_\_\_\_

The names of partners of our firm are: i) \_\_\_\_\_ ii) \_\_\_\_\_

Name of the partner of the firm Authorized to sign

Or

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

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

Yours faithfully,

Signature of Contractors.

Signature and addresses of Witnesses i)

**Business rules for E-tendering:**

**SAMPLE BUISNESS RULE DOCUMENT**

**ONLINE E-TENDERING FOR PROPOSED CONSTRUCTION FOR SBI RSETI BUIDLING AT BHAVNAGAR**

**Business rules for E-tendering:**

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

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

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

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

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

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

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

subjected to any change whatsoever.

4. Procedure of E-tendering:

**i. Online E-tendering:**

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

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

- 5. **BIDS PLACED BY BIDDER: Bids** will be taken as an offer to execute the work as specified. Bids once made, cannot be cancelled / withdrawn and the Bidder shall be bound to execute the work at the quoted bid price. In case the L1 Bidder backs out or fail to complete the work **as per the rates quoted**, SBI shall have the liberty to take action as deemed necessary including de-paneling such contractors and forfeiting their EMD and imposing heavy penalty to contractor to recover the losses occurred to the Bank.
- 6. At the end of the E-tendering, SBI will decide upon the successful bidder. SBI decision on award of Contract shall be final and binding on all the Bidders.
- 7. SBI shall be at liberty to cancel the E-tendering process/tender at any time, before ordering, without assigning any reason.
- 8. SBI shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.
- 9. Other terms and conditions shall be as per your techno-commercial offers and other correspondences till date.

10. OTHER TERMS & CONDITIONS:

- The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other suppliers/ bidders.
- The Bidder shall not divulge either his Bids or any other exclusive details of SBI to any other party.
- SBI decision on award of Contract shall be final and binding on all the Bidders.

SBI reserve their rights to extend, reschedule or cancel any E-tendering within its sole discretion.

- SBI or its authorized service provider **M/s E-Procurement technologies Limited, Ahmedabad**, shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.

SBI or its authorized service provider **M/s E-Procurement technologies Limited, Ahmedabad**, is not responsible for any damage, including damages that result from, but are not limited to negligence.

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

N.B.

-All the Bidders are required to submit the Process Compliance Statement (Annexure-II) duly signed to **M/s E-Procurement technologies Limited, Ahmedabad**,

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

**PROCESS COMPLIANCE STATEMENT (ANNEXURE II)**

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

To,  
**M/s E-Procurement technologies Limited, Ahmedabad.**

**AGREEMENT TO THE PROCESS RELATED TERMS AND CONDITIONS FOR THE ONLINE E-TENDERING FOR PROPOSED CONSTRUCTION WORKS FOR RSETI BHAVNAGAR**

**Dear Sir,**

This has reference to the Terms & Conditions for the E-tendering mentioned in the Tender document  
This letter is to confirm that:

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

With regards,                      Date:

Signature with company seal Name:

Company / Organization:

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

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

**SECTION – 1**  
**INSTRUCTIONS TO THE TENDERERS**

- 1.0 Scope of Work  
Sealed Tenders are invited by M/s HASIT KHOLIA ARCHITECT for and behalf of State Bank of India for the work of **CONSTRUCTION WORK for RSETI BUILDING, BHAVNAGAR.**
- 1.1 Site and Its Location  
The proposed work is to be carried out at **CONSTRUCTION WORK for RSETI BUILDING, BHAVNAGAR.**
- 2.0 Tender Documents
- 2.1 The work has to be carried out strictly according to the conditions stipulated in tender consisting the following documents and the most workman like manner,
- Instructions to tenderers
  - General Conditions of Contract
  - Special Conditions of Contract
  - Additional Conditions for Electrical Installation
  - Technical Specifications
  - Drawings
  - 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:
- Price Bid
  - Technical Specifications
  - Additional Conditions for Electrical Installation
  - Special Conditions of Contract
  - General Conditions of Contract
  - Instructions to Tenderers
- 2.3 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 & order situation, climatic conditions local authorities' requirement, traffic regulations etc.
- The tenderer will be fully responsible for considering the financial effect of any or all the factors while submitting his tender.
- 4.0 Earnest Money
- 4.1 The tenderers are requested to submit the Earnest Money of Rs.in the form of Demand Draft or Banker's Cheque in favor of State Bank of India drawn on any Bank in India.
- 4.2 EMD in any other form other than as specified above will not be accepted. Tender not accompanied by the EMD in accordance with clause 4.1 above shall be rejected.
- 4.3 No interest will be paid on the EMD.
- 4.4 EMD of unsuccessful tenderers will be refunded within 30 days of award of Contract.
- 4.5 EMD of successful tenderer will be retained as a part of security deposit.
- 5.0 Initial Security Deposit

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

6.0 Security Deposit

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

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

6.3 Additional Security deposit (ASD)/Additional performance Guarantee (APG) shall be applicable if the bid price is below 10% of the estimated cost put to tender. The amount of such ASD/ APG shall be the difference between 90% of estimated cost put to tender and the quoted price. ASD in the format of DD / Banker's Cheque / Bank Guarantee shall be submitted within 15 days of intimation of award of work / work order, without which the contractor will not be allowed to start the work and failure of submission of ASD will result in forfeiture of EMD and cancellation of tender. For e.g, if a contractor is quoting 15% below the estimated cost put to tender (i.e. 85% of the estimate), then ASD of 5% of estimated cost is required to be obtained from the contractor (90%-85%).

7.0 Signing of Contract Documents

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

8.0 Completion Period: The time period allowed for completion of the project shall be 30 days / ~~months~~ from the date of commencement of work or 15 days from the date of issuance of work order, whichever is earlier.

9.0 Validity of Tender

Tenders shall remain valid and open for acceptance for a period of 3 (Three) months from the date of opening price bid. If the tenderer withdraws his/her offer during the validity period or makes modifications in his/her original offer which are not 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 contractvalue.**

11.0 Rates and Prices

11.1 In case of item rate tender

- 11.1.1 The tenderers shall quote their rates for individual items both in words and figures in case of discrepancy between the rates quoted in words and figures the unit rate quoted in words will prevail. If no rate is quoted for a particular item the contractor shall not be paid for that item when it is executed.
- The amount of each item shall be calculated, and the requisite total is given. In case of discrepancy between the unit rate and the total amount calculated from multiplication of unit rate and the quantity the unit rate quoted will govern and the amount will be corrected.
- 11.1.2 The tenderers need not quote their rates for which no quantities have been given. In case the tenderers quote their rates for such items those rates will be ignored and will not be considered during execution.
- 11.1.3 The tenderers should not change the units as specified in the tender. If any unit is changed the 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.

## GENERAL & IMPORTANT NOTES

### **1 GENERAL NOTES:**

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

out by the contractor at his own cost.

## **2. IMPORTANT NOTES:**

- (i) The contractor's qualified & authorized representative shall remain on site during the entire execution process for coordination with various agencies / Architect / Bank & execution of work.
- (ii) If the assigned work is in running/working Branch, the contractor should have executed the site erection work in odd hours, Holidays and Sundays.
- (iii) The contractor shall prepare all loose Electrical items at his workshop only & deliver the same to the site at appropriate time as instructed by the Architect/BMs/Bank Officials.
- (iv) The site shall be cleaned on day-to-day basis & all debris shall be disposed away at the location beyond the limit as approved by the local authority.
- (v) Hidden measurements: - It is the contractor's responsibility to get the measurement checked immediately on completion of such items. This shall be done before finishing the same. The Architect shall be provided with such details well in advance so that the other work is not held up due to last-minute action.
- (vi) Before starting the work at site, the contractor shall mark out the plan & levels of the false ceiling, partitions etc. in coordination with other agencies on site.
- vii) The rates quoted shall be inclusive of all taxes, cess, Duties, Octroi, Transportation, Delivery, Installation, Testing, Commissioning etc. complete at the site. No extra will be paid for any kind of taxes. However, the GST will be paid extra as applicable as per actual.
- viii) The entire job shall be executed in total coordination with the other agencies working on the project & also with landlord, Branch Manager and Bank officials etc.
- ix) Architect of the project shall be kept informed about the progress of the work at various stages.
- x) The contractor shall arrange on his own for lighting & plug point with socket & electrical wiring, DB's etc. required during entire execution process. However, supply at point shall be provided by the bank / landlord
- (xi) Any Hidden item MUST be photographed and need to be sent via e- mail or CD to Architect / Bank
- xii) **BILLING PROCESS:**  
**The contractor/Architect should take care of the following while submitting the final Bill**

**The Final Bill Should Contain: -**

- a) Abstract in tender BOQ format only.
- b) Schedules for detailed measurement sheet for all items (in detailed break up).
- c) original insurance policies as per tender terms and conditions.
- d) Completion certificate issued by the concerned Architect.
- e) Inspection & completion certificates for all types of false ceiling.
- f) Test report for Toughened Glass.
- g) Copy of LOA etc.
- h) All documents shall carry contractor's signature & seal with address. - All documents shall be submitted in 1 + 1 copies.
- i) The contractor shall also provide all measurement sheet in soft copy (in Excel format).
- j) The contractor shall submit the purchase bill copy of major items used in the project.
- k) That extension of time, if any, beyond scheduled date of completion has been granted by the Competent Authority.
- l) original receipt of purchase of Corian /plywood/ Gyp board and other major materials used in the work from the original manufacturer/authorized dealers/distributors.
- m) If any advances paid during the execution of the work.
- n) Acceptances form the contractor that "Accepted as full and final settlement of all claims"
- o) The total cost of work should be within the sanction amount, If not, revised sanction taken from the Competent Authority to be attached with the Final Bill

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

## GENERAL CONDITIONS OF CONTRACT

### **1.0 Definitions: -**

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

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

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

1.0.2 ‘Architects/ Consultants’ shall mean **HASIT KHOLIA ARCHITECTS**, Architects & Interior Designers, RAJKOT.

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

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

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

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

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

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

1.0.8 “Month” means calendar month.

1.0.9 “Week” means seven consecutive days.

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

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

1.1.12 The following shall constitute the Joint Project Committee (herein under referred to as JPC) for assessing and reviewing the progress of the work on the project and to issue instructions or directions from time to time for being observed and followed by the Architects Site Engineer / PMC and other consultants / contractors engaged in the execution of the project.

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

## **CLAUSE**

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

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

### **1.1 Earnest Money Deposit Rs: 4,42,000/-**

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

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

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

Additional Security deposit (ASD)/Additional performance Guarantee (APG) shall be applicable if the bid price is below 10% of the estimated cost put to tender. The amount of such ASD/ APG shall be the difference between 90% of estimated cost put to tender and the quoted price. ASD in the format of DD / Banker's Cheque / Bank Guarantee shall be submitted within 15 days of intimation of award of work / work order, without which the contractor will not be allowed to start the work and failure of submission of ASD will result in forfeiture of EMD and cancellation of tender. For e.g, if a contractor is quoting 15% below the estimated cost put to tender (i.e. 85% of the estimate), then ASD of 5% of estimated cost is required to be obtained from the contractor (90%-85%).

### **1.4 Retention Money:**

The Retention money shall be deducted from the running account bill at the rate of 10% of the gross value of work done by the contractor and claimed in each bill provided the Total Security Deposit plus Retention Money shall both together not exceeding 5.0% of the contract value. The 50% of the total security deposit shall be refunded to the contractor without any interest on issue of Virtual Completion certificate by the

Architect/consultant. The balance 50% of the total security deposit shall be refunded to the contractors without interest within fifteen days after the end of defects liability period provided the contractor has satisfactorily attended to all defects in accordance with the conditions of contract including site clearance.

#### **2.0 Language:**

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

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

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

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

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

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

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

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

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

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

#### **6.0 Ownership of drawings:**

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

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

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

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

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

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

### **8.0 Liquidated damages:**

If the contractor fails to maintain the required progress in terms of clause 6.0 of GOC or to complete the work and clear the site including vacating their office on or before the contracted or extended date or completion, without justification in support of the cause of delay, he may be called upon without prejudice to any other right of remedy available under the law to the SBI on account of such breach to pay a liquidated damages at the rate of 0.50% of the contract value which subject to a maximum of 5% of the contract value.

### **9.0 Materials, Appliances and Employees:**

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

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

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

### **11.0 Setting out Work:**

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

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

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

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

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

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

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

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

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

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

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

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

All samples of adequate numbers, size, shades & pattern as per specifications shall be supplied by the contractor without any extra charges. If certain items proposed to be used are of such nature that samples cannot be presented or prepared at the site detailed literature / test certificate of the same shall be provided to the satisfaction of the Architect/consultant before submitting the sample/literature the contractor shall satisfy himself that the material / equipment for which he is submitting the sample / literature meet with the requirement of tender specification. Only when the samples are approved in writing by the architect/consultant the contractor shall proceed with the procurement and installation of the particular material / equipment. The approved samples shall be the signed by the Architect / Consultant for identification

and shall be kept on record at site office until the completion of the work for inspection / comparison at any time. The Architect/Consultant shall take reasonable time to approve the sample. Any delay that might occur in approving the samples for reasons of its not meeting the specifications or other discrepancies inadequacy in samples of best qualities from various manufacturers and such other aspects causing delay on the approval of the materials / equipment etc. shall be to the account of the contractor.

**iii) Cost of tests:**

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

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

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

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

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

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

**17.0 Contractor's superintendence:**

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

**18.0 Quantities:**

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

**19.0 Works to be measured:**

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

included such measurement.

**20.0 Variations:**

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

**21.0 Valuation of Variations:**

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

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

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

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

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

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

### **22.0 Final measurement:**

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

### **23.0 Virtual Completion Certificate (VCC):**

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

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

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

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

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

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

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

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

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

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

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

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

Without limiting his obligations and responsibilities under the contract the contractor shall insure in the joint names of the SBI and the contractor against all loss of damages from whatever cause arising other than the excepted risks, for which he is responsible under the terms of contract and in such a manner that the SBI

and contractor are covered for the period stipulated in clause of GCC and are also covered during the period of maintenance for loss or damage arising from a cause, occurring prior to the commencement of the period of maintenance and for any loss or damage occasioned by the contractor in the course of any operations carried out by him for the purpose of complying with his obligations under clause.

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

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

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

**26.0 Damage to persons and property:**

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

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

**27.0 Contractor to indemnify SBI:**

The contractor shall indemnify the SBI against all claims, proceedings, damages, costs, charges and expenses in respect of the matters referred to in the provision sub-clause 26.0 of this clause.

**28.0 Contractor's superintendence:**

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

is the direct result of an order passed by the Architect / consultant in this behalf.

**29.0 Third Party Insurance:**

Before commencing the execution of the work the contractor but without limiting his obligations and responsibilities under clause 25.0 of GCC shall insure against his liability for any material or physical damage, loss, or injury which may occur to any property including that of SBI, or to any person, including any employee of the SBI, by or arising out of the execution of the works or in the carrying out of the contract, otherwise than due to the matters referred to in the provision to clause 25.0 thereof.

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

Such insurance shall be 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 Architect / consultant the policy or policies of insurance cover and receipts for payment of the current premiums.

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

**31.0 Accident or Injury to workman:**

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

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

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

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

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

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

charges, and other expenses paid by the SBI And which are payable by the contractors under this clause. The contractor shall upon settlement by the Insurer of any claim made against the insurer pursuant to a policy taken under this clause, proceed with due diligence to rebuild or repair the works destroyed or damaged. In this event all the monies received from the Insurer in respect of such damage shall be paid to the contractor and the Contractor shall not be entitled to any further payment in respect of the expenditure incurred for rebuilding or repairing of the materials or goods destroyed or damaged.

**34.0 Commencement of Works:**

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

**35.0 Time for completion:**

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

**36.0 Extension of time:**

If, in the opinion of the Architect/consultant, the work be delayed for reasons beyond the control of the contractor, the Architect/consultant may submit a recommendation to the SBI to grant a fair and reasonable extension of time for completion of work as per the terms of contract. If the contractor needs an extension of time for the completion of work or if the completion of work is likely to be delayed for any reasons beyond the due date of completion as stipulated in the contract, the contractor shall apply to the SBI Through the Architect' Consultant in writing at least 30 Days before the expiry of the scheduled time and while applying for extension of time he shall furnish the reason in detail and his justification if an', for the delays. The architect/consultant shall submit their recommendations to the SBI in the prescribed format for granting extension of time. While granting extension of time the contractor shall be informed the period extended time which will qualify for levy of liquidated damages. For the balance period in excess of original stipulated period and duly sanctioned extension of time by the provision of liquidated damages as stated under clause 10.0 shall become applicable. Further the contract shall remain in force even for the period beyond the due date of completion irrespective whether the extension is granted or not.

**37.0 Rate of progress:**

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

**38.0 Work during nights and holidays:**

Subject to any provision to the contrary contained in the contract no permanent work shall save as herein provided be carried on during the night or on holidays without the permission in writing of the Architect/consultant, save when the work is unavoidable or absolutely necessary for the saving of life or

property or for the safety of the work in which case the contractor shall immediately advise the Architect / consultant. However, the provisions of the clause shall not be applicable in the case of any work which becomes essential to carry by rotary or double shifts in order to achieve the progress and quality of the part of the works being technically required / continued with the prior approval of the Architect / consultant at no extra cost to the SBI

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

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

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

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

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

**40.0 Suspension of work:**

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

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

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

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

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

**41.0 Action when the whole security deposit is forfeited:**

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

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

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

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

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

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

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

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

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

- a) Has abandoned the contract; or
- b) Has failed to commence the work, or

- c) Has without any lawful excuse under these conditions suspended the progress of the works for 14 days after receiving from the SBI through the Architect / consultant written notice to proceed, or
- d) 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
- e) Has failed to remove the materials from the site or to pull down and replace work within seven days after written notice from the SBI through the Architect / Consultant that the said materials were condemned and rejected by the Architect/ consultant under these conditions; or has neglected or failed persistently to observe and perform all or any of the acts matters or things by this contract to be observed and performed by the contractor for seven days after written notice shall have been given to the contractor to observe or perform the same or has to the detriment of good workmanship or in defiance of the SBI or Architect's / consultant's instructions to the contrary subject any part of the contract. Then and in any of said cases the SBI and or the Architect / consultant, may not withstanding any previous waiver, after giving seven days' notice in writing to the contractor, determine the contract, but without thereby affecting the powers of the SBI or the Architect/consultant or the obligation and liabilities of the contractor the whole of which shall continue in force as fully as if the contract had not been determined and as if the works subsequently had been executed by or on behalf of the contractor. And, further the SBI through the Architect / consultant their agents or employees may enter upon and take possession of the work and all plants, took scaffoldings, materials, sheds, machineries lying upon the premises or on the adjoining lands or roads use the same by means of their own employees or workmen in carrying on and completing the work or by engaging any other contractors or persons to the work and the contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractor or other persons employed for complement and finishing or using the materials and plant for the works.

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

**43.0 Certificate of payment:**

The contractor shall be entitled under the certificates to be issued by the Architect / consultant to the contractor within 10 working days from the date of certificate to payment from SBI From time-to-time SBI shall recover the statutory recovering other dues including the retention amount from the certificate of payment. Provided always that the issue of any certificate by the Architect / consultant during progress of works or completion shall not have effect as certificate of satisfaction relieve the contractor from his liability under clause.

The Architect / consultant shall have power to withhold the certificate if the work or in part thereof is not carried out to their satisfaction. The Architect/consultant may by any certificate make any corrections required previous certificate. The SBI shall modify the certificate of payment as issued by the architect/ consultant from time to time while making the payment. The contractor shall submit interim bills only after taking actual measurements and properly recorded in the Measurement books. The Contractor shall not submit interim bills when the approximate value of work done by him up to 70%. The final bill may be submitted by contractor within a period of one month from the date of virtual completion and Architect / consultant shall issue the certificate of payment within a period of two months. The SBI Shall pay the amount within a period of three

months from the date of issue of certificate provided there is no dispute in respect of rates and quantities.

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

#### **44.0 Settlement of Disputes:**

This Agreement shall be governed by and construed in accordance in accordance with the laws of India. Any dispute, controversy, or claim arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination shall be subject to the exclusive jurisdiction of the courts at Bhavnagar, Gujarat.

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

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

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

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

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

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

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

#### **47.0 Treasure trove etc.**

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

#### **48.0 Method of measurement:**

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

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

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

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

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

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

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

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

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

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

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

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

any, shall be initially paid by the contractor and the SBI will reimburse the amount on production of receipts.

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

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

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

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

**53.0 Lighting of works:**

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

**54.0 Firefighting arrangements:**

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

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

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

**55.0 Site order book:**

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

**56.0 Temporary fencing/barricading:**

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

**57.0 Site meetings:**

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

**58.0 Disposal of refuse:**

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

**59.0 Contractor to verify site measurement:**

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

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

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

**61.0 As built drawings:**

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

For the drawings prepared by the contractor:

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

**62.0 Approved make:**

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

**63.0 Procurement of materials:**

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

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

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

**65.0 Acceptance of tender:**

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

**66.0 Photographs:**

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

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

**67.0 Safety Codes:**

1. First aid appliances including adequate supply of sterilized dressing and cotton wool shall be kept in a readily accessible place.
2. An injured person shall be taken to a public hospital without loss of time, in cases when the injury necessitates hospitalization.
3. Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from the ground.

