TENDER ID. BAL/AO4/2026/004

DEPUTY GENERAL MANAGER (B&O), ADMINISTRATIVE OFFICE -04, BALLARI.

INVITES e-TENDER
FOR
CIVIL, PLUMBING AND SANITARY WORKS FOR
RENOVATION OF SBI BANK ROAD BRANCH, TUMKUR (40092).
RBO-5, AO-4.

STATE BANK OF INDIA,
ADMINISTRATIVE OFFICE-04
BALLARI, BENGALURU

Notice Inviting Tender

Issued to:

M/s …….
……
…….

Notice inviting E- Tenders
(Ref No. TENDER ID: BAL/AO4/2026/004)

The Deputy General Manager (B&O), State Bank of India, Administrative Office-04, Ballari , invites E-Tenders from Bank's empaneled contractors in **Group – A (Civil Works)**, under **Category A-2.** [works up to Rs. 25 Lakhs] Eligible contractors can download this whole tender from the website **https://etender.sbi** from 13-10-2026 to 02-11-2026 up to 3.00 p.m.

Details of the tenders are as under:
Contact details for e-Tender: +91 9904406300/ +91 9510812960/ +91 6354919566
Engineers Contact Details; Shri. Ankit Durgapal - 8448521423

1	Name of the work	**CIVIL, PLUMBING AND SANITARY WORKS FOR RENOVATION OF SBI BANK ROAD BRANCH, TUMKUR (40092).**
2	Time allowed for completion.	30 days
3	Earnest Money Deposit.	Rs.16,500/-, To be submitted in the form of Demand Draft drawn in favour of SBI payable at Ballari and to be submitted physically at **State Bank of India, Administrative Office, First Floor, Ballari.**
4	Security Deposit.	2% of contract value including EMD
5	Cost of tender documents	Nil
6	Last date and time of receipt of E-Tender.	3.00 p.m. On 02-11-2026
7	Address at which the tenders are to be submitted	Technical Bid and Price bid to be submitted online through e-tender portal https://etender.sbi/SBI and EMD to be physically submitted at the office of Deputy General Manager, State Bank of India, Administrative Office – 4, 1st Floor, Ballari- 583101. Tenders will be accepted only in e-tender portal **https://etender.sbi**
8	Date and time of opening of tenders.	3.30 p.m. On 02-11-2026
9	Place of opening tenders	SBI Administrative Office -6, 1st Floor, Ballari-583101.
10	Defect liability period.	12 months.
11	Validity of offers.	Rates quoted should remain valid for a period

		of 90 days.
12	Liquidated damages.	Liquidated damages shall be 0.5% of the contract value per week subject to a maximum of 5% of the accepted contract amount.
13	Value of interim Certificate.	Rs. 8.00 Lakhs.
14	Any additional Information	The Given rates should be inclusive of materials, labour, wages, fixtures, transportation, installation, all taxes (excluding GST), wastages, Octroi, machinery, temporary works such as scaffolding, cleaning, overheads, profit, statutory expenses, incidental charges and all related expenses to complete the work.

In case the date of opening of tenders is declared as holiday, the tenders will be opened on next working day at the same time.
SBI has the right to accept/reject any/all tenders without assigning any reason(s).
Bank will not pay interest on, any of the deposits mentioned in the tender.
For and behalf of State Bank of India **Deputy General Manager (B&O),** **STATE BANK OF INDIA** **AO-4, BALLARI.**

INSTRUCTIONS TO CONTRACTORS.

1.0 Scope of Work

Sealed Tenders are invited by State Bank of India for the work of **"CIVIL, PLUMBING AND SANITARY WORKS FOR RENOVATION OF SBI BANK ROAD BRANCH, TUMKUR (40092)."**

1.1 Site and its location

The proposed work is to be carried out at State Bank of India, Bank Road Branch, Tumkur (40092).

2.0 Tender Documents

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

- Instructions to tenderers.
- General Conditions of Contract
- Special Conditions of Contract
- Technical Specifications & Price Bid
- Drawings

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
- Special Conditions of Contract
- General Conditions of Contract
- Instructions to Tenderers

2.3 Complete set of tender documents including relative drawings can be downloaded from https://e-tender.sbi .

2.4 The tender documents are not transferable.

3.0 Site Visit

3.1 The tenderer must obtain himself on his own responsibility and his own expenses all information and data which may be required for the purpose of filling this tender document and enter into a contract for the satisfactory performance of the work. The Tenderer is requested 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 in the form of Demand Draft or Banker's Cheque in favour 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 4 (Four) 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 contract value.

11.0 Rates and Prices

11.1 In case of item rate tender

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

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

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

11.1.3 The tenderers should not change the units as specified in the tender. If any unit is changed the 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. However, excluding GST, which shall be paid separately as applicable.

11.1.7 Scanned copy of EMD must be uploaded and the same needs to be submitted at given address within due date of tender.

11.1.8 Firm should be visit the website (https://etender.sbi) till last date of submission for changes. corrigendum if any will be published only in https://etender.sbi.

11.1.9 L-1 Tenderer signed copy of entire tender document should be submit within 3 days from date of tender opening.

LETTER OF TRANSMITTAL
(To be typed in the letter head of the Applicant)

The Deputy General Manager,
State Bank of India
Administrative Office 4
1st Floor, Raliway Station Road,
Ballari- 583101.

Sub: Submission of Tender for Civil, Plumbing and Sanitary works for Renovation of SBI Bank Road Tumkur Branch, Ballari - 583101

Dear Sirs,

I/We the undersigned have carefully gone through and clearly understood after visiting the site and the Tender drawings and tender documents comprising of the tender form, notice to contractors, and conditions for building contract, Special Conditions, Specifications and Schedule of Probable quantities and Draft Agreement prepared by SBI.