4. No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30 cm. (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used an extra labor shall be engaged for holding ladder.
5. The excavated material shall not be placed within 1.5 meters of the edge of the trench half of the depth of trench whichever is more. All trenches and excavations shall be provided with necessary fencing and lighting.
6. Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one meter.
7. No floor, roof or other part of the structure shall be so overloaded with debris or material as to render it unsafe.
8. Workers employed on mixing and handling material such as asphalt, cement, mortar, concrete and lime shall be provided with protective footwear and rubber hand gloves.
9. Those engaged in welding works shall be provided with welders' protective eye shield and gloves.
10. (i) No paint containing lead or lead products shall be used except in the form of paste readymade paint.  
(ii) Suitable face masks should be supplied for use by the workers when the paint applied in the form of spray or surface having lead paint dry rubbed and scrapped.
11. Overalls shall be supplied by the contractor to the painters and adequate facilities shall be provided to enable the working painters to wash during cessation of work.
- 12 Hoisting machines and tackle used in the works including their attachments anchor and supports shall be in perfect condition.
13. The ropes used in hoisting or lowering material or as a means of suspension shall be durable quality and adequate strength and free from defects.

**BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT**

Place: .....

Date.....

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

**BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT**

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

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

State Bank of India,

(Address)

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

(Name of Branch/Office)

Dear Sir,

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

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

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

In consideration of the premise, we (name of Bank and its branch) having our office at (address) here after called the "Guarantor" (which expression shall include its successors and assigns) here by expressly, irrevocably & unreservedly undertake and guarantee under that if the Contractor fails to execute the work according to his obligations under the said contract, then notwithstanding any dispute between State Bank of India and the contractor the Guarantor shall, on demand without demur and without reference to the contractor pay to State Bank of India immediately any sum claimed by State Bank of India under the said contract up to a maximum amount of Rs. \_\_\_\_\_ (Rupees only).

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

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

conclusive evidence to the Guarantor that such payment is payable under the terms of the Contract and shall be binding in all respect on the guarantor.

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

Notwithstanding anything contained hereinbefore the liability of the guarantor under this guarantee is restricted to a sum of Rs.\_\_\_\_\_.

This guarantee will remain valid up to\_\_\_\_\_unless a demand or claim under this guarantee is made in writing on or before\_\_\_\_\_the guarantor shall be discharged from all liability under the guarantee thereafter.

Dated the .....

For (Name of Bank)

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

**DETAILS OF INSURANCE POLICIES**

<b>Type of policies</b>	<b>Name of Insurance</b>	<b>Amount Rs.</b>	<b>Policy No.</b>	<b>Validity</b>
CAR policy including 3 <sup>rd</sup> party liability				
Workmen's Compensation				

Remarks:

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

Architects \_\_\_\_\_

## SAFETY CODE

### SAFETY MEASURES AT SITE:

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

undermining or under cutting shall be done.

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

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

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

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

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

## SAMPLE AGREEMENT WITH CONTRACTORS

### ARTICLES OF AGREEMENT

This agreement made the ..... day of..... between  
AGM/ DGM

( ), State Bank of India, -----(hereinafter called the Bank or SBI) which expression shall include

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

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

and has caused drawings and specifications describing the works to be done prepared by Project **Architects M/s** \_\_\_\_\_having their offices at \_\_\_\_\_(hereinafter called "the Architect")

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

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

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

### NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the said Contract amount to be paid at the times and the manner set forth in the said Conditions, the Contractors shall upon and subject to the said conditions execute and complete the work shown upon the said drawings and described in the said specifications and the schedule of items and quantities.
2. The employer shall pay the Contractors the amount or such other sum as shall become payable, at the times and in the manner specified in the said conditions.
3. The term "the Architect" in the said condition shall mean the said "M/s\_" or in the event of their ceasing to be the Architect for the purpose of this contract for whatever reason,

such other person or persons as shall be nominated for that purpose by the Employer, not being a person to whom the Contractor shall object for reasons considered to be sufficient by the Employer provided always that no person or persons subsequently appointed to be Architect under this contract shall be entitled to disregard or over rule any previous decisions or approval or direction given or expressed in writing by the architect for the time being.

4. The said conditions and appendix thereto shall be read and construed as forming part of this agreement, and the parties hereto shall respectively abide by / submit themselves to the said conditions and perform the agreements on their part respectively in the said conditions contained.
5. The plans, agreement and documents mentioned herein shall form the basis of this contract.
6. This contract is neither a fixed Lump sum contract nor a piece work contract but is a contract to carry out the work in respect of the entire project on item rate basis to be paid for according to actual measured quantities at the rates contained in the schedule of quantities and rates or as provided in the said conditions.
7. The Bank / Employer reserves to itself the rights of altering the specifications and nature of work by adding to or omitting any item of work or having portions of the same carried out without prejudice to the contract.
8. Time shall be considered as the essence of this contract and the contractor here by agrees to commence the work soon after the site is handed over to him or from the 14<sup>th</sup> day after date of issue of formal work order as provided for in the said conditions of contract whichever is later and to complete the entire work within \_\_\_ (period of contract) months subject never the less to the provisions for extension of time.
9. All payments by the Employer under this contract will be made only at \_\_\_\_.
10. Any dispute arising under this Agreement shall be referred in accordance with the stipulations laid down in the tender.
11. That all the parts of this contract have been read by the contractor and fully understood by the contractor. They further agree to complete the said work to fullest satisfaction of architect / Employer.
12. IN WITNESS WHEREOF the Employer and the contractors have set their respective hands to these present through their duly authorized official and the said two duplicates hereof to be executed on its behalf of the day and year first herein above written.

Signed on behalf of the  
STATE BANK OF INDIA

In the presence of :

1. Signature :  
Name :  
Address :

In the presence of :  
2. Signature :  
Name :  
Address :

Signed-on behalf of the  
CONTRACTORS

In the presence of :

1. Signature :  
Name :  
Address :

In the presence of :  
2. Signature :  
Name :  
Address :

**APPENDIX HEREIN BEFORE REFERRED TO**

- 1) Name of the organization Offering Contract : **SBI PREMISES & ESTATE DEPARTMENT  
LHO GANDHINAGAR.**
- 2) Consultants : **M/s Hasit Kholia Architect**
- 3) Site Address : **RSETI BUILDING, BHAVNAGAR.**
- 4) **Scope of Work** : **CONSTRUCTION WORK for RSETI  
BUILDING, BHAVNAGAR.**
- 5) Name of the Contractor :
- 6) Address of the Contractor :
- 7) Period of Completion : within the stipulated period from the  
date  
of Issue of work order.
- 8) Earnest Money Deposit : **4,42,000/-**
- 9) Retention Money : As per clause no. 1.4 of  
General Conditions
- 10) Defects Liability Period : Twelve Months from the date  
of Virtual Completion.
- 11) Insurance to be undertaken by the : 125% of Contract Value  
Contractor at his cost  
(Contractor's all risk policy)
- 12) Liquidated damages : 0.5% of the Contract amount shown  
In the tender per week subject to  
max.5%of the contract value or  
actual final bill value.
- 13) Value of Interim Bill (Min.) : **50 Lacs**
- 14) Date of Commencement : From the date of work order issued  
to the contractor/ or the day on  
Which the Contractor is instructed  
to take possession of the site  
whichever is earlier.
- 15) Period of Final Measurement : 2 Months from the date of Virtual  
Completion Certificate (VCC)  
issued by the project Architect
- 16) Initial Security Deposit : 2% including EMD
- 17) Total Security Deposit : 5.0% of the final bill amount or contract  
value
- 18) Refund of Total Security Deposit : 50% of the Security Deposit shall be

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

19) Period for Honoring Certificate

: **15 days for R.A. Bills**

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

Signature of Tenderer. \_\_\_\_\_

Date:

### **LETTER OF DECLARATION**

To,  
**The Assistant General Manager,  
State Bank of India, 2nd Floor,  
P & E Department, SBI Tower,  
Local Head Office, Gift City,  
Gandhinagar (Gujarat)**

**Dear Sir,**

### **PROPOSED CONSTRUCTION WORKS FOR SBI RSETI BUILDING, BHAVNAGAR**

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

MEMORANDUM

(a)	Description of work	Proposed CONSTRUCTION works for RSETI BUILDING, BHAVNAGAR
(b)	Earnest Money	4,42,000/-
(c)	Time allowed for completion of work from the date of issue of work order.	12 months from the date of commencement as per tender

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

Should I / We fail to execute the Contract when called upon to do so I/ We do hereby agree that suitable action shall be initiated against us by SBI. This may also include debarring of my empanelment for a year or so.

We understand that as per terms of this tender, the SBI may consider accepting our tender in part or whole or may entrust the work of various jobs/buildings proposed (i.e. Institute Building, Staff Qtrs. And Director's Bungalow/ work) in phases. We, therefore, undertake that we shall not raise any claim/compensation in the eventuality of Bank deciding to drop any of the work/building/buildings from the scope of work of this tender at any stage during the contract period. Further, we also undertake to execute the work entrusted to us in phases as per L-1 rates/standard rates accepted by us/on our approved rates and within the stipulated time limit without any extra claim for price escalation as provided for in Clause 9.0.1 "Instructions to Tenderers" of this tender.

We, hereby, also undertake that, we will not raise any claim for any escalation in the prices of any of the material during the currency of contract/execution/completion period.

Yours faithfully,  
Signature of contractor with seal

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

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

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


**Note:**

1.	If part rate is allowed for any items, it should be indicated with reasons for allowing such a rate.	Net Value since previous bill
2.	If ad-hoc payment is made, it should be mentioned specifically.	

**CERTIFICATE**

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

-----  
Signature and date  
Contractor

-----  
Signature and date of  
Architects  
Representative (Seal)

-----  
Signature and date of Site  
Engineer

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

-----

Architect

Signature and date of Site Engineer

**TABLE – XV**

**MEMORANDUM FOR PAYMENT**

**R/A BILL NO.**

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

**OBJECTIONS:**

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

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

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

Date:-----

-----  
Signature of Architect with Seal

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

Date : -----

Signature of Bank's engineer with Seal

**STATUTORY DEDUCTION:**

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

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

Date:-----

-----Signature of CM (P&E)

## BRIEF DESCRIPTION OF WORK

**Name of Work: - CONSTRUCTION WORKS FOR CONSTRUCTION OF RSETI BUILDING AT BHAVNAGAR, GUJARAT.**

### **Scope of Works**

State Bank of India. (SBI) invites online sealed tenders from empaneled civil contractors (PAN INDIA) of relevant category for the above said job. The scope of work to be executed as per specifications mentioned in the price bid by the contractors on award of work is as follows.

#### **5.1 GENERAL**

1. Total Built Up area of the building is 982.00 Sqm..
2. The work comprises of Excavation, construction of RCC U.G. water tank for fire safety and domestic supply, general leveling of site, pavement for parking areas, retaining walls and toe walls for earth filling, pvc overhead water tanks over stair cabin, completion of civil works for toilets like plumbing, fixing of c.p. fittings and sanitary fixtures, dado and flooring in toilets, granite pantry platform, dado over platform, and sink, external drainage work, fixing of doors and windows, paint work, fabrication works for grills, railings, parapet etc.,
3. The project is civil works to be constructed in Bhavnagar, City Survey No. 63/P, near Airport, Ruva, Bhavnagar, Gujarat

#### **5.2 ABOUT THE OFFICE BUILDING**

- 1) The design of RSETI Bhavnagar incorporates the following functional spaces:
  - Training Centre Block: This includes classrooms, workshops, a computer lab, an administrative wing, and adequate washroom facilities for trainees and staff.
  - Dormitory Block: Separate dormitories for gents and ladies with attached washrooms have been provided. The dormitory block also includes dining facilities, a kitchen, and a servant quarter to ensure smooth residential services.
  - Faculty Block: A separate block for faculty accommodation has been planned to ensure on-site presence of trainers and administrative support.

The total built-up area for the proposed RSETI is as follows:

- Training Block: approx. 515 sq.m.
- Dormitory Block: approx. 427 sq.m.
- Faculty Block: approx. 40 sq.m.

#### **5.3 TERRACE FLOOR**

- 1) Terrace floor shall comprise of stair cabin, Over Head Tank above the cabin, Staircase Block etc
- 2) PVC O.H. Tank shall be provided.

#### **5.4 SITE DEVELOPMENT**

- 1 Site Development Comprises of Driveway, Ramp, Arrival platform, Pedestrian Pathways, , Entry & Exit Gates etc..
- 2 External Drainage and Municipal water supply.

## SPECIAL NOTES & CONDITIONS OF CONTRACT

**Name of Work:- CIVIL WORKS FOR CONSTRUCTION OF RSETI BUILDING AT BHAVNAGAR, GUJARAT.**

**EMPLOYER:** M/s STATE BANK OF INDIA..

### 6.1. **General:**

- 6.1.1. The proposed building structure will be located on city survey no. 63/P, Near Airport, Ruva, Bhavnagar, Gujarat. The proposed works include civil works in the building structure and part site development. The building is a RCC framed structure having ground floor and Terrace floor with a stair cabin. The total construction area is Approx. 982 Sq.mt.
- 6.1.2. The payment shall be made as per actual execution of works.
- 6.1.3. All works are to be completed in **12 (Twelve)** months time.
- 6.1.4. All or any extra work involved shall be got approved in writing from the Architect/ EMPLOYER before executing the same.
- 6.1.5. The contracted rate shall be exclusive of Goods and Service Tax (GST), as applicable during construction period and completion of the work.
- 6.1.6. Contractor shall extend all sorts of help within his purview including scaffolding materials and labourers (chargeable basis) to other agencies working simultaneously in the same project.
- 6.1.7. The Contractor shall at his own cost arrange to obtain temporary electric supply from local electricity board authorities and shall bear all cost (deposit for temporary supply) Miscellaneous charges & consumption charges during the construction period and up to the stage of handing over the site shall be borne by the Contractor. (The payments to statutory agencies against demand in employer's name (such as non-refundable deposits, charges & fees) shall be made by the employer. Employer shall facilitate in making necessary applications for the purpose).
- 6.1.8. The Contractor shall at his own cost arrange for **electrical supply** during the construction phase and hand-over it to the client without any cost on completion of construction, if required.
- 6.1.9. Water connection shall be arranged by Contractor at his own cost. Consumption charges during the construction and up to the stage of handing over of the site shall be borne by the Contractor.
- 6.1.10. Statutory payments against demand in employer's name shall be paid by employer for permanent water supply, storm water drain connection, permanent Power connection, extra sewerage charges, extra water charges, land under construction charges etc. Any charges for and during the construction period shall be born and paid by the Contractor .
- 6.1.11. Contractor shall at his own cost construct temporary cement and material storage go-down, site office and temporary separate bath/ WC for Architect's/ PMC'S staff and for his site labourers' use at his cost, including demolition and clearance refundable deposits fees etc. after completion of work. Contractor shall restrict his facilities within the said area.
- 6.1.12. The Contractor shall take out and submit to Employer a suitable Insurance Policy against Workmen's compensation/ Janata Policy as per requirements. The policy shall be kept valid till the end of virtual completion of works.
- 6.1.13. Necessary PF & ESI contribution of Contractor's labourers will have to be paid by Contractor as per statutory authority's regulations and EMPLOYER shall be absolved of all the risk. Minimum wages to be paid by the contractor to labours as per central government minimum wages act.
- 6.1.14. The defect liability period shall be as mentioned in the tender to condition of contract, annexed to this document.

- 6.1.15. Contractor shall appoint technically qualified personnel as approved by Consultant/ PMC and maintain a full time, qualified and experienced staff on site as per tender.
- 6.1.16. EMPLOYER and Architect have got right to appoint separate contracting agencies for work other than the scope of the tender except otherwise instructed.
- 6.1.17. In the event of work being split between the agencies like Civil/ Plumbing/ Works etc., the Contractor for civil work shall provide all co-operation, liaison/ coordination and relevant scaffolding etc. to the other sub agencies appointed thereof.
- 6.1.18. Installation, by the Employers and the rate of the civil Contractor shall be considered to be inclusive of such co-ordination, assistance etc. to be provided to the other agencies.
- 6.1.19. Value of all interim bills shall be minimum Rupees **50 Lacs** having minimum interval of 1 (one) month. The Architects shall endorse and certify the bill to enable the Employers in releasing the payment to the contractor as per schedule of payment described in the tender .
- 6.1.20. The Contractor shall appoint/ retain at their own cost, licensed plumbers who shall work out and prepare and submit to Architect/ PMC necessary shop drawing details for all plumbing, sanitation, drainage, works and shall take approval of the Architect/ PMC before execution of all such works.
- 6.1.21. The Employer reserves their right of adding, altering or deleting any items from the scope of the Contractor works for which no compensation of whatsoever type will be paid to the Contractor. This shall also include the profits and over heads or any other claims by the Contractors.
- 6.1.22. Time shall be the essence of the contract and the decision of the Architect/ PMC and/ or the employer in the matter of date of start, suspension and completion of the work shall be final and binding upon the Contractor.
- 6.1.23. Security/ Watchman: - The Contractor shall maintain at his cost, 24 hours/ watchman/ security system or watch and ward of materials/ property works and shall not allow any unauthorized persons to enter the premises/ building and on failure of the same, the Contractor shall be held liable for all costs & damages.
- 6.1.24. Total security deposit: The total Security Deposit shall comprise of:
- a) Earnest Money Deposit.
  - b) Initial Security Deposit.
  - c) Retention Money

**a) Earnest money deposit (EMD):-**

Tenderer shall deposit an amount of Rs.4,42,000/- (Rupees Four Lakh Forty two Thousand Only) by D.D. / Banker's Cheque payable to SBI Gandhinagar along with the Technical bid. EMD in other than specified form will be rejected & their application will not be processed further. No interest on Earnest Money deposited by the tenderer shall be paid. Tenders submitted without Earnest Money Deposit shall not be considered. The EMD of the unsuccessful Tenderers will be refunded within a reasonable period of time after the decision to award the work is taken. The EMD shall stand absolutely forfeited if the tenderer revokes his tender at any time during the period when he is required to keep his tender open for acceptance by the Employer, or if, the tender is accepted, the Contractor fails to pay the security deposit as stipulated/ or if he fails to commence the work within stipulated time.

**b) Initial Security Deposit**

The successful tenderer to whom the contract is awarded shall deposit as Initial Security Deposit by Bank Demand Draft / Banker's Cheque a sum to make up 2% (two percent) of the value of accepted tender after the appropriation of the Earnest Money deposited by him. The successful Tenderer shall pay Initial Security Deposit within 15 (fifteen) days after receiving the letter of acceptance of his Tender. No Interest shall be paid on this Security Deposit. The Security deposit, either in whole or in part thereof, shall be forfeited in the event of the Contractor's failure to observe any terms of this Contract/ or non compliance with the conditions of the Contract. The Security Deposit amount will be adjusted or included in the Retention Money as per contract clause mentioned elsewhere in this Tender

### **c) Retention Money**

Apart from the Initial Security Deposit to be made by the Contractors as aforesaid, the Retention Money shall be deducted from Progressive Running Account Bills at 10% (ten percent) of the gross value of the work done and claimed in each Running Account bill. Provided that the total Security Deposit i.e. the Initial Security Deposit amount + the Retention amount shall both together not exceed 5% (five percent) of the Contract price as determined after considering all variations as approved.

On Virtual Completion of the job and on the Contractors submitting to the Consultant/ PMC, the as-built drawings, the Consultant/ PMC shall declare the job to be virtually complete; duly endorsed and accepted by the Employer and upon this an amount equivalent to 50% (fifty percent) of the total security deposit will be refunded to the Contractors and balance shall be retained by the Employers till the end of the Defects Liability Period and the same shall be released only upon successful completion of the Defects Liability Period and on finalizing the Final bill.

If the Contractors do not carry out the rectification work during the Defects Liability Period, the Employer shall have the right to get such defective work rectified after giving due notice in writing to the Contractors and recover the cost of repairs from the money so retained.

### **6.2 Addendum**

Addendum to the tender document may be issued if required to clarify documents or to reflect modifications to the design or contract terms. Each addendum issued by the Architect will be distributed to the bidders who have been issued the tender documents for bidding. Each bidder shall submit the same along with his tender. All addendum issued by the Architects shall become part of Tender Document.

### **6.3 Office accommodation at project site**

The contractor shall provide and maintain adequate temporary site office accommodation including light, fans, drawing accessories, furniture's etc. for use of Bank's technical staff, site engineers including the PMC. The office shall also have necessary Toilet/ washroom facilities. The Contractor shall also develop a meeting room fully furnished, at site during the execution of the project.

### **6.4 Commencement of Work**

- i) Immediately on issue of work order, the Employer shall ensure that the Architects or the PMC concerned as the case may be are issuing necessary detailed instructions to the contractor to commence the work forthwith.
- ii) The date of commencement of the work shall ordinarily be taken as the 15th day after, the date of issue of work order or the date of handing over the site whichever is later.
- iii) No ancient monument shall be demolished or any religious edifice be destroyed, if found, while executing the work without formal concurrence of the DGM & CDO/DGM (Premises) / Architect. The department of archaeology shall be consulted wherever necessary.
- iv) Before start of the work, the spot levels of the plot shall be taken jointly by the contractor and the PMC / Bank's Site Engineer at 3 meter intervals or at closer intervals as required and plotted on tracing sheets. The levels and drawings shall be signed by the contractor or his authorized representative and the PMC / Bank's Site Engineer and copy of such drawings shall be sent to the Employer and the Architects for record.
- v) As far as possible, the trees existing in the plot shall not be cut. However, if any of the trees which are coming in the way of the layout of the building shall be identified and the same shall be cut after obtaining necessary permission, if required from local authority well in advance to avoid delay in commencement of work.
- vi) The PMC shall verify that all the clearances are obtained from the local authorities for commencing the work.
- vii) The layout of the buildings shall be marked by the contractors at site with reference to the approved plans and shall be got cleared from the Bank's Site Engineer/PMC before taking up the construction work. In case of any discrepancies, the same shall be brought to the notice of the Architects for corrective action. In such cases, work shall be allowed to be taken up only when the layout is cleared by the Architects and the Employer.

### **6.5 Observance of Contract Labour Act 1970**

Various provisions of the Contract labour Act 1970 and the rules made there under cast certain obligations on the Bank in respect of Bank's Projects under construction at various centers. Under the Act, the AGM/DGM of P&E Department would be considered as the "Principal Employer", even though the laborers are employed by the building contractor. The Act applies to every establishment in which twenty or more workmen are employed or were employed on any day of the preceding 12 months as contract labour. A workman shall be deemed to be employed as contract labour in connection with the work of an establishment when she/he is hired in connection with such work through a contractor with or without the knowledge of the principal employer.

During the construction of project, the "Contractor" on behalf of "Principal Employer" shall comply with certain

provisions of the Act in so far as they are applicable to the particular case. These provisions relate to-

**(i) Registration of Establishment (Section 7).**

The principal employer shall make an application to the registering officer in the prescribed manner for registration of establishment. The application for registration shall be made in triplicate in Form No.1 to the registering officer of the area in which the establishment sought to be registered is located. The application shall be accompanied by the Treasury receipt showing payment of fees for the registration of the establishment. The application shall be either personally delivered to the registering officer or sent to him by registered post. The employer can not employ the contract labour in his establishment unless he registers under Section 7 of the Act.

All Liaoning work for above application shall be carried out by the contractor on behalf of SBI.

**(ii) Maintenance of registers and other records (Section 29).**

The following registers and records are required to be maintained by the Contractor on behalf of Principal Employer or any other register as per need of Gov't of India. / State Gov't:

- a) Register of contractors in Form XII of the Contract Labour (Regulation & Abolition) Control Rules 1971
- b) Notice showing the rates of wages, hours of work, wage period, dates of payment of wages, names and address of the Inspectors having jurisdiction and date of payment of unpaid wages, shall be displayed in English and in Hindi and in local language, in conspicuous places at the work site.
- c) Return intimating the actual date of the commencement or completion of each contract work, under each contractor, shall be submitted to the Inspector within 15 days from the commencement or completion of the work as the case may be. The return shall be filed in Form No.VI B .
- d) The contractor on behalf of SBI (principle Employer) shall submit the annual return in duplicate in Form No. XXV to the Registering Officer concerned so as to reach him not later than the 15th February following the end of the year to which it relates. All the registers, records and notices shall be produced on demand before the Inspector or any other authority under the Act.

**(iii) Responsibility of payment of wages of workmen (Section 21).**

The principal employer shall nominate a representative duly authorized by him to be present at the time of disbursement of wages by the contractor and it shall be the duty of such representative to certify the amounts paid as wages in the prescribed manner. The authorized representative shall record under his signature a certificate at the end of the entries in the Register of wages or in the Register of wage and Muster Roll, in the following form.

**"Certified that the amount shown in Column No. \_\_\_\_ has been paid to the workmen concerned in my presence on \_\_\_\_\_ at \_\_\_\_\_."**

The Contractor shall be advised to disburse the wages in the presence of the authorized representative. If the contractor fails to make payment of wages within the prescribed period or makes short payment, the principal employer shall be liable to make payment of wages in full or the unpaid balance due to the contract labour employed by the contractor and recover the amount so paid from amounts payable to the contractors. Proof of minimum wages paid to labours like basic, PF, DA, EPF, ESIC etc. may be required to be submitted to the Bank as and when required during the contract period.

**(iv) Welfare measures (Sections 16 to 19)**

The welfare measures like canteen, rest rooms and other facilities to the contract labour are required to be provided by the contractor himself, but if any of the facilities is not provided by the contractor, then it shall be provided by the employer within 7 days of the commencement of the employment of contract labour. However, all expenses incurred by the Bank in providing the amenity shall be recovered from the Contractor either by deductions from any amount payable to the contractor or as a debt payable by the contractor.

**(v) Penalty for contravention (Section 22 to 27).**

a) Whoever obstructs an Inspector in the discharge of his duties under the Act or refuses or willfully neglects to afford the Inspector any reasonable facility for making any inspection, examination, enquiry or investigation authorized by or under the Act in relation to an establishment, shall be punishable with imprisonment for a term which may extend to 3 months or with fine which may extend to Rs.500/- or with both.

b) The contravention of any provision of the Act or of the rules made there under or contravention of any condition of a license granted under the Act is punishable with imprisonment which may extend to 3 months or with fine which may extend up to Rs.1000/- or with both.

The Site Engineer/PMC shall ensure that all the obligations under the relevant provisions of the Act including obtaining licenses by the contractor under Section 12 of the Act are complied with. Before releasing the contractor's final payment, they shall also ensure that the contractors have paid all dues to their contract labour.

## **6.6 Program charts and Progress Report:**

- a) Within a 15 (fifteen) days time after the acceptance of his Tender, the Contractor shall submit to the Project Management Consultant for his approval and/ or information a BAR Chart showing the order of procurement and method in which he proposes to carry out the works, a general description of the arrangements and methods which he proposes to adopt for the execution of the Works, the Constructional Plant and Temporary Works which he intends to supply, use or construct as the case may be, the scheduling of samples, Shop Drawings and approvals from concerned authorities as required under the contract.
- b) If the actual progress of the works does not conform to the approved chart, the Contractor shall be required to submit a revised programme and implement the same for the completion of the works within the stipulated time for completion.
- c) List of personnel I. Authorized representative II. Technical & non-technical staff III. Skilled & unskilled labours IV. Security staff, deployed at site for on schedule completion of this contract.
- d) This program shall be submitted by the contractor in consultation with Architect/PMC to the Employer. The submission to and approval by the Project Management Consultant of such programs shall not relieve the Contractor of any of his duties or responsibilities under the contract.
- e) The monthly progress chart as given the tender indicating there in the program and progress achieved both physical and financial with reasons for short fall, if any, shall be sent by the Site Engineer/PMC to the Bank before 10th of the following month.

## **6.7 Co-ordination and Monitoring:**

- i) It is the prime responsibility of the architects/PMC to ensure that execution of the work progresses smoothly in accordance with the program and in proper co-ordination among different agencies.
- ii) The Architects/PMC shall keep a close watch on the progress of work, the resources position etc. and take suitable timely remedial measures to sort out the bottlenecks in consultation with the concerned Engineers of the Bank.
- iii) Site meetings shall be held at periodical intervals at least once in a month or at closer intervals where Architect/PMC/Site Engineer/Bank's Engineer and the representatives of various agencies who are involved in the project shall attend and review the progress of work and sort out hindrances, if any.
- iv) Concerned Project Engineers/A.G.M./DGM shall attend site meetings as often as possible in the interest of expeditious progress of the work. Minutes of the site meetings shall be prepared by the Architects/PMC and furnished to the concerned Department and others concerned immediately after of holding such meeting.
- v) In terms of the contract provisions, the contractors are required to submit progress photographs (in triplicate) at the beginning of each month. The photographs shall be so taken in such a manner so as to give a fair idea of progress of construction and the date of photographs taken shall be written on the reverse.
- vi) As a faster means of coordination and monitoring, the use of advanced technology may be used.

## **6.8 Testing of materials and approval:**

### **Field Quality Plan (FQP)**

The contractor shall prepare and submit the Field Quality Plan (FQP) clearly showing the tests to be performed, their reference IS codes, Frequency of tests, place of testing (Site laboratory or NABL accredited outside laboratory) for the schedule of testing of all materials received at site within 30 days from the date of commencement of work and shall seek necessary approval of PMC / Employer on it.

To ensure use of quality materials and to exercise proper quality control on the works, certain tests are to be undertaken regularly by the contractor during the progress of the work as per the provisions of the contract. Some of the important tests that are to be carried out on the construction materials are such as water, steel, bricks, cement, tiles, timber, particle boards, aggregates, pipes, fittings, concrete, wires/cables, M.S. sheets, conduits, earth pits and these shall be conducted as per the relevant BIS specifications/agreement at the Government approved Technical Institutes/Laboratories. Report on these tests shall be forwarded to the Architects/PMC who shall duly certify the results thereof are in order and the materials may be used in the work. If the results do not conform to the relative BIS, the architects shall take immediate appropriate action as per terms of contract.

Results of all concrete cube tests shall be recorded in a Register of Cube Tests as per Annexure 11.07 maintained at site in a register and signature of the contractors and Site Engineer/PMC be obtained.

Under the terms of contract, the contractors are required to submit samples of various materials, items, fittings etc. for the approval of the Bank and architect. For this purpose, special site meetings shall be arranged in the initial stage of project execution. As far as possible, the materials of brand names, if any, given in the contract shall only be selected.

**Quality Assurance-** Quality Assurance plan is to be maintained by the contractor to ensure a progressively improved and uniform quality of the finished work. The plan shall indicate all the required tests to be done during the construction stage, all the relevant applicable codes, specifications as well as acceptable criteria for each of the relevant items of work, materials. The contractor is to submit "Methods Statement" for the Quality Assurance for the elaborate construction procedure, the specifications of the materials involved their testing and acceptance criteria, equipments to be used precautions to be taken for all activities, for approval of the employer. All these have to be checked/tested periodically at the required intervals by the contractor in the presence of the authorized persons of the employer and reports shall have to be signed by the authorized persons of the employer. Copies of all such reports at various stages shall be appended with each running account bill as well as the final bill failing to which no payment shall be released to the contractor. The contractor to set up an independent quality assurance set up providing adequate covered space, qualified expert technicians, equipment and consumables at the site assuring maintenance of quality. For quality assurance certain tests are to be performed at site. The contractor is to maintain a field testing laboratory with at least following equipment and instrument:

**a) For Building Works**

1. Balances
  - i) 7 kg to 10 kg capacity, semi-self indicating type-accuracy 10gm.
  - ii) 500 gm capacity, semi self indicating type accuracy 1 gm.
  - iii) Pan balances- 5 kg capacity- accuracy 10 gms.
2. Ovens- electrically operated, thermostatically controlled up to 1100c.
3. Sieves-IS 460-1962
  - i) Is sieves-450mm internal dia., of sizes 100mm, 80mm, 63mm, 50mm, 40mm, 25mm, 123.5mm, 10mm, 6.3mm, 4.75mm complete with lid and pan.
  - ii) IS Sieves-200 mm internal dia (brass frame) consisting of 2.36mm, 1.18mm, 600 microns, 425 micron, 300 micron, 212 micron, 150 micron, 90 micron, 75 micron, with lid and pan.
- 4) Sieve shaker capacity of 200mm and 300mm dia. sieves, manually operated with timing switch assembly.
- 5) Equipment for slump test- Slump cone, steel plate, tamping rod, steel scale, scoop.
- 6) Dial Gauges, 25mm travel-0.01mm/ division, least count-2 Nos
- 7) 100 ton compression testing machine, electrical-cum manually operated.
- 8) Graduated measuring cylinders 200ml capacity-3 nos

**b) Field Testing Instruments-**

1. Steel Tapes-5m, 15m, 30m.
2. Vernier Calipers
3. Micrometer screw gauge
4. A good quality plumb bob.
5. Spirit level, level tube
6. Wire gauge
7. Foot rule
8. Long NYLON thread
9. Rebound hammer testing machine
10. Dynamic penetrometer
11. Magnifying glass
12. Screw driver-30 cm long
13. Ball pin hammer-100gms
14. Plastic bags for sample collection
15. Portable balance 5 kg
16. EDM
17. Any other instruments required time to time in the interest of work.

**6.9 Measurement Sheets and Recording of measurements:**

i) The Measurement Sheets (called MS hereinafter) is the initial record of works accounts and is the basis of all accounts of quantities of work done by the contractors or by labourers employed departmentally or materials received. The payment for all works done and for all materials received through a contract shall be made on the basis of detailed measurements recorded in MS.

MS shall be maintained very carefully and accurately as these may have to be required for all billing purposes and shall be produced as evidence in a Court of Law as and when required.

ii) The site engineer/PMC shall take joint measurements of the work as it progresses and record them directly in the MS.

iii) It shall be ensured that the method of measurements is in accordance with the mode of measurement given in the contract. Any point of disagreement/dispute with the contractor pertaining to mode of measurements shall be promptly referred to the Concerned Authorities of the Bank for final decision.

iv) Extra/deviated items, as claimed by the contractor, shall not be recorded in MS until they are approved by the Bank.

v) The MS shall not be left under the custody of the contractor at any time. The contractor or his representative may be permitted by the PMC to see it in his presence or make a copy of his own.

vi) The measurement shall be authenticated / signed at the end of each session of measurement of the day's work, as the case may be, by both the parties i.e. PMC and the contractor's authorized representative.

vii) The contractor shall give due notice to the Bank 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 dimension taken before such burial, in default whereof, the same at the opinion of the Bank, be either opened up for measurement at the contractor's expenses or no payment may be made for such material, should any dispute or difference 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 Bank shall be accepted as correct and binding on the contractor.

viii) The work shall be measured in the same sequence as constructed.

ix) Before the start of measurements of excavation, the measurer should be in possession of the reduced levels (RLs), of the bottom of excavation, of the natural ground and of the ground floor level i.e. plinth level. Any discrepancy with measured sites shall be set right.

x) Work at different levels/stages/floors shall be kept scrupulously separate. Location notes should be made opposite the respective dimension entries on M.S. pages.

xi) Abbreviations, commonly used by quantity surveyors should be freely used to convey maximum information about entries.

xii) Measurements should start at the left hand rear corner of the building. The record of measurement of work should be so methodical that after the perusal of a few pages only, any one should be able to follow the measurement procedure of recording entries.

xiii) Checking of measurements shall be as under. It shall not be perfunctory and should reveal errors, accidental or deliberate, by the staff. It should also serve as a process of instructions to junior staff.

a) The initial record of measurements will be done by the PMC along with contractor's authorized representatives mentioned in Para ii under this clause. The Bank's Engineer shall check 10% of all measurements and up to 25% in case of costly or hidden items.

b) The Site Engineer should also certify along with the Architect wherever applicable, particularly where there is no separate supervision agency in the MB that (a) the work has been executed as per specification and approved drawings, (b) no labour complaint is received so far against the contractor, (c) no water and electricity is drawn from the Bank by the contractor for his use, (d) the amount withheld against part rate payment is sufficient.

All measurements should be recorded neatly and directly in the MS at the site of work. The recording of measurements elsewhere and copying them into MS is forbidden. The entries should be made with ball pen/ink pen. No entry should be erased/over written. If a mistake is made, it should be corrected by crossing at the incorrect words or figures and inserting the correction. The correction thus made shall be properly attested. The persons recording the measurements should sign in all pages. Any page or space left blank inadvertently should be cancelled by diagonal lines; the cancellation should be attested and dated. When any measurements are cancelled or disallowed, they must be endorsed by the dated initials of the officer ordering the cancellation or by a reference to his written order initiated by the engineer who recorded the measurements. The reasons for cancellation are also recorded.

The details of major works along with its details in case of electrical works like Make, Sr. No, details of length of cables measured etc and same in case of civil like Grid, Column/Beam number etc. also should be recorded for future references. MB should be sent only by registered post or by special messenger.

The following items of work which, owing to their situation, cannot subsequently be checked are known as hidden items.

- 1) All works below ground level such as concrete, masonry, steel work etc. in foundation.
- 2) Fabricated steel work in columns, beams etc. which are encased either in masonry or concrete.
- 3) Framework of false ceiling, partition, wall paneling.
- 4) Bitumen painting of roofs under mud-phuska and tiles paving or under terrace concrete.
- 5) Water proofing treatment.
- 6) Lines of pipes buried in floor or wall or ceiling in internal sanitary, water supply or drainage installation.

The levels of the plot shall be recorded in the MS. The Site Engineer/PMC are responsible for safe custody of the MS.

#### **6.10 Certification of Bills and Payment:**

Normally the agreement stipulates the value of works for interim bills. When the gross payment due to the contractor against work done including secured advance against the value of materials collected at site exceeds the amount of interim amount of bill specified in the tender, the contractor is entitled to submit a bill as explained below:

i) The contractor shall prepare the bill in triplicate on the basis of the item wise abstract of the total measured quantities as recorded in the MS. The tender items shall be serially reproduced in the bill. The extra or variation items which have been approved shall only be included in the bill. Such extra items shall be shown in the bill in separate sub-head along with references for approvals. The bills in triplicate shall be submitted to the Bank's Site Engineer/PMC.

ii) The Bank's Site Engineer/PMC on receipt of the bill in triplicate from the contractors shall verify the following:

- a) The bill of quantities is as per the measurements recorded in the MS.
- b) The rates for different items are as per accepted tender/quotation and/or the approved rates for variation.
- c) The part rates are commensurate with the actual stage of work done and reasons for allowing part rates are briefly mentioned.
- d) Deductions/rebate on account of retention money, or any item of work have correctly been shown in the bill.
- e) Proper insurance cover as provided for in the contract and for proper value has been taken by the contractor.
- f) Test certificates for the materials used, concrete etc. required as per the contract have been enclosed.

iii) The bill after due verification as above and after incorporating necessary corrections shall be sent in triplicate to the Architect/PMC for certification, who will also give a statement for the following :

- a) Statement giving reasons for excessive variations i.e. above 20% in the quantities as compared to the tender quantities.
- b) Statements showing the theoretical and actual consumption of cement and steel.
- iv) The bill shall be thoroughly scrutinized and checked by the architects and sent to the Premises & Estate Department along with a certificate of payment in duplicate as per tender. The architects shall satisfy about compliance of all requirements as per the terms of contract.

Necessary test check measurements shall be done by the Bank Engineer as per tender.

v) Where tender provides for adhoc payment of R.A. bills, adhoc payment shall be made by the Bank after due certification by the Architects after observing the following formalities:

- a) A certificate for adhoc payment representing the percentage mentioned in the contract of the net amount payable shall be obtained from the architects.
- b) The Employer/ Bank shall exercise a preliminary check on the bill including recovery statement for any materials supplied, and all other recoveries to be affected from the bill as per agreement.
- c) It shall be ensured that the payment of bills including adhoc payments are made within the time stipulated in the contract.

vi) The bill along with measurement books duly certified by the architects received by the Employer shall be processed for payment on priority basis:

a) The Concerned Engineer shall carry out arithmetical check of the bill in addition to complete verification of all relevant facts in regard to both tendered and non-tendered items, rates, advances, recoveries, rebates, insurance cover, and validity of Bank Guarantees etc. After satisfying himself about the correctness of the bill, he has to prepare Memorandum of payment.

b) He shall also ensure that (1) only approved extra/variation items are considered in the bill, (2) necessary certificates are recorded and (3) necessary test check measurements are done by the architects and Bank's Engineer.

c) The payment shall thereafter be released after taking into account the adhoc payment made, if any. After the bill is passed for payment, the contractor shall be advised of the details like gross amount of the bills paid so far, gross amount of particular bill passed along with details of recoveries.

d) While passing a bill for payment, if the gross amount of the bill exceeds the sanctioned cost including the contingencies, the payment shall be restricted to the sanctioned amount and after obtaining the additional sanction from the earlier sanctioned authority the balance amount may be released.

vii) In terms of the relevant provision of the Income Tax Act 1961, all payments made against the bills shall be subject to the recovery of income Tax and surcharge as specified by the I.T. Department. The amount so deducted shall be credited to the Government account and a certificate of deductions shall be given to the contractor. All statutory recoveries including labour cess etc. are affected from the gross values of the bill.

viii) The Architect shall ensure that the final bills are obtained from the contractors as early as possible after the virtual completion certificate with a view to settle the bill within the stipulated period of three months/contractual conditions.

ix) While scrutinizing the final bill, the following checks shall be exercised:

- a) That the architects have issued the virtual completion certificate for the work.
- b) That extension of time, if any, beyond scheduled date of completion has been granted by the competent authority.
- c) That where the invocation of Liquidity damages clause has been decided upon, the recovery of liquidated damages has been affected.
- d) That the contractors have submitted the necessary guarantees/undertakings/test certificates as required in terms of contract.
- e) That all advances including mobilization advance, if any are recovered in full. The interest component as applicable shall also be recovered.
- f) That there are no outstanding recoveries against the contractors on account of water, electricity, telephone charges or damages to fittings/fixtures or any other account as specifically provided for in the agreement.
- g) That all receipt for refundable deposits, if any, paid by the contractors on behalf of the Bank, have been submitted by the contractor to the Bank, so that the Bank may pursue with the concerned authorities, for obtaining refund of the same.
- h) That the required check measurements have been carried out in the MS and the fact recorded in the MB.
- i) That the contractors have been given a certificate to the effect that "Accepted in full and final settlement of all claims".
- j) Income Tax, Sales tax on works contract, Labour cess or any other tax as per terms of contract are recovered as per the statutory regulations.
- k) That the total cost of work is within the sanction, If not, revised sanction has to be obtained before releasing the payment to the contractor.
- l) Two sets of executed plans.

#### **6.11 Variations/extra items of work:**

i) The detailed estimates have been prepared based on approved plans and drawings so that variations during execution of work are kept to the minimum. However, if some change has to be made, the same may be done with the approval of competent authorities.

Deviations in the agreement would normally comprise of:-

- a) New items of works i.e. items completely new and in addition to the items of contract. These are known as extra or additional items.
- b) Substituted items i.e. items which substitute the existing one or are taken up in lieu of those already provided in the contract. There can be slight modifications or partially omitting items of work in the contract.
- c) Deviation in quantities of items, i.e. where there is increase or decrease in the quantities of work in the agreement. In other words, the nomenclature of work remains the same but the quantities vary with those provided in the agreement.
- ii) As regards substitution or extra item of work, it should be ensured, while doing so, that the quantity of low rates items is not substituted by high rated items either by way of substitution or by allowing extra items.
- iii) The rates of substitution or extra items shall be approved by the competent authorities and these rates are to be derived in the manner as specified in the tender document.
- iv) As regards variation in quantities of the tender items, the same may be permitted by the competent authority for certifying the contractor's running bills and making payment.

#### **6.12 Measurements for inadmissible items:**

In case of items which are claimed by the contractor but are not admissible, measurements should be taken for record purposes only and without prejudice so that in case it is subsequently decided to advise the contractor, there should be no difficulty in determining the quantities of such items. A suitable reason should however be made in red ink against such measurements to guard against payments in the ordinary way.

#### **6.13 Site order book:**

i) For issuing instructions to contractors in the course of day to day supervision of works, site order book shall be maintained by the Site Engineer/PMC in a prescribed form of the tender. Instructions should be prepared in triplicate

and serially numbered. A copy of these instructions can be given to the contractor and architect for necessary action. While issuing such instructions, the contractor/his authorized representatives' signature shall be obtained on the office copy.

ii) Instructions in the site order book shall be recorded under the signature of the Site Engineer/PMC. The Bank's Engineer during his periodical inspection/visit shall peruse and record his instructions, if any, in this book.

iii) All instructions to the contractors which are at variance with tender provisions as also pointing out lapses on the part of the contractors to adhere to the tender specifications shall be issued in writing through site order book by the Site Engineer/PMC as well as architect and Bank's officials visiting the site.

iv) The site order book shall be kept in the custody of the Site Engineer/PMC at site. This fact shall be made clear to the contractors at the beginning of the work.

v) The site order book shall be referred to at the time of making final payments to the contractors.

vi) The site order book shall be preserved for a period of 5 years or up to the time of all disputes cases of the work are finally settled, whichever is later, after completion of a work in the same manner as a M.B.

#### **6.14 Hindrance Register:**

In order to have a record of hindrance in the progress of work which may result in delays and consequent claims from the contractors for extension of time a Hindrance Register shall be maintained at the construction site. The details of hindrances with time period shall be recorded by the Site Engineer/PMC therein when these occur and all recordings shall be signed jointly by the Site Engineer/ PMC and the contractor's representative. The extract of the same shall be sent to the Employer. While considering the contractor's request for extension of time for completion of work, this register shall be referred to.

#### **6.15 Site Registers (Indicative only) :**

The following registers are to be maintained by Contractor/ PMC at site office:

i) Daily Progress record

ii) Site order book

iii) Cement and steel register (Receipts, consumption, balances).

iv) Concrete cube test register/slump cone test register.

v) Register of drawings and working details.

vi) Log book of defects.

vii) Test reports of building materials.

viii) Sand bulkage register/silt content register.

ix) Daily labour register.

x) Variation order register.

xi) Hindrance register

xii) Electrical wiring system testing register.

xiii) Equipment test certificate register.

These registers or any other register as desired by SBI / Architect and a set of latest drawings shall be kept in the safe custody of the Site Engineer/PMC.

#### **6.16 Extension of time:**

The time allowed for carrying out the work as entered in the agreement shall be strictly observed by the contractor and shall be reckoned from the date of commencement of work. The work shall throughout the stipulated period of contract be proceeded with care and due diligence (time being the essence of the contract) on the part of the contractor. To ensure good progress of the work during the execution, the contractor shall be bound in all cases, by the time schedule submitted by him.

i) If the contractor shall desire an extension of time for completion of work on the grounds that there having been unavoidable hindrances in execution or on any other ground he shall apply in writing in format enclosed in the tender to the architect within 30 days of the hindrance on account of which he desires such extension.

ii) The Site Engineer/PMC shall consider the application with reference to the reasonableness of the grounds cited therein and the recordings in the Hindrance register maintained at site. They shall thereafter forward their comments/recommendations to the architects. The architects shall refer the case to the Employer along with their recommendations.

iii) The Employer on being satisfied about the reasonableness of the request of the contractors, in terms of the relevant contract conditions, may recommend a fair and reasonable extension of time in the format enclosed in the tender to the concerned authority for granting extension of time.

iv) Extension of time shall be granted before expiry of the contract period so that the contract is in force at the time of granting extension of time. Even if the contractor fails to apply for extension of time, the PMC and architects shall bring the fact to the notice of the Employer.

v) While granting extension of time, it shall be clearly stipulated that the extension of time is being given without

prejudice to the Bank's right to recover liquidated damages under relevant contract clause.

- vi) The letter granting extension of time is to be issued by the architects in a standard format of the tender.
- vii) If the contractors fail to complete the work within the stipulated period, the extended time as above or if the delay in completion of the work is attributable to the contractor in any way whatsoever, liquidated damages shall be recovered from the contractor's dues as stipulated in the contract. The authority to decide as to whether liquidated damages are to be levied or not.

#### **6.17 Substandard works and materials:**

The contractors are required to execute all works satisfactorily and according to the specifications.

- i) If any material or work is found to be unsound, imperfect, or inferior, from what is specified in the contract, the contractor should rectify or re-execute the work or remove the material as the case may be within a reasonable time depending upon the nature of work. If the contractor fails to do so, the work shall be got redone or rectified or the material replaced through any other agency at the contractor's risk and cost as per the provisions of the contract.
- ii) Under certain exceptional circumstances, when the substandard work done cannot be rectified or redone because of structural or other constraints, the matter shall be reported to the Architect and Bank's Engineers and if it is subsequently decided to accept the said work, payment for such work shall be allowed at a reduced rate arrived at keeping in view the nature and extent of deviation from the specifications or drawings.

#### **6.18 DELINQUENCIES**

The under noted delinquencies / defaults / misconduct / misdemeanors on the part of tenderer or enlisted contractor will attract disqualification action.

- i) Incorrect information about credentials, about his performance, equipment, resources, technical staff etc.
- ii) Non-submission of the fresh / latest income tax clearance certificate
- iii) Irregular tendering practice.
- iv) Submission of tender containing far too many arithmetical errors and freak rates.
- v) Revoking a tender without any valid reasons.
- vi) Tardiness in commencing work
- vii) Poor organization at site and lack of his personal supervision
- viii) Ignoring Bank's notices for replacement / rectification of rejected materials, workmanship etc.
- ix) Violating any of the important conditions of contract i.e. site facilities, insurance, labour laws, ban on subletting etc.
- x) Lack of promptitude and co-operation in measurement of work and settlement of final account.
- xi) Non-submission of vouchers and proof of purchases etc.
- xii) Tendency towards putting up false and untenable claims.
- xiii) Tendency towards suspension of work for frivolous reasons.
- xiv) Treatment of labour
- xv) Bad treatment of sub-contractors (piece workers) and business like dealings with suppliers of material.
- xvi) Lack of co-operation with nominated contractors of Bank
- xvii) Contractors becoming Bankrupt or insolvent.
- xviii) Contractor's conviction by a Court of Law.
- xix) Failure to satisfactorily rectify defects during Defects Liability Period (DLP) and discovery of latent defects in contractor's work after the expiry of DLP of his contract.

#### **6.19 DISQUALIFICATION ACTION AGAINST (DELINQUENCIES OF) CONTRACTOR**

##### **PROCEDURE:**

- i) Correspondence on this subject shall be initiated (marked confidential) by the concerned Engineer in charge of project who discovered the contractor's misdemeanors / delinquencies etc.
- ii) The correspondence shall contain facts and proofs and not mere suspicions.
- iii) No disqualification action shall be taken against a contractor by an officer below rank of DGM or the authority who have accorded approval for empanelment of prequalification.
- iv) Record of disqualification action taken against contractors shall be maintained in a separate file as also in the concerned contractor's dossier.

#### **6.20 Insurance:**

The contractors under the terms of the contract are required to keep the works duly insured under CAR Policy(Contractor All Risk Policy) as well as third Party Insurance for minimum value of Rs. 5 Lakhs until the

Completion of the project or handing over whichever is later. The Bank shall ensure that proper insurance policies are taken in the joint names by the contractors and the same are renewed at appropriate time. The policies taken out by the contractor shall be kept in safe custody of the concerned Department of the Bank. The Site Engineer/PMC shall ensure that insurance policies are in order while certifying the contractor's bills. The concerned authorities of the Bank shall also verify at the time of releasing payments to the contractors.

**6.21 Third Party Insurance:-**

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

**Minimum Amount of Third Party Insurance**

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

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

**Accident or Injury to Workmen**

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

**Insurance against accidents etc to workmen**

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

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

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

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

**6.22 Occupation certificate :**

After the completion of the project, the architects shall organize to get a completion certificate/occupation certificate from the local authority, as required, for occupying the building.

**6.23 Completion of work and refund of security deposit:**

- i) The work shall be considered as complete only when the certificate of virtual completion is issued by the architects.
- ii) The 'defects liability period' as prescribed in the contract shall commence only from date of such virtual

completion.

iii) Any defect that may appear within the defects liability period shall be rectified by the contractor within reasonable time on receipt of necessary instructions from architects/Bank to that effect. The Site Engineer/PMC attached to the project shall during the defects liability period, after thorough inspection of the work done, prepare a list of defective items of work and forward the same to the Architect / Employer for issue of formal instructions to the contractors for rectification of defects. Such intimation for rectification of defects shall reach the contractors before the expiry of the defects liability period.

iv) 50% of Security Deposit will be returned on Virtual completion of work subject to satisfaction of Bank. However, before releasing the remaining 50% security deposit it shall be ensured that all the defects pointed out have been satisfactorily rectified by the contractor during the defects liability period. In case of failure on the part to do so, the cost of rectifying the defects through any other agency shall be deducted from the amount of security deposit due to the contractor.

#### **6.24 Performance guarantees/manufacturers test certificates:**

Once the work is certified as virtually complete, architects shall ensure that all the performance guarantees in respect of waterproofing treatment, anti termite treatment, lifts, A.C. equipment, substation equipments like transformer, H.V. gears, fire pumps, diesel engines etc. as per the contract provisions are submitted by the contractor. The concerned Engineers of the Bank shall ensure that the final payments are released to the contractor only after obtaining such guarantees wherever specified.

#### **6.25 Completion drawings:**

On completion of the project, the Architects/Consultants shall prepare and submit 'as built drawings' in respect of layout, floor plans, sections, elevations showing all external services on cloth tracing/polyester film and **soft copies**. The consultant shall also obtain relevant operating instructions, manuals wherever applicable and forward the same to the Bank. The final installment of professional fees of the Architects/Consultants shall be released after all the completion drawings as required in terms of agreement are furnished by them.

#### **6.26 Insurance:**

The Employer shall make necessary arrangement to insure the building/installation from the date of virtual completion.

#### **6.27 Termination of Contract by the Bank:**

If the Contractor being an individual or a firm, commits any "Act of insolvency" or shall be adjudged as insolvent or being an incorporated Company shall have an order for compulsory winding up or applies for voluntary winding up or subject to the supervision of the court and of the official Assignee or the Liquidator in such acts of insolvency or winding up shall be unable within 7 (seven) days after notice to him requiring him to do so, to show to the reasonable satisfaction of the Architect that he is able to carry out and fulfil the Contract, and to give security therefore, if so required by the Architect.

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 Contract.

OR, shall assign or sub-let the Contract without the consent in writing of the Architect/ Employer first obtained.

OR, shall charge or encumber this Contract or any payments due or which might become due to the Contract or any payments due or which might become due to the Contractor there under.

OR, if the Architect shall certify in writing to the Employer that the Contractor :

- i. has abandoned the Contract, or
- ii. has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for 7 (seven) days after receiving from the Architects written notice to proceed, or
- iii. has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be complete with the time agreed upon , or
- iv. has failed to remove materials from the site or to pull down and replace work for 7 (seven) days after receiving from the Architects written notice that the said materials or work were condemned and rejected by the Architects under these conditions, or
- v. 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 7 (seven) days after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same, or
- vi. Has to the detriment of good workmanship or in defiance of the Architects instruction to the contrary sublet any part of the Contract.

Then in any of the said cases the Employer may not withstanding any previous waiver, after giving 7 (seven) days notice in writing to the Contractor, determine the Contract but without thereby affecting the powers of the Architect,

or the obligations and liabilities of the Contractor, the whole of which shall continue in force as fully as if Contract has not been determined and as if the works subsequently executed had been executed by or on behalf of the Contractor. And further, the Employer, may enter upon and take possession of the work and all plant, tools, scaffoldings, sheds, machinery, seam and other power utensils and material lying upon the premises or the adjoining lands or roads and use the same as his own property or may employ the same by means of his own servants and workmen carrying on and completing the works and the Contractor shall not in any way interrupt or to do any act, matter or things to prevent or hinder such other Contractor or other person or 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 Architect shall give a notice in writing to the Contractor to remove his surplus materials and plant, and should the Contractor fail to do so within a period of 14 (fourteen) days after receipt thereof by him the employer shall sell the same by public auction and shall give credit to the Contractor for the amount realized after deducting there from the costs of removal and sales by the Employer for the values of the said and the expenses or loss which the Employer shall have been put to in procuring the works to be completed and the amount, if any, owing to the Contractor and the amount which shall be so certified shall thereupon be paid by the Employer, to the Contractor, or, by the Contractor to the Employer, as the case may be, and the certificate of the Architect/ Employer shall be final and conclusive between the parties. On termination of the contract, the Contractor shall forthwith remove himself and his workmen from the works site.

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

If at any time after acceptance of the tender EMPLOYER shall decide to abandon or reduce the scope of work for any reason whatsoever and hence not require the whole or any part of the work to be carried out, the Architect/Consultant shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter.

The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the work fully but which he did not derive in consequence of the foreclosure of the whole or part of the work.

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

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

#### **6.29 Suspension of work:**

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

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

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

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

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

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

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

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

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

c) To measure up the work of the contractor, and to take such part thereof as shall be unexecuted, out of his hands, and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him (of the amount of which excess the certificates in writing of the Architects/ Consultant shall be final and conclusive) shall be borne by original contractor and may be deducted from any money due to him by EMPLOYER 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 EMPLOYER the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any material or entered into any engagements or make any advances on account of, or with a view to the execution of the work or the performance of the contract and in case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or to be paid any sum or any work thereto for actually performed under this contract, unless, and until the Architect/Consultant will have certified in writing the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

### **6.31 Certificate of Payment**

The contractor shall be entitled under the certificates to be issued by the Architect/ Consultant to the contractor within 15 working days from the date of certificate to the payment from EMPLOYER from time to time. The EMPLOYER shall recover the statutory recoveries and other dues including the retention amount from the certificate of payment.

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

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

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

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

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

The contractor shall not submit interim bills when the approximate value of work done by him is less than Rs 30 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 Architect/Consultant shall issue the certificate of payment within a period of two months. The EMPLOYER 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.

### **Advance on non-perishable materials (Secured Advance)**

The architect/consultant may at his discretion include in the interim certificate such amount as he may consider proper on account of non perishable materials brought to site by the contractor for use in the works as per proforma of Running Account Bill and a bond is furnished and recommend to SBI through the Architect/Consultant for advance payment, not exceeding 75% of the value thereof provided that non perishable materials are as per specification stipulated in the accepted contract, this advance payment shall be adjusted in the subsequent interim payment for the work.

### **6.32 Power Supply**

The contractor shall make his own arrangements for power and supply/distribution system for driving plant or machinery for the work and for lighting purpose at his own cost. The cost of running and maintenance of the plants are to be included in his tender prices. He shall pay all fees and charges required for the power supply and include

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

**6.33 Water supply :**

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

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

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

**6.34 Videography and photography of Major activities at site:**

The contractor in consultation with PMC shall make proper arrangements to carry Videography and photography of all major activities, day to day progress, hindrances etc. as per requirement of the employer without charging any additional cost to them and shall maintain two copies of photos (Hard copy- colored as well as soft copy) and videos in soft form, one copy of which will be submitted to the client.

## 8. SPECIAL CONDITIONS OF CONTRACT

### 8.1. Location of Site

The site is located near Near Airport, BHAVNAGAR.

### 8.2. Dimensions and Levels

All dimensions and levels shown on the Drawings shall be verified by the Contractor on the site and he will be held responsible for the accuracy and maintenance of all dimensions and levels. If any discrepancy is observed the same shall be brought to the knowledge of Architect/ Employer/ PMC immediately.

### 8.3. Notice of Operation:

- a) The Contractor shall not carry out important operation without the consent in writing of the Architect/ Project Management Consultant.
- b) If it is found that the two or more persons who are connected with one another either financially or as principal and agent or master and servant have tendered separately under different names, for the same work without disclosing their relation, the tender will be cancelled. Any contract if entered into, under such conditions, will also be cancelled at any time during its currency and earnest money will be forfeited.

### 8.4. Programme of Works and Method of Construction:

In pursuance of General Condition of Contract, the Contractor on starting the work shall furnish to the Architect/ PMC a program for carrying out the work stage by stage in the stipulated time. Bar chart etc. on individual work shall be maintained showing the progress regularly. The Contractor shall submit to the Project Management Consultant regular progress report stating the number of skilled and unskilled labours employed on the works, working hours done and quality/ quantity of work done during the period.

### 8.5. Assistance for Employer/ Architect/ Project Management Consultant:

The Contractor shall provide for the Employer/ Architect/ PMC at all times during the Contract including Defects Liability Period, all such men as he may require to assist him in carrying out or checking any measurements, levels, setting out or measuring up of work. The Contractor is also to provide ladders, gangways, etc., and the necessary attendance to move and adopt as directed for inspection or measurement of the works by the Architect.

### 8.6. Construction Records:

The Contractor shall maintain full and accurate records of the dimensions and positions of all new work and any other information necessary for the Project Management Consultant to be able to prepare complete drawings recording details of the works as constructed. The same may be handed over to the Employer through PMC as and when required.

### 8.7. Safety of adjacent Structures of Works:

- a) The Contractor shall provide and erect to the approval of the Employer/ Architect/ Project Management Consultant such supports as may be required to protect efficiently all structures or works which may be endangered by the execution of the works or otherwise take such permanent measures as may be required by the Project Management Consultant to protect the structures or works. The Contractor will be allocated an area for his plant, stores, and compound workshop and site offices within the site.
- b) **Work at Night:** If the Contractor is required to work at night and/ or on Sundays and holidays in order to complete the work within the time schedule the Contractor shall provide and maintain at his own cost sufficient lights to enable the work to proceed satisfactorily without danger. Approaches to the site also shall be sufficiently lighted by the Contractor. No extra payments will be made for night work. Prior intimation and approval should be taken from Employer through Architects/ PMC in this regard. Any permission etc., from local statutory bodies shall be obtained as applicable at his own risk & cost.
- c) **Reporting of accidents to labour:**  
The Contractor shall be responsible for the safety of persons employed by him on the works and shall report accidents to any of them whenever and wherever occurring on the works, to the Architect/ PMC/ employer who shall make every arrangement to render all possible assistance. This shall be without prejudice to the responsibility of the Contractor under the insurance clause of the general conditions of contract.

**8.8. Requisition of Materials:**

The Bills of Quantities shall not be used as a basis for quantities of materials and the Contractor is entirely responsible for assessing the quantities of materials to be ordered. The employer is not bound to supply any materials and EMPLOYER may reset the requisition of materials.

**8.9. Power, Water & Other facilities:**

The Contractor shall be responsible to provide within the scope of work all facilities necessary for performance of the work including (but not limited to) water, power, transportation, labour, tools, construction and testing equipment and machinery and land at or about the job site (s) for the Contractor's field offices, godowns, Workshops and residential accommodation for Contractor's staff, quarry rights for raw material, borrow areas, access roads, and right (S) of way to or about the job site (s) and Contractor's office, godown, workshop accommodation, quarries and/or borrow area.

The EMPLOYER does not warranty or undertake the provision of any facility aforesaid or otherwise whatever to the Contractor, or assistance in obtaining/ procuring the same or other assistance whatever for or in the performance or testing of the work and the Contractor shall not imply by conduct, expression or assurance or by any other means, any promise or obligations on the part of the EMPLOYER contrary to the provision hereof and any such promise or obligation understood by the Contractor shall not be binding upon the EMPLOYER.

Any assistance which the EMPLOYER renders to the Contractor in terms hereof or otherwise relative to the work by provision of any facility, water, power etc. as above shall not for any cause afford a basis or defence to the Contractor for any of his obligations under the contract, nor ground for extension of time for completion.

**8.10. Procurement of materials:**

- a) The Contractor shall procure all materials by his efforts and at his own cost. The Contractor shall not remove any material from the site without a written authority of the Project Management Consultant on completion of the works. The Contractor shall obtain the instructions of the controlling Authorities as to how the surplus materials if any, is to be disposed off.
- b) Cement storage:  
**The Contractor shall at his own cost erect and maintain a cement storage shed on the site having water tight walls and roof. The shed should be capable of storing minimum 20 (twenty) tones (400 bags) of cement at a time.**

**8.11. Temporary Services:**

The Contractor shall provide and maintain all temporary services on or about the site including providing **Tower cranes**; hoists for material movements required for the execution of the works and shall remove them on completion as decided by Architect/ Project Management Consultant.

**8.12. Unauthorized Persons:**

No unauthorized persons are to be allowed on the site. The Contractor shall instruct all such persons to keep out and shall take steps to prevent trespassing.

**8.13. Keeping Site Clean and Clear:**

During the progress of the works and when directed by the Architect/ Project Management Consultant the Contractor shall keep the site clear of all rubbish and debris including that which may be deposited on the site by any Sub-Contractors and shall maintain the housekeeping at site premises by properly stacking different materials on different locations/ yards until the date of issue of Certificate of Completion. The contractor at his own cost shall develop separate yards for steel and cement. All scraped materials shall be dumped in the scrap yard specially designated in the site premises for this purpose. The cost of keeping the site clean shall be deemed to have been included for in the rates.

On completion of the works, the Contractor shall at his own expense clear away and remove from the site not later than 7 (seven) days from the date of completion of works all constructional plant, surplus material, rubbish and temporary works of every kind as required by local statutory authorities if applicable, and leave the entire site and works clean and in a workman like condition. In case of failure by the Contractor, the Employer under the advice of Architect/ Project Management Consultant will have the right to get the site cleared at the risk and cost of the Contractor to the satisfaction of the Architect/ PMC/ Employer.

**8.14. Office Accommodation store for Contractor, Employer and Project Management Consultant on the site.**

- a) The Contractor shall erect and maintain entirely at his own expense offices for the Project Management Consultant/ Architect's representatives and for his own staff respectively at such places as the Architect shall indicate. These offices shall be provided by the Contractor with furniture and light, toilet facilities etc.
- b) The Contractor shall provide for all necessary storage on the site in a specified area for all materials such as timber, cement, lime and such other material, which are likely to deteriorate by exposure to sun or rain. All such stores shall be cleared away and the ground left in good and proper order on completion of this contract; unless otherwise expressly mentioned herein.
- c) All materials which are stored on the site such as bricks, metal, sand etc. shall be stacked in such a manner as to facilitate rapid and easy checking of quantities of such materials.

**8.15. Lighting for Works**

The Contractor shall at all times provide approved lighting as required for the proper execution and supervision of the works at his own cost.

**8.16. Labour Hutments**

**The Contractor shall not be allowed to put up any hutments/ temporary structures for accommodating his labour/ staff on site or within the RAO Campus.** He shall be required to make his own arrangement elsewhere **at his own cost.** However, if local authorities so permit and subject to the Contractor arranging for such permission, some space at site which will not come in the way of the permanent construction, temporary construction facilities and offices may be provided to the Contractor at the discretion of the Employer for purely temporary bachelor accommodation or essential/ core staff engaged on Emergency or essential services round the clock like security, fire fighting, concrete laying and curing with proper sanitary facilities.

**8.17. Works Diary**

The PMC shall keep a Diary/ Register on the site in which all his remarks, instructions, decisions and the essential details, of the work shall be recorded. The Contractor shall assist in keeping the diary by supplying daily information on the works as required by Employer/ Architect/ Project Management Consultant.

**8.18. Progress Report:**

The Contractor shall submit daily/monthly progress reports to the Employer/ Architect/ Project Management Consultant in a form as required by him which shall also include progress photographs of the works. In addition, the Contractors shall maintain site records/ registers etc. as required and directed by the Architect/ PMC/ Employer.

**8.19. Site Meetings:**

Progress and quality evaluation meetings will be held at the site every week. The Contractors' authorised senior representative-in-charge of the project along with his authorised site-in-charge and other authorised staff as required participating in these meetings and ensuring all follow up actions.

**8.20. Contractor to Verify Site Measurements:**

- a) The Contractor shall check and verify all site measurements whenever requested by other specialists, Contractors or by nominated or other sub-Contractor 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. A copy of all such information passed on shall be given to the Project Management Consultant.
- b) Measurement to be recorded before work is covered up:  
The Contractor shall take joint measurements with the PMC's/ Architect's representative before covering up or otherwise placing beyond the reach of measurement any item of work. Should the Contractor neglect to do so, the same will be uncovered at the Contractor's expense or in default thereof, no payment or allowance shall be made for such work or the materials with which the same was executed. No claim for interim bill payment will be entertained unless the bill is accompanied with detailed measurements.
- c) Typographic or clerical errors  
The Architect's clarifications regarding partially omitted particulars or typographical or clerical errors shall be final and binding on the Contractor.

### 8.21. Items not covered

- a) If any item of work is ordered to execute which is not covered in the contract it will be paid for through deriving from analogous item of the contract and if such item is not available then as per valuation that would be derived on the basis of the actual cost of the materials and labour incurred in carrying out the said work, as specified and directed by Employer/ Architect/ PMC and as determined by the Employer, plus **15%** (Fifteen percent) to allow for Contractor's profit and overhead and other related costs.
- b) Any work not carried out as per drawings issued for Execution and Specification and/ or instructions or is defective in the opinion of the Architect/ PMC shall be demolished and replaced by new work by the Contractor to the satisfaction of the Architect and/ or Consulting Engineer. If the Architect may allow such work to remain the Contractor shall accept a reduction in the rate quoted by him and/ or reduction in the total cost of such works as will be assessed and decided upon by the Architect. Employers decision on recommendation of PMC/ Architect shall be final and binding to the Contractor.
- c) **Substitution/ Variation/ Deviations:** Should the Contractor desire to substitute any materials and workmanship, he/ they must obtain the approval of the Employer/ Architects in writing for any such substitution well in advance. Materials designated in this specification indefinitely by such term as "Equal" or "Other Approved" etc. specific approval of the Employer/ Architects has to be obtained in writing.  
The price of all such additional items/ non-tendered items will be worked out on the basis of rates quotes for similar items in the contract wherever existing or on engineering rate analysis based on prevalent fair price of labour, material and other component as required. The tender rates, shall hold good for any increase or decrease the tendered quantities up to variation of 25%. For variation beyond 25%, the rate for the respective item may be reviewed on mutually agreed terms.

### 8.22. Contract Rates:

The Contract prices and variation rates shall remain firm till final completion of the work and shall be deemed to include all labour, materials, use of plant tools, temporary works and buildings, etc. insurance, works contract tax, local taxes and duties, royalties, establishment charges, overhead, profit, supervision, transport, sampling, testing (Onsite & Laboratory), shop drawing, as-built drawing and other charges and every expense incurred in the proper and due execution, completion and maintenance of the works, and shall be in full satisfaction and discharge of every obligation and imposed upon him by the contract and nothing extra shall be payable unless so specifically stated in this contract. Goods and Service Tax (GST) will be paid extra as applicable.

### 8.23. Time of Completion & Progress of Works:

The whole of the work as stipulated shall be completed within the stipulated time period starting from the date of the written order by the Employer to commence the work. The work shall generally be preceded in accordance to agreed program of works. Time is the essence of the contract, and the works must be completed within the time schedule as indicated in the appendix to the Tender. Any tender which disagrees with time schedule of construction and stipulates a longer period is liable to be rejected.

The Contractor shall take all special steps he thinks might be necessary to complete the work in the stipulated time including any special plant, equipment, additional quantity of shuttering and other materials, labour etc. and give detailed and specific indication of the same in his tender submission and include the cost thereof in his quoted rates.

### 8.24. Statutory Obligations, Notice, Fees and Charges:

- a) The Contractor shall comply with and give all notices required by any act, any instrument rule or order made under any Act, or of any regulation or by-laws of Municipal Corporation and any other local body or authority or of any agency which has any jurisdiction with regard to the works or with whose systems the same we are or will be connected (all requirements to be complied with being referred to in these Conditions as the statutory requirements)
- b) If the Contractor shall find any divergence between the statutory requirements and all or any of the contract documents or any variation instruction issued in accordance with these Conditions, he shall immediately give to the Employer/ Architect a written notice specifying the divergence.
- c) If the Contractor gives notice under paragraph (b) of this sub-clause or of Employer/ Architect shall otherwise discover or receive notice of a divergence between the statutory requirements and all or any of the contract

documents or any variation instructions issued in accordance with these conditions, the Employer shall within 7 (seven) days of discovery or on receipt of a notice issue instructions in relation to the divergence.

- d) If in any emergency compliance with paragraph (a) of this sub-clause requires the Contractor to supply materials or execute work before receiving instruction
- e) under paragraph (c) of this sub-clause the Contractor shall supply such limited materials and execute such limited work as are reasonably necessary to secure the statutory requirements.
- f) The Contractor shall forthwith inform the Employer/ Architect/ PMC of the emergency and of the steps that he is taking under this paragraph of these conditions.
- g) Work executed and materials supplied by the Contractor under sub-paragraph (i) of this paragraph shall be deemed to have been executed and supplied pursuant to Employer's instruction in accordance with these Conditions provided that the emergency arose because of a divergence between the statutory requirements and all or any of the documents referred to in these Conditions or any variations, instructions issued in accordance with these Conditions.
- h) Provided that the Contractor complies with paragraph (b) of this sub-clause, the Contractor shall not be liable to the Employer under this Contract. If the works do not comply with the statutory requirements from the Contractor having carried out work in accordance with the documents referred to these Conditions.
- ii) The Contractor shall pay and indemnify the Employer against liability in respect of any fees or charges (including any rates or taxes) legally demandable under any Act, any instrument rule or order made under any Act, law or any regulation or below of any local authority or of any statutory or agency in respect of works.
- iii) It will be the Contractor's sole responsibility and obligation to arrange for blasting license from the relevant authorities; if the excavation requires blasting. The Contractor will have to store the blasting powder in a suitably constructed store as per regulation of the explosive department and local bodies.

#### **8.25 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 Employer through the architect and no undertaken shall relieve the contractor from the responsibility of the contractor from active superintendence of the work during its progress.

#### **8.26 Materials and Workmanship to be best of the respective kind**

- i) All materials, goods and workmanship shall as far as possible be the best of the respective kinds and standards described in the Contract.
- ii) The Contractor shall upon the request of the Employer/ Architect/ PMC furnish him with documentation to prove that the materials and goods comply with sub clause (i) of this condition.
- iii) The Employer may issue instructions in regard to the removal from the site of any work, materials or goods which are not in accordance with this Contract. In case the Contractor fails to do so in accordance with the time schedule laid down by the Employer, then the Employer will be at liberty to have these material moved out at the expense of Contractor. Ruling of Employer in this regard will be final and binding under the advice of the Architect/ PMC.

#### **iv) Samples:**

All samples of adequate numbers, size, shades & pattern as per specifications shall be supplied by the contractor without any extra charges. If certain items proposed to be used are of such nature that samples cannot be presented or prepared at the site detailed literature/test certificate of the same shall be provided to the satisfaction of the Architect/ consultant. Before submitting the sample/literature the contractor shall satisfy himself that the material/equipment for which he is submitting the samples/literature meet with the requirement of tender specification. Only when the samples are approved in writing by the architect/consultant the contractor shall proceed with the procurement and installation of the particular material/equipment. The approved samples shall be signed by the Architect/Consultant for identification

and shall be kept on record at site office until the completion of the work for inspection/comparison at any time. The Architect/Consultant shall take reasonable time to approve the sample. Any delay that might occur in approving the samples for

reasons of its not meeting the specifications or other discrepancies inadequacy in furnishing samples of best qualities from various manufacturers and such other aspects causing delay on the approval of the materials/equipments etc shall be to the account of the contractor.

The Employer/ Architect/ PMC shall check the samples and give his comments and/ or approval to the same. Only when the samples are approved in writing by Employer he shall proceed with the procurement and installation of the same. The approved samples shall be signed by the Architect for identification and shall be kept on record at Employer's office until the completion and acceptance of the work and shall be available at the site for inspection/ comparison at any time. The Contractor shall keep with him a duplicate of such samples to enable him to process the matter. For items of work where the samples are to be made at the site, the same procedure shall be followed. All such samples shall be prepared at a place where it can be left undisturbed until the completion of the project.

**a) Testing of concrete:**

The Contractor shall make his own arrangement for testing of the concrete cubes as per relevant IS codes at site and by outside laboratory from time to time as required by the PMC/ Architect and all the cost of testing and conveyance shall be borne by the Contractor. The PMC/ Architect/ Employer reserves the right to test the concrete at the cost of the Contractor in the event of the Contractor failing to do so.

**b) Testing of work and materials:**

The Contractor shall arrange to test materials/ proportions of the works at his own cost in order to prove their soundness and quality. If after any such test the work is found, in the opinion of the Architect/ PMC, to be defective or unsound, the Contractor shall dismantle and re-erect the same at his own cost.

**c) Treasure trove:**

Should any treasure, fossils, minerals, or works of art of antiquarian interest be found during excavation or while carrying out works, the same shall be the property of the employer. The Contractor shall give immediate notice to the Architect of any such discovery and shall hand over any such treasure to the employer on demand.

**8.27 Approved Makes:**

The specifications provide a list of approved makes of some materials specified. The tender price quoted shall cover for this aspect. Only when it is not possible to use any of the approved makes, either due to non availability or due to technical reasons and the Contractor shall propose alternative materials and if found suitable these shall be approved by the Employer/ Architect for construction.

**8.28 Dismissal of Undesirable Persons:**

The Employer may issue instructions requiring the dismissal from the works of any person employed thereon without assigning any reason. The decision of Employer in this regard will be final and binding.

**8.29 a) Access to the Works**

The Employer/ Employer's representative, Architect/ Architect's representative, PMC/ PMC's representatives and their nominees shall at all reasonable times have access to the works and to the workshops or other places of the Contractor or his Sub-Contractors/ Suppliers where work is being carried out for the Contract. When work is to be so carried out in workshops or other places of a Sub-Contractor, the Contractor shall by a term in the sub-contract incorporate a similar right of access to those workshops or places for the Employer and their nominees/ representatives and shall do all things reasonably necessary to make such right effective.

**b) Facilities to other Contractors:**

The Contractor shall give full facilities and cooperation to all other Contractors working on site such as, plumbing, electrical, lift erection etc. as directed by the Architect/ PMC and shall arrange his program of work so as not to hinder the progress of other works. The decision of the Architect/ PMC on any point of dispute between the various Contractors on this count shall be final and binding on all parties concerned.

**8.30 Employer/ Architect's Instruction:**

i) The Contractor shall forthwith comply with all instructions issued to him by the Employer/ Architect/ PMC in regard to any matter in respect of which the Employer expressly empowered by these Conditions to issue instructions. If within 7 (seven) days after receipt of a written notice from the Employer/ Architect/ PMC requiring compliance with an instruction the Contractor does not comply therewith, then the Employer may employ and

pay other persons to execute any work whatsoever which may be necessary to give effect to such instruction and all cost incurred in connection with such action shall be recoverable from the Contractor by the Employer as a debt or may be deducted by him from any monies due or to become due to the Contractor under this Contract.

ii) All instructions issued by the Employer/ Architect/ PMC shall be issued in writing. However any instruction issued orally shall be given immediate effect and shall be confirmed in writing within 3 (three) days.

**8.31 Termination:**

In the event of the Contractor failing to complete the works within the stipulated period of completion as mentioned hereof, the Employer may, notwithstanding anything contained to the contrary in the contract, terminate at any time the contract without being liable in any manner whatsoever to the Contractor, by giving 30 (thirty) days notice in writing to the Contractor and proceed to complete or get completed the works which have remained incomplete/ not done at the time of such termination at the risk and cost of the Contractor.

**8.32 Preparation of building works for occupation and use on completion:**

On completion of the work, the Contractor shall inform the PMC/ Architect in writing that he has finished the work and it is ready for the inspection. He will leave the entire possession of site neat and clean and ready and to the satisfaction of the Architect/ PMC/ Employer.

All the work shall be carried out as per the detailed drawings and Architect's instruction and in stages as desired by the Architect.

## 9. SPECIAL CONDITIONS OF CONTRACT

**NO EXTRA shall be paid for complying with and/or implementation of any of the below listed clauses:**

**9.1** The Contractor shall install a 'Display Board' at the conspicuous place on site indicating:-

- i) Name & address of developer, architect, structural engineer and contractor.
- ii) Building name, Zone, Road etc.
- iii) Date and No. of development permission.
- iv) Approved FSI/Built-up area, no. of buildings and floors permitted.

2) The contractor shall have to carry out and submit Fire Audit before applying for plinth completion certificate and shall obtain and submit final Fire NOC from Fire Officer before applying for Occupancy Certificate. The contractor shall provide at his own cost all fire fighting requirement along with necessary accessories as prescribed in National Building Code and as per Fire Officer/Fire Advisor's remarks.

3) The Contractor shall follow all the Energy Conservation Building Code (ECBC) norms.

4) CONTRACTOR shall assist Bank / Architects to obtain and submit final NOC from all the other relevant Authorities as applicable before applying for Occupancy Certificate of the building;

5) Contractor is required to submit Shop Drawings & As Built Drawings : Building Information Modeling in REVIT,3D format; No Extra shall be paid for this;

6) The contractor shall comply with Environment, Health and Safety (EHS) guidelines as listed below;

### **9.2 ENVIRONMENTAL HEALTH AND SAFETY (E.H.S.) GUIDELINES FOR THE CONTRACTORS**

#### **9.2.1 Contractor's Responsibilities and Obligations:**

- a) It will be sole responsibility of the CONTRACTOR to ensure all applicable legal compliances related to Environment, Health and Safety.
- b) The CONTRACTOR shall submit a detailed EHS Plan along with the details of responsible person to SBI/SBI and shall be responsible for EHS performance of their sub-contractors too.
- c) The CONTRACTOR will strictly comply with various rules and orders made by Gujarat Government under the Building and other Construction Workers (Regulation of Employment & Condition of Service) Act, 1996.
- d) It shall be responsibility of the CONTRACTOR that all the employees at site are protected from the occupational hazards of the work or any other work carried out in the vicinity.
- e) The CONTRACTOR shall identify and exercise all necessary precautions for pollution control & safety, health of all of his workmen and other persons who may be affected by his services.
- f) The CONTRACTOR shall be fully responsible to comply with the applicable conditions stipulated under environmental clearance. Also, the CONTRACTOR is responsible for complying with all other Central's & State Government's regulatory requirements along with other requirements.

#### **9.2.3 Obligations for Environmental Protection:**

- a) Necessary license/consents shall be obtained by the CONTRACTOR for RMC/Hot Mix Plant from Gujarat Pollution Control Board (GPCB) under Air act/Water act & all conditions of the said license/consent shall be fulfilled.
- b) All minerals for the project shall be brought from the approved sources/quarries having valid No Objection Certificate (NOC)/Consolidated Consent and Authorization (CCA) from Gujarat Pollution Control Board (GPCB).
- c) The transportation of the construction material like soil, sand, cement and aggregates etc. to the site from the source should be transported in the truck properly covered by tarpaulin or suitable material.
- d) Sprinkling of water on the site at least twice in a day as per site condition to suppress the dust should be done.
- e) Construction equipments, machines and transportation vehicles should be in appropriate condition meeting the pollution control norms and shall be inspected periodically for noise and emissions levels.
- f) Periodic maintenance of construction machinery, transportation vehicles should be under taken and engines of all vehicles should be thoroughly maintained so as to keep noise and emissions levels within the limits.
- g) Diesel generator sets used during the construction phase of more than 15 KVA should be enclosed type.

- h) The oil/grease handling area should be kept effectively impervious to prevent surface and ground water contamination by oil/grease. Also need to clean these areas after periodic intervals.
- i) Safe drinking water is to be supplied to the workers at site/camps and periodic inspection / cleaning of water tanks is to be done.
- j) Sufficient sanitation facilities should be provided at site before starting construction activities, in order to maintain hygienic conditions at site/camp.
- k) The waste water generated from the worker camps, workshops, washing equipments etc shall be disposed in environmentally sound manner.
- l) Dumping of any type of construction waste in neighboring sites, landscaped area, and natural drains is strictly prohibited. It should be dumped at designated site only.
- m) Garbage generated at site/workers camps should not be dumped anywhere near the construction site or worker camps. Waste should be segregated as Biodegradable, Non Biodegradable, recyclable, hazardous waste at source itself and put in separate colour coded bins. It shall be disposed at designated Government approved disposal site only.
- n) Hazardous wastes such as waste oil, paints, solvents, wood preservatives, pesticides, adhesives and sealants shall be handed over to the GPCB authorized vendors only.
- o) Recyclable wastes such as plastics, glass fiber insulation, roofing etc shall be given to authorized vendor;
- p) All topsoil excavated during construction activities should be stored for use in horticultural works / landscape development at designated sites.
- q) Any activity resulting in Air, Water and Land pollution will be considered as a serious offence.
- r) It is recommended to have silt fences to prevent spill over of excavated soil to areas outside the working area.
- s) Stockpiles of materials near natural drains/ neighboring plot shall be avoided.
- t) The entire project area shall be cleaned and checked before the on-set of monsoon to ensure free flow of storm water run-off.

#### **9.2.4 Obligations for Health & Safety of workers:**

- a) Safety and work specific induction is must before work start on site.
- b) It is necessary to provide a dedicated and competent EHS supervisor to take care of environmental, health & safety performance at site. If the CONTRACTOR employs 100 workmen, he shall appoint one Safety Officer with the required qualifications and experience.
- c) It is the responsibility of the CONTRACTOR not to allow any of his employees to work in an unsafe condition, nor with unsafe equipment and shall take all necessary measures to prevent accidents.
- d) The construction site shall be barricaded (at least 3m height) as per design approved by architect with adequate signage. All site areas having risk of falling need to be barricaded properly. Adequate safety instructions and signage shall be displayed at site.
- e) The CONTRACTOR shall provide periodic safety training to all his employees/workers commensurate to their job roles.
- f) Good housekeeping must always be maintained. All roads, passage, walkways, aisles, must always be kept clear of materials to avoid slips, trips and falls.
- g) Safety Talk / Tool Box Talk are to be conducted daily for workmen to make them aware about the hazards associated with their role.
- h) In case of any accident or incident Mass Tool Box Talk need to be given amongst all the workmen as an awareness.
- i) The CONTRACTOR shall provide adequate and suitable Personal Protective Equipments (PPEs) to all concerned personnel. PPE's like safety helmet (IS 2925), safety shoes (puncture resistance), Safety Belts, hand gloves (PYC type/rubber/cotton/leather) according to nature of work, high visibility jacket, ear muffs, safety goggles etc. are mandatory at construction sites.
- j) All PPEs, safety devices and safety guards are to be maintained properly and should be kept sound and operative. To ensure PPEs usage by employees, a register bearing signature or thumb impression of the employee issued with such PPE shall be maintained. Periodic replacement also needs to be noted in register.
- k) For the smooth traffic movement, the CONTRACTOR needs to assign signalman or traffic controller around the construction site.
- l) Construction/maintenance activities carried out at height of 3 meters and above shall be controlled and should be as per IS code IS 4014.
- m) Health and safety requirements for excavation shall be as per the IS code (IS 3764). Excavation site should be properly barricaded with sufficient safety signage.

- n) Necessary Health and safety requirement for confined space (basements etc.) need to be followed. Proper access/egress, oxygen level, illumination level and supervisor with log sheet, emergency vehicle need to check before start of confined space work. Inspection of construction equipment shall be carried out prior to their deployment by EHS Supervisor.
- o) Makeshift arrangement as parts of scaffolding, work benches, electricity board etc. are strictly prohibited. Damaged or defective tools shall not be allowed at site.
- p) Electrically operated tools shall be inspected periodically.
- q) Earth Leakage Circuit Breakers (ELCB) shall be used on all temporary electrical connections and ELCB testing records need to be maintained.
- r) The temporary cables used shall be free from damaged insulation, kinks or improperly insulated joints.
- s) Proper grounding shall be ensured for all switch boards & electrical equipment.
- t) Well maintained apparatus, such as torches, manifolds, regulators or pressure reducing valves, Gas cutting sets with flashback arrestor, welding machines with crimping clamps shall be used in hot work activity.
- u) First aid facilities with professional first aider shall be readily available for 24 hours at site.
- v) Material Safety Data Sheet (MSDS) shall be displayed on site for paints, pesticides, adhesives, sealants and similar kind of materials.
- w) Combustible material such as wooden waste, empty tins, paints, adhesives need to be removed from site on periodic basis.
- x) Fire extinguisher near DG sets/ combustible material storage area is required and to be maintained properly to avoid fire hazards.
- y) Arrangement of the emergency medical facility shall be readily available along with respective site supervisor.

**Disposal of construction waste:**

The contractor has to carry out proper and efficient disposal of all kinds of construction wastes generated from the site strictly as per IGBC norms without any additional cost to the client.

**9.2.5 Installation of safety nets:**

The contractor must install high quality safety nets all round the building below a high level work area so as to reduce the distance of fall of any object or person from the working site as per the norms of Indian Health and Safety Act. Safety nets must be designed to deflect and absorb the energy of a fall so as to reduce the likelihood of a person being injured. There must be enough clear space below the net so that as the net deflects, the person who has fallen does not strike an obstacle or the ground. Proper installation of safety nets will allow people to work at height without restricting their movement.

**9.2.6 Installation of green nets :**

The contractor must install high quality green nets all round the building so as to prevent accumulation of constructional dust, grinding dust and all other types of harmful sand, cement, stone dust particles in to the surrounding area which can hamper the ambient air quality of the surrounding. The contractor shall not charge any additional cost to the client for doing the same.

**9.2.7 Records, Documentation and Reporting:**

- a) The CONTRACTOR has to maintain all the records related to various Environmental, Health & Safety related NOCs, licenses, certificates, permissions, monthly reports etc at the site office.
- b) PPE registers with bearing signature or thumb impression of employees issued with such PPE's need to be maintained along with the competency records of the skilled workmen.
- c) The CONTRACTOR will submit a quarterly EHS compliance report.

**9.2.8 Audit and Inspections:**

- a) The CONTRACTOR has to attend the meetings called by SBI/SBI
- b) SBI /SBI reserves the right to carry out inspection or audit of the construction site at anytime.
- c) These periodical audits will be done by the Architect / PMC / ECI assigned by SBI / SBI. After receiving the audit report; the CONTRACTOR should prepare compliance report and need to submit to SBI / SBI within stipulated time.

**9.2.9 Cost Recovery and Penalty:**

- a) Non compliance of guidelines by the CONTRACTOR will attract serious attention of the SBI / SBI Management and SBI/ SBI will be in position to exercise its authority.
- b) SBI / SBI may issue notice to the CONTRACTOR to deploy a more competent site-in-charge and/or other personnel.

- c) SBI / SBI reserve the rights to implement necessary measures at site in case the CONTRACTOR fail to implement. The cost of the same will be recovered from the CONTRACTOR.
- d) In case of repeated non-compliance of EHS guidelines by the CONTRACTOR, SBI / SBI reserves the rights to take strict action and issue a stop work notice or and may impose a fine.

**9.2.10 Emergency Response:**

- a) The CONTRACTOR has to prepare and implement an Emergency Preparedness Plan. Details of responsible officials for handling emergency situations along with their name, designation and contact numbers have to be displayed at various locations within the site.
- b) In case of any emergency like fire, explosion, toxic gas release or any incident, immediate information is to be communicated to various helpline:

MEDICAL: 108

FIRE: 101

SECURITY: 100

## 10. CONTRACTORS LABOUR RULES – REGULATION -

### 10.1 Labour Rules:

The Contractor shall at all times during the continuance of the Contract, comply fully with all existing Acts, regulations and bylaws including all statutory amendments and re-enactment of State or Central Government and other local authorities and any other enactments, notifications and acts that may be passed in future either by the State or the Central Government or local authority, including India. Workmen's Compensation Act, Contract Labour (Regulation and Abolition) Act 1970 and Equal Remuneration Act 1976, Factories Act, Minimum Wages Act, Provident Fund Regulations, Employees Provident Fund Act, schemes made under the same Act and also Labour Regulations as revised Health and Sanitary Arrangement for Workmen, Insurance and other benefits and shall keep Employer indemnified in case any action is commenced by competent authorities for contravention by the Contractor. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated henceforth on the part of the Contractor, the Architect/ Employer shall have the right to deduct from any money due to the Contractor, his amount of Performance Security or recover from the Contractor personally any sum required or estimated to be required for making good the loss or damage suffered by the Employer, responsibility in connection with the employees of the Contractor, who shall, in no case, be treated as the employees of the Employer at any point of time.

### 10.2 Fair Wages:

- a) The Contractor shall pay the labourers engaged by him on the work not less than fair wage which expression shall mean, whether for time of piecework, the respective rates of wages fixed by the local authorities as fair wages for the area payable to the different categories of labourers or those notified under the Minimum Wages Act for corresponding employees of the Employer, whichever may be higher.
- b) The Contractor shall, notwithstanding the provisions of a contract to the contrary, cause to be paid a fair wage to labourers indirectly engaged on the works, including any labour engaged by Sub-Contractors in connection with the said works as if the labourers had been directly employed by him.

### 10.3 Notices:

The Contractor shall before he commences the work, display, and correctly maintain in a clean and legible condition at a conspicuous place on the Site, notices in English and in a language spoken by the majority of the workers, stating therein the rate of wages which have been fixed as fair wages and the hours of work for which such wages are earned and send a copy of such notices to the Architect.

### 10.4 Record of wages etc.

The Contractor shall maintain records of wages and other remuneration paid to his employees in such form as may be convenient and as per the requirements of the PMC/ Employer/ Architect and the Conciliation Officer (central), Ministry of Labour Government of India., or such other authorized person appointed by the central or State Government and the same shall include the following particulars of each worker :

- a) Name, worker's number and grade;
- b) Rate of daily or monthly wage;
- c) Nature of work on which employed;
- d) Total number of days worked during each wage period;
- e) Total, amount payable for the work during each wage period; All deductions made from the wage with details in each case of the ground for which the deduction is made;
- f) Wage actually paid for each wage period.
- g) The Contractor shall provide a Wage Slip for each worker, employed on the Works.
- h) The Wage records and Wage Slips shall be preserved for at least 12 (twelve) months after the last entry for Inspection of Wage Records.
- i) The Contractor shall allow inspection of the aforesaid Wage Records and Wage Slips to the Architect/ PMC and to any of his workers or to his agent at a convenient time and place after due notice is received, or to the Employer or any other person authorized by him on his behalf.
- j) The Employer/ Architect or any other person authorized by them on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of the Fair Wages Clause. He shall also have the power to investigate into any complaint regarding any default made by the Contractor or Sub-Contractor in regard to such provision.
- k) No party shall be represented by a legal practitioner in any investigation or inquiry under this Clause, unless Architect/Employer agree otherwise.

## **10.5 Safety Provisions:**

The Contractor shall comply with all the precautions as required for the safety of the workmen by the I.L.O. Convention No. 62 as far as they are applicable to the Contract. The Contractor shall provide all necessary safety appliances, gears like goggles, helmets, masks, etc. to the workmen and the staff.

### **10.5.1 SCAFFOLDS:**

- i) Suitable scaffolds shall be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except in the case of short duration work which can be done safely from ladders. When a ladder is used, it shall be of rigid construction made either of good quality of wood or steel. The steps shall have a minimum width of 450mm and a maximum rise of 300 mm. Suitable hand holds of good quality wood or steel shall be provided.
- ii) Scaffolding or staging more than 4m. above the ground floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly bolted, braced or otherwise secured, at least 1 m. above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
- iii) Working platforms, gangways and stairways shall be so constructed that they do not sag unduly or unequally and if the height of the platform, gangway or stairway is more than 4 m. above ground level or floor level, they shall be closely boarded and shall have adequate width and be suitably fenced as described in (ii) above.
- iv) Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 1m. Wherever there are open excavations in ground, they shall be fenced off by suitable railing and danger signals installed at night so as to prevent persons slipping into the excavations.
- v) Safe means of access shall be provided to all working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m. in length while the width between side rails in rung ladder shall in no case, be less than 290mm. for ladder up to and including 3m. in length. For longer ladders this width shall be increased at least 20mm for each additional meter of length.
- vi) A sketch of the ladders and scaffolds proposed to be used shall be prepared and approval of the Engineer obtained prior to construction.

### **10.5.2 OTHER SAFETY MEASURES:**

All personnel of the Contractor working within the plant site shall be provided with safety helmets. All welders shall wear welding goggles while doing welding work and all metal workers shall be provided with safety gloves. Persons employed on metal cutting and grinding shall wear safety glasses.

Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public.

### **10.5.3 EXCAVATION & TRENCHING :**

All trenches, 1.25m. or more in depth shall at all times be supplied with at least one ladder for each 30m. in length or fraction thereof. The ladder shall be extended from bottoms of the trench to at least 1m. above the surface of the ground. Sides of trenches which are 1.5m or more in depth shall be stepped back to give suitable slope or securely held by timber bracing so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5m of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done.

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

### **10.5.4 DEMOLITION:**

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

- a) All roads and open areas adjacent to the work site shall either be closed or suitably protected.

- b) No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically charged.
- c) All practical steps shall be taken to prevent danger to persons employed from the risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.

**10.5.5 PERSONAL SAFETY EQUIPMENTS:**

- a) All necessary personal safety equipment as considered adequate by the site Engineer/ PMC should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the Contractor should take adequate steps to ensure proper use of equipment by those concerned.
- b) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
- c) Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes shall be provided with protective goggles.
- d) Those engaged in welding works shall be provided with welder's protective eyesight lids.
- e) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- f) When workers are employed in sewers and manholes, which are in use, the Contractor shall ensure that the manhole covers are opened and are ventilated at least for an hour before the workers are allowed to get into manholes and the manholes so. Opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public.
- g) The Contractor shall not employ men below the age of 18 years and women on the work of painting with products containing lead or any toxic material in any form. Wherever men above the age of 18 are employed on the work of such painting the following precautions should be taken:
- h) No paint containing lead or lead products shall be used except in the form of paste or readymade paint. Paints like vinyl and epoxies having toxic fumes should be applied after following all precautions laid down by manufacturers.
- i) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.
- j) Overalls shall be supplied by the Contractor to the workmen and adequate facilities shall be provided to enable the working painters to wash during the cessation of work.
- k) When the work is done near any public place where there is risk of drowning, all necessary equipments should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

**10.5.6 HOISTING MACHINES:**

Use of hoisting machines and tackle including their attachments anchorage and supports shall conform to the following standards or conditions:

- a) These shall be of good mechanical constructions sound material and adequate strength and free from patent defect and shall be kept in good repair and in good working order.
- b) Every rope used in hoisting or lowering materials or as means of suspension shall be of durable quality and adequate strength and free from patent defects.
- c) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years shall be in charge of any hoisting machine including any scaffolding winch or give signals to operator.
- d) In case of every hoisting machine and of every chain ring hook, shackle shovel and pulley block used in hoisting or as means of suspension the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load, each safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.

- e) In case of departmental machines, the safe working load shall be notified by the Site Engineer/ PMC. As regards Contractor's machines, the Contractor shall notify the safe working load of the machine to the PMC whenever he brings any machinery to site of work and get it verified by the PMC concerned.
- f) Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum of the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulated mats, wearing apparel, such as gloves, sleeves and boots as may be necessary, should be provided. The workers should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
- g) All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.
- h) These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the Contractor.
- i) To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the Contractor shall be open to inspection by the Labour Officer, Engineers of the Department or their representatives.
- j) Notwithstanding the above clause from (i) to (xviii), there is nothing in these to exempt the Contractor from the operations of any other Act or Rule in force in the Republic of India..
- k) The Contractor shall at his own expense provide footwear for all labour engaged on concrete mixing work and other types of work involving the use of tar, cement, etc., to the satisfaction of the Engineer or his representative, and on his failure to do so, the Employer shall be entitled to provide the same and recover the cost from the Contractor

#### **10.5.7 First Aid:**

At every workplace, there shall be maintained in a readily accessible place first aid appliances including an adequate supply of sterilized dressings and sterilized cotton wool as prescribed in the Factory Rules of the State in which the work is carried on. The appliances shall be kept in good order and, in large workplaces; they shall be placed under the charge of a responsible person who shall be readily available during working hours.

At large workplace, where hospital facilities are not available within easy distance of the works, First Aid Posts shall be established and be run by a trained compounder. Where large workplaces are remotely situated and far away from regular hospitals, an indoor ward shall be provided with one bed for every 250 employees.

Where large work place are situated in cities, towns or in their suburbs and no beds are considered necessary owing to proximity of city or town hospitals, suitable transport shall be provided to facilitate removal of urgent cases to these hospitals. At other workplaces, some conveyance facilities shall be kept readily available to take injured person or persons suddenly taken seriously ill, to the nearest hospital.

At large workplace, there shall be provided and maintained an ambulance room containing the prescribed equipment and in the charge of such medical and nursing staff as may be prescribed. For this purpose, the relevant provisions of the Factory Rules of the State Government of the area, where the work is carried on, may be taken as the prescribed standard.

#### **10.6 Accommodation for Labour:**

The Contractor shall during the progress of the work provide, erect and maintain necessary temporary living accommodation and ancillary for labour at his own expenses to the standards and scales as approved by the Architect/ PMC

#### **10.7 Drinking Water:**

In every workplace, there shall be provided and maintained at suitable places, easily accessible to labour, a sufficient supply of water fit for drinking.

Where drinking water is obtained from an intermittent public water supply, each workplace shall be provided with storage where drinking water shall be stored. Every water supply storage shall be at a distance of not less than 15 meters from any latrine, drain or other source of pollution. Where water has to be drawn from an existing well,

which is within such proximity of latrine, drain or any other source of pollution, well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap door which shall be dust-proof and water-proof.

A reliable pump shall be fitted to each covered well. The trap door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.

**10.8 Washing and Bathing Places:**

Adequate washing and bathing places shall be provided separately for men and women. Such places shall be kept in clean and drained condition.

**10.9 Latrines and Urinals:**

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

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

11.PROFORMA & ANNEXURES

**ANNEXURE – 11.01 NOTICE OF COMMENCEMENT /COMPLETION OF CONTRACT WORK**

**ANNEXURE – 11.02 MONTHLY PROGRESS REPORT**

**ANNEXURE – 11.03 CONCRETE CUBE TEST REPORT**

**ANNEXURE – 11.04 RUNNING A/C BILL**

**ANNEXURE – 11.05 R. A. BILL CERTIFICATE**

**ANNEXURE – 11.06 HINDRANCE REGISTER**

**ANNEXURE – 11.07 ANTI-TERMITE TREATMENT**

**ANNEXURE – 11.08 WATER PROOFING WORKS**

**ANNEXURE – 11.09 SITE ORDER BOOK**

**ANNEXURE – 11.10 EXTENSION OF TIME LIMIT**

**ANNEXURE – 11.11 RECOMMENDING EXTENSION OF TIME.**

**ANNEXURE – 11.12 FORMAT OF LETTER GRANTING EXTENSION OF TIME**

ANNEXURE – 11.01

**PROFORMA OF NOTICE OF COMMENCEMENT/ COMPLETION OF CONTRACT WORK**

1. Name and principle employer & address
2. No. and date of certificate of registration
3. I /we hereby intimate that the contract work \_\_\_\_\_ (Name of work) given to \_\_\_\_\_ (Name and address of the Contractor) having License No. \_\_\_\_\_ dated \_\_\_\_\_ has commenced/ has been completed with effect from \_\_\_\_\_ (date)/ on \_\_\_\_\_ (date).

Signature of the Principle Employer

The Inspector,

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

**ANNEXURE – 11.02**

**PROFORMA OF MONTHLY PROGRESS REPORT**

Name of work :

Progress report for the month :

Report No:

Sr. No.	Description	Details of location where works is done	Approximate quantity executed
<b>A.</b>	<b>GENERAL BUILDING WORK.</b>		
1.	Foundation work		
2.	Reinforcement fabrication		
3.	Shuttering work		
4.	Reinforced cement concrete		
5.	Masonry work		
6.	Plastering work		
7.	Flooring work		
8.	Glazing work		
9.	Roof treatment work		
10.	Painting work		
<b>B.</b>	<b>Pest control treatment</b>		
<b>C.</b>	<b>Sanitary and plumbing work:</b>		
1.	Water supply		
2.	Drainage work		
3.	Fitting and fixtures		
<b>D.</b>	<b>OTHER TRADES</b>		

**ANNEXURE – 11.03**

**PROFORMA OF CONCRETE CUBE TEST REPORT**

1. Name of the Project \_\_\_\_\_
2. Name of the Contractor \_\_\_\_\_

Sr. No.	Date of Casting	Identification Mark and location in which the representative concrete is placed	Mix proportion	Date of testing	Crushing strength as on the date of test.
1.	2.	3.	4.	5.	6.
Crushing strength as on the 28 <sup>th</sup> day		Average crushing strength (average of 3 companion cubes) as on the 28 <sup>th</sup> day		Remarks	Signature of the Site Engineer
7.		8.		9.	10.

**ANNEXURE – 11.04**

**I – RUNNING A/C BILL**

1. Name of Contractor / Agency
2. Name of work
3. Sr. No. of this bill
4. No. and date of previous bill
5. Reference to Agreement No.
6. Date of written order to commence
7. Date of completion as per agreement

Sr. No.	Item Description	Unit	Rate (Rs.)	As per Tender
1	2	3	4	5

Upto previous R/A. Bill		Upto date (Cumulative)		Present Bill		Remarks
Qty.	Amount (Rs.)	Qty	Amount (Rs.)	Qty.	Amount (Rs.)	
6	7	8	9	10	11	12

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

2) if adhoc payment is made, it should be mentioned specifically

\_\_\_\_\_

Net values since Previous bill

**ANNEXURE – 11.05**

**R.A. BILL 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 sheets.

\_\_\_\_\_  
Signature and date of  
Contractor

\_\_\_\_\_  
Signature and date of PMC's representative

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

Architect

P.M.C.  
Bank's Engineer

**ANNEXURE – 11.06**

**PROFORMA OF HINDRANCE REGISTER**

Name of the work :

Date of start 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 hindrance which was removed	Period of hindrance	Signature of PMC	Remarks
1	2	3	4	5	6	7

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PMC – Project Management Consultant

**ANNEXURE- 11.07**

**FORMAT OF GUARANTEE TO BE EXECUTED BY THE FIRM/ CONTRACTOR IN RESPECT OF THE WORK OF PRE-CONSTRUCTION ANTI-TERMITE TREATMENT**

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_ 2024 between \_\_\_\_\_ having its Head Office at \_\_\_\_\_ (herein after called "the Employer") of the one part and \_\_\_\_\_ (herein after called " the Guarantor") of the other part.

WHEREAS THIS AGREEMENT is supplementary to a contract (hereinafter called the contract dated \_\_\_\_\_ and made between the Employer of the one part and the Guarantor of the other part) whereby the Firm / Contractor inter alia undertook to render the building / structure completely free from any infestation of termites. And whereas the Guarantor agreed to give guarantee to the effect that the said building / structure shall remain free from any infestation of termites for a minimum period of ten years from the date of completion of pre-construction anti-termite treatment carried out as per the relevant I.S. Code.

Now the Guarantor hereby agrees to make good all defects and render the RSETI Building at BHAVNAGAR, Gujarat / structure free from any infestation of termites, during this period of guarantee and to the satisfaction of the Employer. The Guarantor also agrees to take up such rectification work at his own cost, and within one week from the date of issue of notice from the Employer, calling upon him to rectify the defects. The decision of the employer as to the cost payable by the Guarantor will be final and binding, in case the Guarantor fails to commence the work as per above notice and the work is got done through some other Contractor. That if the Guarantor fails to execute the pre-construction anti-termite treatment or commits breach there under then the Guarantor will indemnify the principal and his successors against all loss, damage caused, expense or otherwise which may be incurred by him by any reason of any default on the part of the Guarantor in performance and observance of this agreement. As to the amount of loss and/or damage and/or cost incurred by the Employer the decision of the Employer will be final and binding.

In witness where of these presents have been executed by the obligator \_\_\_\_\_ and by \_\_\_\_\_ and for on behalf f the Employer on the ay, month and year first above written.

Signed, and delivered by \_\_\_\_\_ by the hands of Shri \_\_\_\_\_ in the presence of \_\_\_\_\_

Signed and delivered by the hand of \_\_\_\_\_ in the presence of \_\_\_\_\_

**ANNEXURE- 11.08**

**FORM OF GUARANTEE IN RESPECT OF WATER PROOFING WORKS**

The Agreement made this .....day of .....two thousand and **twenty**..... between ..... (Hereinafter called the Guarantor of the one part) and the Asst. General Manager, Premises & Estate Department, 2<sup>nd</sup> Floor, Local Head Office, GIFT City, Gandhinagar, ( hereinafter called the other part.)

WHEREAS THIS agreement is supplementary to a contract (hereinafter called the Contract ), dated ..... and made between the GUARANTOR OF THE ONE part and STATE BANK OF INDIA. other part, where by the Contractor, inter alia , undertook to render the RSETI Building at BHAVNAGAR, Gujarat and structures in the said contract recited completely water and leak-proof.

AND WHEREAS THE GUARANTOR agreed to give a guarantee to the effect that the said structures will remain water and leak-proof for 10 years from the date giving of water proofing treatment.

NOW THE GUARANTOR hereby guarantees that water proofing treatment given by him will render the structure completely leak-proof and the minimum life of such water proofing treatment shall be 10 years to be reckoned from the date after the maintenance period prescribed in the contract.

Provided that the guarantor will not be responsible for leakage caused by earthquake or structural defects or misuse of roof or alteration and for such purpose.

- (a) Misuse of roof and other waterproofed surfaces shall mean any operation which will damage proofing treatment, like chopping of firewood and things of the same nature which might cause damage to the waterproof surface.
- (b) Alteration shall mean construction of any additional work by removing the water proofing treatment in parts.
- (c) The decision of the Architect/ PMC with regard to cause of leakage shall be final.

During this period of guarantee, the guarantor shall make good all defects and in case of any defect being found render the building water proof to the satisfaction of the Architect/ PMC at him cost and shall commence the work for such rectification within seven days from the date of issue of the notice from the Architect/ PMC calling upon him to rectify the defects failing which the work shall be got done by the owner by some other Contractor at the GUARANTOR's cost and risk. The decision of the Architect/ PMC as to the cost, payable by the Guarantor shall be final and binding.

That if Guarantor fails to execute the water proofing or commits breach there under, then the Guarantor will indemnify the Principal and his successors against al lose, damage, cost expense or otherwise which may be incurred by him by reason of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement As to the amount of loss and/or cost incurred by the Owner the decision of the Architect/PMC will be final and binding on the parties.

IN WITNESS WHEREOF these presents have been executed by the obligor ..... and by ..... And for and on behalf of the Asst. General Manager, Premises and Estate Department, 2<sup>nd</sup> Floor, Local Head Office, GIFT City, Gandhinagar, on the day, month and year first above written.

SIGNED, SEALED AND delivered by OBLIGOR in the presence of ----

- 1.
- 2.

SIGNED FOR AND ON BEHALF OF THE STATE BANK OF INDIA. BY ..... In the presence of ----

- 1.
- 2.

**ANNEXURE- 11.09**

**FORMAT OF SITE ORDER BOOK**

Name of the work \_\_\_\_\_

Date of Commencement \_\_\_\_\_

<b>Sr. No</b>	<b>Remarks/ Instructions of the site Engineer/ Architect</b>	<b>Dated Initials of site Engineer/ Architect</b>	<b>Initials of the Contractor for having received the instructions</b>	<b>Action taken with date</b>	<b>Dated initials of the site Engineer</b>	<b>Remarks of the Architects PMC/C.C. Officials</b>
<b>1.</b>	<b>2.</b>	<b>3.</b>	<b>4.</b>	<b>5.</b>	<b>6.</b>	<b>7.</b>

**ANNEXURE - 11.10**

PROFORMA FOR APPLICATION OF EXTENSION OF TIME LIMIT

1.	<b>Name of Contractor</b>			
2.	<b>Name of the work as given in the agreement</b>			
3.	<b>Agreement No.</b>			
4.	<b>Estimated Tender amount.</b>			
5.	<b>Date of Commencement of work as per Agreement.</b>			
6.	<b>Period allowed for completion of work as per agreement.</b>			
7.	<b>Date of completion stipulated in Agreement.</b>			
8.	<b>Period for which extension of time has been given previously:</b>	<u>Date</u>	<u>Month</u>	<u>Year</u>
(a)	<b>1<sup>st</sup> extension vide Architects/ bank letter no.</b>			
(b)	<b>2<sup>nd</sup> extension vide Architects/ bank letter no.</b>			
(c)	<b>3<sup>rd</sup> extension vide Architects/ bank letter no.</b>			
(d)	<b>4<sup>th</sup> extension vide Architects/ bank letter no.</b>			
9.	<b>Reasons for which extensions have been given ( copies of the previous application should be attached )</b>			
10.	<b>Period for which extension is applied for :</b>			
11.	<b>Hindrances on account of which extension is applied for with dates on hindrances occurred and the period for which these are likely to last :</b>			
(a)	<b>Serial No.</b>			
(b)	<b>Nature Of Hindrance:</b>			
(c)	<b>Date of Occurrence:</b>			
(d)	<b>Period for which is likely to last :</b>			
(e)	<b>Period for which extension required for this particulars hindrance:</b>			
(f)	<b>Overlapping period if any , with to item (e) above</b>			
(g)	<b>Net extension applied for :</b>			
(h)	<b>Remarks if any</b>			
12.	<b>Extension of time required for extra work</b>			
13.	<b>Details of extra work and amount involved :</b>			
(a)	<b>Total value of extra work :</b>			
(b)	<b>Proportionate period of extension time on estimated amount put tender</b>			
14.	<b>Total extension time required for 11 &amp; 12 :</b>			

Submitted to the PMC/Architects/Bank

Date:  
Signature of Contractor

**ANNEXURE- 11.11**

**FORMAT FOR RECOMMENDING EXTENSION OF TIME**

**EXTENSION OF TIME PERIOD FOR THE WORK OF.....**

1.	Name of work & E.C. sanction	
2.	Name of Contractor	
3.	Contract Cost	
4.	Date & Reference of work order	
5.	Date of start of work(As per work order)	
6.	Time period as per tender	
7.	Scheduled Date of completion	
7.A	Interim schedule if any	
8.	No. of extensions	
9.	Date & Reference of last extension.	
10.	Reasons for delay and period of delay for each reason including corrective action taken by Bank/Architect (quote & attach references wherever necessary) i) ii)etc	
11.	Total delay due to above	.....days.
12.	Responsibility for each reason for delay (a) Bank (b) Architect (c) Contractor (d) unforeseen circumstance (e) force measures etc. and corrective action not been taken (Attach references of letters etc.).	
13.	Present status of work – Physical progress, % progress & cost of work remaining/ incomplete.	
14.	Any interim schedule / milestone achieved.	
15.	Any other hold/restraint envisaged in the completion of the remaining work. suggest corrective actions necessary.	
16.	Recommendation for the no. of days of extension along with reasons.	
17.	Financial loss to the Bank if any due to this Extension and recommendations for liquidated damages if justifiable (State reasons)	

**ANNEXURE-11.12**

**FORMAT OF LETTER GRANTING EXTENSION OF TIME**

To

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

Dear Sirs,

**Construction at \_\_\_\_\_ work- Extension of Time**

Refer your letter No. \_\_\_\_\_ dated \_\_\_\_\_ in connection with the grant of extension of time for completion of the captioned work. The date of completion of the above mentioned work is \_\_\_\_\_ as stipulated in the contract. Extension of time for completion of the work up to \_\_\_\_\_ is, hereby granted by the Bank without prejudice to the right of the Bank to recover liquidated damages in accordance with the provisions of the contract.

Notwithstanding the extension hereby granted, time is and shall continue to be the essence of the said contract.

Yours Faithfully,

Architects

## 12.PREAMBLE

Note: This Document Shall Form Part & Parcel Of The BOQ & Tender Documents – it is important to read this document and it shall be deemed that contractor having signed the agreement has read this Preamble

1) All Items are deemed to be completed in all respects - Contractor to quote for any factor, which, as per him seems missing, in the specification, for him to complete the item, in all respects
2) It shall be part of contractor's scope to submit all Detailed Working/Shop Drawings for all works under his scope, based on the design scheme provided to him, post review of actual conditions at site and requirement of the project; the said details shall be called as Shop Drawings and shall be reviewed & approved by the Architect;
2.1) In continuation to the above, if the contractor needs to appoint any external consultants for the understanding, review, up gradation and/or modification of the works / details, the same shall be at his risk and cost and the fees for the same shall not be payable extra, in any way;
3) Post completion of work, the Contractor shall prepare the 'As Built Drawings' and submit to the Architect for review & certification, for the Employer's good record – these drawings shall be as per actual work done at site, duly drafted in CAD soft copy & Hard Copy prints
4) A very high standard of quality in work shall be maintained in this project for long term durability. Special care shall be taken to eliminate the use of In-appropriate materials & Poor construction practices
5) If any issues/ mistakes are observed at any part of contractor's scope work, the part shall be isolated and dismantled to be rebuilt/ re-fix to acceptable standards. The decision of the Architect/ Owner shall be final and binding in such case.
6) The BOQ shall be read in conjunction with the technical specification and the drawings/ notes, made available with the tender documents.
7) In case there is any discrepancy in the BOQ, Tech Specs. and the drawings, in such cases contractor shall carry out the work so as to satisfy the intent of the tender.
8) Notwithstanding any limits in the wording of the individual items and or the explanations in this preamble, it is to be clearly understood by the tenderer that the rates and sums which he enters in the Bill of Quantities are to be for the work finished complete, in every respect, including wastage of material and labour on any account, tools, temporary work, carriage, all tests as specified or required etc and deemed to have taken full account of all requirements and obligations, whether expressed or implied, covered by all parts of this contract and to have priced the items herein accordingly, Rates should also include all taxes applicable such as octroi, works contract tax etc.
9) The bidder to quote inclusive of rates for Supply and for Installation, Testing & Commissioning under each item.
10) Mode of Measurement : Unless otherwise mentioned in the description of the item or specification, the Bill of Quantities shall be applicable for work at any height, depth, position or condition.
11) Rates and prices set against items are to be the all-inclusive value of the finished work shown on the Drawings and/or described in the Specifications or which can reasonably be inferred there from and are to cover the cost of provision of plant, labour, supervision, materials, erection, insurance, maintenance, overheads and profits and every incidental and contingent cost whatsoever and all the Contractor's obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.
12) The Specifications are intended to cover the supply of material and execution of all work necessary to complete the works. Should there be any details of construction of material which have been referred to in the Specifications or in the Bill of Quantities and Drawings, the necessity for which may reasonably be implied or inferred there from, or which are usual or essential to the completion of all works in all trades, the same shall be deemed to be included In the rates and prices named by the Contractor in the Bill of Quantities.
13) All finished work must be truly vertical and truly horizontal or in any other shape as shown in drawings and required true to lines and levels. The contractor must inspect the various existing surfaces and areas on which they have work on and take whatever measures necessary to achieve the objective and include the cost of same in his rate as no extra will be payable for this purpose.
14) The contractor shall be required to produce the manufacturer's certificate for the material supplied by them if asked by the bank. Employer can ask for testing of materials in the approved test laboratories. The result shall satisfy the requirement of the relevant IS standards

15) Samples of all works/items shall be got approved from the Bank before supply at site and nothing shall be paid for the cost of samples.

**16) MOST IMPORTANT: In case of any Discrepancy in drawings, details, BOQ, Specifications - Owners' & Architect's / Consultants Decision shall be final and binding;**

### **GENERAL LIST OF APPROVED MAKES FOR CIVIL WORKS**

The following are approved brand makes/manufacture's makes listed below. However, approved equivalent material and finishes of any other specialized brand names/ manufacturer's makes may be used with the prior approval of the SBI/ Architect. Permitting or not permitting such deviations from the approved make shall be the absolute discretion of the SBI / Architect and shall not be open to any dispute.

S.NO	PRODUCT	APPROVED BRAND
1	AAC Blocks	Ascolite (Ashwini Construction Pvt. Ltd-Surat), Brixo(Brixo Industries-Ahemadabad), Eco Green (Eco Green Products Pvt. Ltd-Gandhinagar).
2	Acoustic Panel /Tiles	Armstrong, Anutone, Tranquil.
3	ACP Cladding	Eurobond, Alucobond,Alstrong.
4	Acrylic Sheet	Perspex, Acrylic India.
5	Aluminum Section	Jindal, Hindalco. Indal,
6	Anti-skid Tape	3M, NITCO, Tapes India..
7	Anti-termite Emulsifiable Concentrate	Lindane 20% E.C.,Chloropyriphos 20% E.C., of any ISI brand
8	Block-board ( IS 303, IS 710)	Mayur, Euro, Century, Sonear,
9	Bricks	Good quality available from approved Local source.
10	Cement - Admixtures	Fosroc, Roff, Cico, Mc-bauchemie, Choksey,
11	Cement - O.P.C.(43/53 grade)	Ultratech, Ambuja, Lafarge, ACC
12	Cement - PPC	Ultratech, Ambuja, Lafarge, ACC
13	Cement - White	JK white, Birla white,
13	C.I Covers (heavy)	Bharat, Kaplesh
14	Coarse Aggregates	From approved local source
15	Concrete block - pavers	Alcock, Pavit, Vyara,
16	Concrete – Ready Mix	Ultratech, La Farge, ACC, RELCON or equivalent.
17	Doors - Flush( IS 2202)	Mayur, Euro, Century Sonear
18	Doors & Windows- PVC Section	Fenesta, Vensterplus, Superwin,
19	Doors & Windows - Pressed steel section	Steel plast, Agew, Jackson Engg.
20	Doors & Windows - Z section	AGEW
21	Door - Metal	Marin Door, Sehgal Door, Hormann (I) P. Ltd.
22	Door/Partition- Fire rated glass	Saint Gobain, AIS, FG Glass
23	Glass Film	Birla3M, Garware Llummar, Covestro.
24	Geo Fabric	Geo textiles, Manas Geotech, Khator Technical textiles
25	G.I.Frame	Gyproc, India. Gypsum, Armstrong.
26	G.I. Sheet	Tata, JSW, Uttam
27	Glass – back painted	Saint Gobain, AIS,Glaverbel.
28	Glass - Float	Saint Gobain, Asahi, Modi, Tata, Gujarat Guardia.n
29	Glass - Laminated	Saint Gobain, Asahi, GSC Glass, AIS
30	Glass - Plain Sheet	Triveni, Modi, Haryana, Atul,
31	Glass - Mirror	Atul, Belgium, Commander, Patel, Rabbit, Globe
32	Gypsum Board	India. Gypsum. Saint Gobain, Gyproc
33	Hardware - Anodized Aluminum Matt finished Hardware fitting (Heavy)	Ebco, Belu, Paramount, Dia.mond
34	Hardware-Aluminum general	Aries, C.H. Aluminum, J.S. Enterprise
35	Hardware - Brass Hardware fittings (Heavy)	Rolex, Zodia.c, from BHAVNAGAR.
36	Hardware - Cylindrical Locks	Godrej, Europa, EG , EBCO
37	Hardware - Doors closer	Dorma, Hafele, Hettich, Ozone, EBCO.
38	Hardware - Floor Springs	Dorma, Hafele, Hettich, Ozone, EBCO.
39	Hardware - Handles	Dorma, Hafele, Hettich, Ozone, EBCO.
40	Hardware - Hinges	Dorma, Hafele, Hettich, Ozone, EBCO.
41	Hardware - Metallic	Dorma, Hafele, Hettich, Ozone, EBCO.
42	Hardware - Mortice Locks / Latch	Dorma, Hafele, Hettich, EBCO. Europa, EG ,
43	Hardware – Patch fittings	Dorma, Hafele, Hettich,Ozone, Raccordi.
44	Hardware - Screws	GKW, RK, Nettlefold
45	Hardware – Self closing Hinges	Hafele, Hettich, EG , EBCO
46	Hardware - S.S. Hinges (Heavy duty)	Dorma, Hafele, Hettich, Ozone, EBCO.
47	Laminates	Vir, Formica, Sunmica, Greenlam, Decolam

48	MDF Boards	Decoboard, Ecoboard, Novopan
49	Mineral Fibre Boards/ False Ceiling	Armstrong, AMF, Daiken
50	Paint - Acrylic Emulsion	Asian, ICI, Nerolac, Berger
51	Paint - Cement Based	Snow-cem, Indo-cem
52	Paint - Cement Based wall putty	Birla white, NCL-Alltek ,
53	Paint - Distemper (Oil Bound & Acrylic)	Asian, ICI, Nerolac, Berger
54	Paint - Epoxy	Asian, Berger, Jotun
55	Paint - Exterior Texture	Asian, Unitex, NCL-Alltek, Sandtex matt, Nitco-tex,
56	Paint - Exterior Emulsion	Apex-Asian, Weathershield-ICI, Nerolac, Berger,
57	Paint - Texture	Asian, ICI, Berger, Unitex, NCL-Alltek
58	Paint - Plastic Emulsion	Asian, ICI, Nerolac, Berger
59	Paint - Primers	Asian, ICI, Nerolac, Berger, J&N, Shalimar
60	Paint - Red Oxide	Blundel-Eomite
61	Paint - Synthetic Enamel Paint/Flat/Semi Gloss	Asian, Nerolac, ICI, Berger, J&N,
62	Particle Boards	Sitapur, Decoboard, Novopan, Ecoboard
63	Pipes & fittings - C.I.	Neco, Bic
64	Pipes & Fittings - C.P. Fittings (water supply)	Somany, Cera, Jaquar, Esco, ESS, Grohe, Hindware
65	Pipes & fittings - CPVC /UPVC	Astral, Supreme, Ashirwad, Dutron
67	Pipes & Fittings- G.I. ( B class Pipes)	Tata, Asian, Prakash
68	Pipes & Fittings - G.I. fittings	R- Brand
69	Pipes & Fittings - Gun Metal Wheel Valves	Zoloto
70	Pipes & Fittings - PVC (6 kg & Above )	Supreme, Prince
71	Pipes - Stone ware	Sonya
72	Ply Wood	Mayur, Century, Archid, Anchor, Green, Euro
73	Pre-lam Particle Board	Novopan, Nuwud, Duratuf, or approved equivalent
74	PVC Tiles/Roll	Armstrong, Tusker,
75	PVC - Water tank	Sintex, National
76	Rolling Shutters	Gujarat, Sarvottam, Swastik, Gandhi automation
77	Sand	From approved local source
78	Sanitary Wares (First Quality)	Somany, Cera, Hindustan, Perryware, Duravit
79	Smoke/Fire Seal	3M barrier, Signum
80	Stainless Steel Sink	Nirali, Krishna.
81	Stainless Steel Railing	Kitch, Continental Steel, Jindal Steel, Columbus
82	Steel – Chequerred Plate	TISCO, BAO Steel, ZPSS, JSW or equivalent
83	Steel - Reinforcement	Tata, JSW, SAIL, Electrotherm
84	Steel – Structural Section	JSW, Electrotherm, Kamdhenu, Tata
85	Steel - Rectangular/Square Hollow Section	Tata, Jindal
86	Stone - Granite	Lakha Red, RBI Red, Telephone Black, Pearl blue, Panther
87	Stone - Marble	Kesariyajji Green, Rajnagar, Ambaji,
88	Stone - Sand stone	Jaisalmer yellow, Bansipahadpur Red
89	Stone	Green Kota, Black Kadappa
90	Sun Control Film	Garware, 3M
91	Tile - Adhesive	Bal-Endura, Fosroc ,Roff, McBauchemie, Choksey, Cico.
92	Tiles - Glazed /Ceramic	Somany, Varmora, City, Asian, Kajaria, Johnson,
93	Tiles - Paver	Somany, Varmora, City, Asian, Kajaria, Johnson, Pavit.
94	Tiles - Mosaic	Royal-Rajkot, Alcock-Ahmedabad.
95	Tiles - Vitrified	Somany, Varmora, AGL, Kajaria, Johnson,
96	Veneer	Mayur, Euro, Century, Sonear
97	Vinyl Film	Birla 3M
98	Waterproofing Chemical	Dr. Fixit, Fosroc ,Roff, McBauchemie, Choksey, Cico.
99	Wood - Adhesive	Fevicol, Blucoat, Euro, Century.
100	Wood - Non Teak	Red Saal , Kapoor, Steam Beach, Chill, Kail
101	Wood - Teak	Special Ghana, Ghana, Nigeria, C.P .Burmah

# TECHNICAL SPECIFICATION

## CIVIL MATERIAL SPECIFICATION

### 1. General Guidelines

- All materials used shall be new, of approved quality, and conform to relevant standards (e.g., IS/BS/ASTM/ACI).
- Materials shall be tested at approved laboratories before incorporation in the works.
- The contractor must submit manufacturer test certificates, samples, and method statements for approval.

### 2. Material Specifications

#### 2.1 Cement

- Type: OPC 43/53 Grade or PPC (as per structural requirements)
- Standards:
  - IS: 269 – Ordinary Portland Cement
  - IS: 1489 – Portland Pozzolana Cement
- Fresh, free from lumps, stored in moisture-proof conditions.
- Shall be used within 12 months from the manufacturing date.

#### 2.2 Fine Aggregates (Sand)

- Clean, well-graded, river or crushed sand.
- Free from clay, silt, organic matter, mica, and salt.
- Conforming to IS: 383.
- Zone II preferred unless specified otherwise.

#### 2.3 Coarse Aggregates

- Crushed hard granite or basalt stone, angular in shape.
- Size: 10mm, 20mm, and 40mm graded as required.
- Free from dust, flaky, elongated particles, or organic impurities.
- Conforming to IS: 383.

#### 2.4 Water

- Potable quality, free from harmful salts and contaminants.
- Should pass IS: 456 criteria for concrete mixing and curing.

#### 2.5 Steel Reinforcement

- Type: TMT Bars – Fe 500/500D or higher.
- Standards: IS: 1786
- Clean, free from rust, oil, paint, or scales.
- Laps, bends, and anchorage as per IS: 456 and structural drawings.

#### 2.6 Structural Steel (for fabricated items)

- Grade: Mild Steel IS: 2062 E250 or equivalent.
- Shop fabricated with proper welding, cutting, drilling as per IS codes.
- All steel surfaces to be primed with red oxide primer.

#### 2.7 Bricks / Blocks

- Bricks: Class 1st, machine-moulded, table-moulded.
- Compressive Strength: Minimum 75 kg/cm<sup>2</sup>.
- Conforming to IS: 1077.
- AAC Blocks: As per IS: 2185 (if specified).

## 2.8 Concrete

- Nominal Mix: M10, M15 for non-structural works.
- Design Mix: M20, M25, M30+ for structural works as per IS: 456 and IS: 10262.
- All materials for concrete (cement, aggregates, water) to comply with above individual specifications.
- Admixtures (if used): Conforming to IS: 9103; prior approval required.

## 2.9 Mortar

- Cement mortar in ratio:
  - 1:6 for masonry.
  - 1:4 or 1:3 for plastering.
- Mixing to be done on clean impervious surface or mechanical mixer.

## 2.10 Waterproofing Materials

- Pre-approved chemical waterproofing compounds.
- Approved brands: Dr. Fixit, Fosroc, Sika, or equivalent.
- Application method per manufacturer's guidelines.

## 2.11 Bituminous Materials

- Bitumen: VG-30 (as per IS: 73)
- Bitumen Emulsion: For tack coat – IS: 8887
- Premix / Asphalt Concrete: Conforming to MoRTH or IRC Specifications.

## 2.12 Concrete Blocks / Pavers

- Machine-made paver blocks with minimum compressive strength of 30 MPa.
- Dimensions and thickness as per design.

## 2.13 Flooring Materials

- Tiles: Vitrified, Ceramic, or Granite – anti-skid for wet areas.
- Standards: IS: 15622 for ceramic and vitrified tiles.
- Adhesives: As recommended by tile manufacturer.

## 2.14 Paints and Coatings

- Primer: Cement-based or oil-based.
- Emulsion: Interior and exterior-grade (e.g., Asian Paints, Berger).
- Enamel Paint: For metal surfaces.
- All paint systems as per IS: 15489.

## 2.15 Plumbing and Drainage Materials (if civil includes this scope)

- Pipes: uPVC for internal use, HDPE for external drainage.
- Fittings: Conforming to IS: 13592, IS: 4985.
- Manhole covers: CI or RCC with load class as per usage (light, medium, heavy).

## 2.16 Timber / Shuttering Material

- Timber: Seasoned, free from cracks or warps.
- Plywood: BWP grade, IS: 4990 for shuttering.
- Form release agents: Non-staining, pre-approved.

## 2.17 Geotextiles / Filter Media (if applicable)

- Synthetic non-woven geotextiles: Conforming to ASTM D-5261 or IS equivalents.
- Granular filter: Graded sand, gravel.

## 2.18 Miscellaneous Materials

- Anchor bolts, inserts: Hot-dip galvanized steel.
- Expansion joint filler: Bitumen impregnated fibreboard (IS: 1838).

## **Specification of Workmanship in Civil Work**

### **1. General Requirements**

- All workmanship shall be of the highest standards, performed by skilled and experienced personnel.
- Work must comply with the project drawings, technical specifications, relevant IS/BS/ASTM codes, and instructions from the Engineer-in-Charge.
- Work areas must be kept clean and orderly at all times.
- Any substandard or defective workmanship shall be demolished, removed, and redone at the contractor's cost.

### **2. Earthworks**

#### **2.1 Excavation**

- Excavation shall be done to the correct lines, levels, and dimensions.
- Side slopes and shoring shall be safe and stable.
- Excavated material to be stacked neatly and away from trench edges.
- Bottom of excavation shall be trimmed and leveled, free of loose materials.

#### **2.2 Backfilling & Compaction**

- Backfilling shall be in layers of max 200 mm thickness.
- Each layer shall be compacted to 95% Modified Proctor Density (MDD) under foundations and pavement areas.
- Only approved backfill material shall be used.
- Field compaction tests shall be carried out as required.

### **3. Concrete Works**

#### **3.1 Mixing and Placing**

- Concrete shall be mixed in mechanical mixers or ready-mix as specified.
- Workability and consistency shall be maintained with slump control.
- Concrete shall be placed within 30 minutes of mixing.

#### **3.2 Placing**

- Concrete shall be placed in horizontal layers, avoiding segregation.
- Vibrators shall be used to eliminate air pockets and ensure full compaction.
- Construction joints to be cleaned and roughened before placing the next pour.

#### **3.3 Curing**

- Curing shall start immediately after the surface is hard enough.
- Wet curing using gunny bags or water ponding for minimum 7 days (OPC) or 10 days (PPC).
- Curing compounds may be used with approval.

#### **3.4 Formwork**

- Formwork shall be rigid, well-supported, leak-proof, and provide a smooth finish.
- Release agents shall be non-staining and applied uniformly.
- Forms shall not be struck until concrete has reached the required strength.

### **4. Reinforcement Work**

- Bars to be cut, bent, and placed as per drawings and bar bending schedules.
- Binding with 16 gauge soft annealed wire at all intersections.
- Proper cover blocks to maintain specified concrete cover.
- All laps and anchorage lengths as per IS:456.

### **5. Masonry Work**

- Bricks or blocks shall be properly soaked and laid with full bedding in mortar.
- Joints shall be 10 mm thick, uniform, and properly raked for plastering.
- Walls to be raised in uniform layers, not more than 1 meter per day.
- Plumb and level must be checked with spirit level and plumb bob regularly.

### **6. Plastering**

- Surface shall be clean, roughened, and wetted before plastering.
- Plaster mix to be uniform and prepared fresh.

- Applied in two coats (if thickness >15 mm).
- Final surface to be smooth, free of cracks, undulations, and blemishes.

#### 7. Flooring and Tiling

- Sub-base shall be clean, compacted, and level.
- Tiles to be laid in straight lines using spacers or as per design.
- Joint widths to be uniform; filled with matching grout.
- Surfaces to be protected from foot traffic until setting is complete.

#### 8. Painting and Finishing

- All surfaces shall be properly cleaned and primed before application.
- Paint shall be applied in 2 or more coats, with proper drying time between coats.
- No brush marks, stains, or peeling allowed.
- Final coat shall have a uniform color, tone, and texture.

#### 9. Roadwork and Paving

- Subgrade and base to be well-compacted and graded.
- Pavers or bitumen layers to be placed uniformly.
- Joints to be tight and straight.
- Final surface must be free from dips, waves, and loose spots.

#### 10. Waterproofing

- Surface preparation must be thorough — cleaned, chipped, and primed.
- Waterproofing compound to be applied as per manufacturer's specs.
- Application to be done in multiple coats, ensuring no gaps or bubbles.
- Curing and protection of treated surfaces as required.

#### 11. Site Cleanliness and Safety

- Work areas to be kept free from construction debris.
- Waste to be removed regularly.
- Adequate safety measures like PPE, barricading, signage, and fire safety shall be maintained.
- Temporary protection to finishes (e.g., tiles, paint) until handover.

#### 12. Tolerances

- Levels, alignment, and dimensions must be within acceptable tolerances:
- Concrete surface level:  $\pm 5$  mm
- Masonry wall plumb:  $\pm 6$  mm in 3 meters height
- Floor slope: 1:100 (min) towards drain

# **CIVIL WORK ITEM SPECIFICATIONS**

## **1. Earthwork**

### **Scope:**

**Includes excavation, filling, backfilling, compaction, and disposal of surplus material.**

### **Specification:**

- Excavation shall be carried out to the dimensions, lines, and levels shown in the drawings.
- Excavated material shall be stacked at designated areas without contamination.
- Backfilling shall be done in layers not exceeding 200 mm thickness, each layer compacted to at least 95% Modified Proctor Density (MDD) under structural areas and 90% in non-structural areas.
- Suitable moisture content shall be maintained during compaction.
- Surplus excavated material shall be removed and disposed of as per site instructions.

### **Measurement:**

Measured by volume (m<sup>3</sup>) based on actual excavation or filling.

## **2. Concrete Work**

### **Scope:**

Includes mixing, placing, compacting, curing, and finishing of concrete for foundations, slabs, beams, columns, etc.

### **Specification:**

- Cement, aggregates, and water shall conform to relevant standards.
- Concrete shall be mixed mechanically or ready-mix concrete as specified.
- Minimum compressive strength as per design (e.g., M20, M25).
- Concrete shall be placed in layers, avoiding segregation, and compacted using mechanical vibrators.
- Formwork shall be properly designed, leak-proof, and removed only after concrete attains adequate strength.
- Curing shall begin immediately after surface finishing and continue for at least 7 days (OPC) or 10 days (PPC).

### **Measurement:**

Measured in cubic meters (m<sup>3</sup>) of concrete placed.

## **3. Masonry**

### **Scope:**

Construction of walls and partitions using bricks, blocks, or stones.

### **Specification:**

- Bricks/blocks shall be clean, soaked if necessary, and free from defects.
- Mortar shall be mixed in specified ratios (typically 1:6 cement-sand for masonry).
- Masonry units shall be laid in uniform courses with proper joint thickness (usually 10mm).
- Walls shall be plumb and true to line and level.
- Joints shall be raked to receive plaster.

### **Measurement:**

Measured in cubic meters (m<sup>3</sup>) or square meters (m<sup>2</sup>) for walls.

## **4. Plastering**

### **Scope:**

Applying cement mortar plaster to walls, ceilings, or other surfaces.

### **Specification:**

- Surfaces to be plastered shall be clean, dampened, and free of dust.
- Mortar mix typically 1:4 cement-sand for internal and 1:6 for external plastering.
- Thickness per coat as specified, generally 12-15mm for internal plaster.
- Plaster to be applied in one or two coats with a smooth, even finish.
- Surface to be cured for minimum 7 days after plastering.

### **Measurement:**

Measured in square meters (m<sup>2</sup>) of plastered surface.

## **5. Flooring**

### **Scope:**

Laying of floor finishes such as tiles, concrete toppings, or stone flooring.

### **Specification:**

- Sub-base to be clean, leveled, and compacted.
- Tiles/vitrified/stone to be of approved quality and shade.
- Adhesives and grouts to be as recommended by manufacturer.
- Floors to be laid with uniform joints, even surface, and proper alignment.
- Finished floor to be cleaned and protected until handed over.

### **Measurement:**

Measured in square meters (m<sup>2</sup>) of finished flooring.

## **7. Painting & Polishing**

*Already provided in detail previously.*

## **8. Steel Reinforcement**

### **Scope:**

Supply, cutting, bending, placing, and binding of steel reinforcement for concrete works.

### **Specification:**

- Reinforcement bars shall conform to IS:1786 or equivalent.
- Bars to be free from rust, oil, or paint before placing.
- Cutting and bending as per approved bar bending schedules.
- Bars to be tied firmly using 16 gauge binding wire at all intersections.
- Adequate cover to be maintained with cover blocks or spacers.

### **Measurement:**

Measured in kilograms (kg) of steel reinforcement placed.

## **9. Formwork**

### **Scope:**

Providing, erecting, supporting, and removing formwork for concrete casting.

### **Specification:**

- Formwork shall be strong, leak-proof, and rigid enough to support wet concrete without deformation.
- Internal surfaces shall be treated with approved release agents.
- Formwork shall be aligned accurately and maintained until concrete gains sufficient strength.
- Removal of formwork as per the curing and strength of concrete specified.

### **Measurement:**

Measured in square meters (m<sup>2</sup>) of formwork area.

## **10. Drainage / Plumbing (Civil Portion)**

### **Scope:**

Provision and installation of underground drainage pipes, manholes, and related civil works.

### **Specification:**

- Pipes shall be uPVC/HDPE/RCC as per drawings and standards.
- Trenches excavated as per required depth, bedding, and backfilled properly with compaction.
- Manholes constructed with RCC as per design with proper benching and channeling.
- All joints to be watertight and leak-proof.

### **Measurement:**

Measured in linear meters (m) for pipes and per item for manholes.

## **11. Roadwork / Paving**

### **Scope:**

Construction of road subgrade, base, and wearing course including bituminous or concrete pavements.

### **Specification:**

- Subgrade prepared and compacted to 95% MDD.

- Granular sub-base and base courses constructed with approved materials and thickness.
- Wearing course of bituminous concrete or PCC as per design.
- Surface shall be even, free of ruts and properly sloped for drainage.

**Measurement:**

Measured in square meters (m<sup>2</sup>) for paved area and cubic meters (m<sup>3</sup>) for earthworks.

**SPECIFICATIONS (MAKES/MODELS)**

**LIST OF APPROVED BRANDS AND / OR MANUFACTURER FOR INTERIOR FURNISHING WORK**

SN	Particulars and Specifications	Approved Make/ model
1	Gypsum Board	Gyproc (saint gobain)/ USG BORAL
	Framing with complete system	Gyp steel ultra (saint gobain)/Gyp serra /USG BORAL
2	Locks	
	Auto latch Lock	P-ALL1-22 (Ebco)/EG
	Multipurpose group Lock	E-MPL1-22 / E-MPL1C-22 (Ebco)/EG/Godrej
	Night latch	8812 (Godrej)/Doorset-NL 180 s/s / Europa 8010 NS of SS brush Finished
	Cylindrical lock (SS matt finish)	3792-with key and 3786-keyless (Godrej) / C120SS (Europa)
	Mortise dead lock (two way)	8815(Godrej)/ Door set -ML 102 S/ Dorma Make
	Mortise lock with door handle	Matiz 8083(Godrej) / Door set- HL 170 S/S / Dorma Make
3	Drawer channels	
	Telescopic channels (zink plated)	STDS35(i)35/ STDS45(i)35/ STDS50(i)35/ STDS60(i)35 (Ebco)/ EFG/Everite/
	Bottom channels (powder coated)	BMDS 35/ BMDS 37/ BMDS 55/ BMDS 60 (Ebco)
4	General hardware	SS matt finish
	Door stopper	i) Black/ivory/brown/silver color Powder coated DS1 (Ebco) ii) Spring type black/brown/ivory color powder coated (ECGL's sterling)
	'D' bracket	50x12 mm (Oswal)
	Hinges	i) 3"/4"/5"/6" 1.8mm th. SS matt finish (Suzu) ii) 75x12x19 1.2 mm th. SS matt finish for storage (Suzu) iii) Auto close hinges – slip on hinge- euro / click on hinge-I (Ebco) for storage
	Handles 'D' or 'C' type	1) 3"/4"/6"10mm dia SS 202 matt finish (Anjali)
	Tower bolt	3"/4"/6"/8" brass extruded SS matt finish (Oswal)
5	Floor spring	
	60 kg	7477 (Godrej) / M-74 (Hardwyn)/Dorma /Everite
	80 kg	8293 (Godrej) / M-74 (Hardwyn)/Dorma/Everite
	100 kg	8294 (Godrej) / M-76 (Hardwyn)/Dorma/Everite

6	Door closer	
	60 kg	Double speed 8292-silver, 7345- golden (Godrej) / scorpio (Hardwyn)/Dorma/Ebco/Ozone
	Fire rated 60 kg	1938 (Godrej) / Triton (Hardwyn)
7	Patch fittings for door and fixed glass partition (top/bottom patch, pivot, patch lock, L arm, L connect, connector, floor spring, handle, plastic profile)	Godrej / XL C series(Dorma) / OPF series (Ozone)
8	Particle boards	Novapan / Deco board
9	Computer accessories	
	Keyboard tray with mouse tray	KTE-1-45M (Ebco) / Hettich/Innofit/Featherlite
	CPU hanger/ shelf	Side mounted IS CPU HL SM (Innofitt) /CPUSM(Ebco) , 4/2-SMCS (Zipco)
	cable manager (60mm)	i) metal - CO60ZN1(Ebco) ii) PVC - CO 60 (Ebco) black/ivory/grey color
10	Foam	Sleepwell / Feather foam
11	Glass film	3M INDIA /AVERY DENNISON
12	Wood For Partition and Paneling Frame	Marandi wood or Equivalent
13	Wooden for Visible surface (ieBeading,jamb, etc.	Steam Beach or Equivalent
A	<b>INTERIOR WORK</b>	
1	Vitrified floor tiles(600mm x 600mm )	Johnson / Somani / AGL
2	Adhesive	Favicol SH / Blue coat / Royel bond / Mevicol
	Sealant	Pidilite / Roaper
3	Paint on Wall & Ceiling	Asian Paint / Nerolac
4	Paint on Wood: Polyurethane systems ( PU )	Sirca Paint / Asian paint
5	Ply wood ( IS 303 MR)/ water proof ply IS 701 / Block Board IS 1659 / Flush Door IS 2202	Green / Century / Anchor / Archid / Mayur / Kit [IS 303 MR]/Samrat
6	Laminate IS 2046	Green / Formica / Sunmica / Marino / Bloom / Century
7	MDF Exterior Grade ISI Mark	Nuwood / Action tesla / Dura turff / Century/Green
8	Bison board	NCL Industries
9	Timber for lipping, moulding & when CIVIL is to be finished in polish	Superior quality seasoned Ghana teak.
10	Timber for all other type of CIVIL work	First class seasoned C.P. Teak.
11	Decorative laminate (1.0mm)	Marino / Green / Sunmica / Formica
12	Exterior Grade Compact Laminate (5mm,6mm)	Clads (Greenlam) / Staylam
13	Veneer	Green ply nature max / Century / Lignin
14	Hardware	
	a) Latches	Ebco / Hafele / Hettich
	b) Locks	Ebco / Hafele / Hettich / Godrej
	c) Screw	Nettle fold / GWK / Hafele



## LIST IF STANDARD MAKE

### LIST OF APPROVED MAKE FOR CIVIL WORKS

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

Crystalline water proofing	Cico or Pidilite Penetron or Kryton
33) Silicon sealant/ Silicon paint Polysulphide sealant P.U sealant/	Wacker, Dowcorning, GE, Soudal, Bostik  Pidilite, Chawksey,Sika (Exterior grade - UV resistant)
34) Pre-coated steel roofing/ walling sheets 550 Mpa	Tata bluescope, Interarch, Nippon Dendro (poly steel) ShreePrecoated (Meta color)
35) Polypropylene fibers	Nina concrete, Reliance
36) Paint, primer, putty	Asian, Nerolac, ICI, Birla (putty), JK (Putty)
37) Liquor /Melamine /PU polish	MRF, Asian, ICI, ICA
38) PVC Water stop	ArtiCables Baroda, Fixopan, Maruti.
39) Door Window Hardware,	Kich, Dorma, Haffle,Palladium, Magnum
40) Floor spring	Dorma.Mab ,Hafle, Godrej, Inox,Ozone
41) Door closer	Dorma. Yale.,Hafle, Godrej, Ozone
42) AdhesivesWooden Adhesives	Fevicol, Blue coat, Araldite.
Tile adhesives & grouting material	BAL, Laticrete, Kerakoll.
43) Oil & water finish Double boiled	CAT brand linseed oil & MTO of reliance
44) Fire door	Shaktimat, AGEW, Radiant.
45) Aluminum sections	Jindal, Hindalco (Indal), Banco, Royal touch, Bhoruka, Pankaj, Alufit, Gulf extrusion.
46) Aluminum finish Interior works	Super durable powder coated (Akzonobel, Jotun, FullerAG)
Façade exteriors Non visible	PVDFfinish (Valspar, PPG, Akzonobel) surface Chromatizing.
47) Aluminum Window locks, handle ,	Alualpha, Securestyle, Giessee, Roto, Geze, Savio, Frikstay
47a) Rough ground for Aluminium works	IS 710 ply, 6mm to 8mm thick or Ghana teak.
48)Gasket of infill panel for Aluminum	Amee rubber, gold seal, Osaka rubber, Maharashtra polymer, Maharashtra tyre& rubber industries.
49) Anchor Fasteners	Axel, Hilti, Fischer, Kundan, Mungo, Corroshield, Buildex
50) Spandrel Insulation	Glass wool
51) Wool felt/weather strip	Anand, reddiplex ltd.
52) Rust Remover/converter	Feovert (Krishna Conchem), Roff Rust Clear (Pidilite Industries)
53) Non-shrink general purpose grout	Fosroc, BASF
54) Anchoring chemical for rebar dowell bar	Hilti, Fischer, Axel
55) Roll down mosquito curtain	Netmos
56) Baker Rod, Expansion joint pre-moulded filler board	Supreme.
57) SS clamps for cladding	Hilti, Axel.
58) Aluminium operable Louvers	Technal, Domal
59)Spacer tape	Norton, tremco, bow.
60)Anodising	Bhoruka alum, Alufit alum, Ajit India, Alufin
61) Glass Processor For HS/HT, Bulletproof, DGU, Toughness,lamination etc. Impact safety, sejal, Glasstech, GSC, Asahi, FG	

62) Smoke seal	Glass, Goldplus, Emirates
63) Elevator Schindler,	IntumecentHilti/3M.
64) uPVC windows	Otis, Mitsubishi
65) First Class Brick	Kommerling, Fenesta
66) Autoclaved Aerated Concrete Block	Jay Jalaram Bricks, Jindal Mechno Bricks
	Aerocon, Green

**Note:**

[a] Where other Material are proposed to be used these should be got approved from the Architect/Bank's Engineer before execution of particular item. In case of Non-Availability of any material of specified make, the Alternative equivalent make should be used only after it is Approved in writing by the Employer or the Architect. The Material shall be used in preferential Order only.

[b] Before starting of work, contractor must get all samples/make approved from Architect/ Bank's authorities before using at site

[c] Consultants/Bank's authorities reserve the right to add or delete name of any manufactures and when required.

[d] Consultants/Bank's authorities reserve rights to select any of the specified brands mentioned above.