I/We do hereby undertake to execute and complete the whole or part of the work (as desired by you) at the respective rates which/I/We have quoted for the respective items of the Probable Bill of Quantities.

I/We are depositing as Earnest Money a sum of Rs. 16,500/- (Rupees Sixteen Thousand Five Hundred only) in favor of SBI, payable at Ballari along with this tender for due execution of the work at my/our tendered rates together with any variations in quantity which shall be adjusted by the Bank at prices based on our tendered rates. I/We shall deposit further sum equivalent to 2% of tender amount, less EMD paid in the event of my/our tender being accepted, towards initial security deposit.

In the event of this Tender being accepted I/We agree to enter into an agreement as and when required and execute the contract according to your form of Agreement, within 7 days of receipt of work order, in default thereof, I/We do hereby bind my-self/ourselves to forfeit the aforesaid initial security deposit.

I/We further agree to complete the work covered in the said schedule of quantities within 30 days from the 7th day reckoned from the date of issue of the work order to commence the work or on which contractor is instructed to take possession of the site, whichever is later.

I/We agree not to employ Sub-contractors other than those that may be specifically approved by the Bank for this contract work.

I/We agree to and to get the work, workers, employees (of Employer) engaged on the work at site and all materials at site for execution of the work shall be insured comprehensive insurance including fire/accidents/ rain/ floods/riots/CAR policy (contractor's all risk insurance policy) and the insurance shall cover the period from date of start of work to date of actual completion of work plus 3 months. In case part work is taken over by the Employer before final completion of the whole work, such parts may not be covered by the insurance from the date of taking over that part of work by the Employer. All the rates quoted by me/ us are inclusive of the same in full and nothing extra shall be claimed anytime on account of any of these.

I/We agree to pay Income tax, to be deducted at source, at the rate prevailing from time to time on the Gross value of the work done, and the rates quoted by me/us are inclusive of same.

Yours faithfully,

Contractor's Signature along with stamp

Address: Date:

_____

_____

_____

_____

NOTICE TO CONTRACTOR

ADDRESS:

_____
_____
_____

PROJECT: **CIVIL, PLUMBING AND SANITARY WORKS FOR RENOVATION OF SBI BANK ROAD BRANCH, TUMKUR (40092)**

Madam/ Dear Sir,

State Bank of India, Administrative Office, Ballari have pleasure in inviting you to tender for the aforesaid work.

The scope of work broadly as given below is for Civil, Plumbing and Sanitary works for Renovation of SBI Bank Road Tumkur Branch, Ballari – 583101.

1. **Tender Documents should be filled and uploaded on the site of https://etender.sbi**.

2. The tenderer must obtain for himself, on his own responsibility and at his own expenses, all the information which may be necessary for the purpose of filling this tender and for entering into a contract for the execution of the same and must examine the drawings and inspect the site of the work and acquaint himself with all local conditions and matters pertaining thereto.

3. Each of the tender documents page is required to be signed by the person or persons submitting the tender in token of his/their having acquainted himself/themselves with the General conditions etc., as laid down. Any tender with any of the documents not so signed will be rejected.

4. The tender documents must be filled in English and all the entries (wherever required to submit hardcopy) must be made by hand and written in ink. If any of the documents are missing or un-signed, the tender shall be considered invalid.

5. After submission date of the tender no advice or any change in rate or conditions will be entertained.

6. The tender shall be valid for a period of 90 days from the date of opening.

7. TOTAL SECURITY DEPOSIT: shall comprise of:
a. Earnest Money deposit
b. Initial Security deposit
c. Retention money
d. Additional Security deposit if any

8 The intending tenderer shall deposit with SBI, by Demand Draft a sum of Rs.16,500/- as the Earnest Money, as a guarantee of good faith, which amount shall be forfeited as liquidated damages, in the event of any evasive/direct refusal or delay in starting the work and or signing the contract. The deposit of the unsuccessful tenderers will be returned, without interest, immediately after a decision is taken regarding the award of the contract. The

Earnest money of the successful tenderer will be adjusted towards Security Deposit. A tender not accompanied by Earnest money deposit will not be considered.

9 **The successful tenderer will have to pay further sum equivalent to 2% of his contract value, less EMD already paid, as initial Security Deposit (ISD) by means of a D.D./Banker's cheque within 7 days from the date of issue of work order to commence work. The EMD and Security deposit thus paid shall be held by the State Bank of India as Security deposit, for due execution and fulfillment of the contract, till the completion of the work and defect liability period in all respects and shall not bear any interest.**

9.1 Together with the money paid under clause 8 & 9 above, further retention of 10% of the value of the work done will be deducted from every running bill, till total retention, including EMD and initial SD paid earlier, comes to 5% of the contract value, and same shall be held by the Bank as Total Security Deposit. On Bank's Engineer's certifying the completion of work, 50% of the total security deposit shall be released to the contractor along with the final certificate of payment, and the balance amount will be retained in the manner stated elsewhere for a further period of Twelve months after the completion date recorded in completion certificate, issued by the Bank.

10. Within 15(Fifteen) days of the receipt of intimation from the Employer of the acceptance of his/their tender, the successful tenderer shall be bound to sign an agreement, on a stamp paper in accordance with the Draft Agreement and conditions of contract attached herewith, but the work order or the written acceptance of a tender by the Employer will constitute a binding agreement between the Employer and the person tendering whether such formal contract is or not signed by the contractor.

11. All compensation or other sums of money payable by the contractors to the Employers, under the terms of this contract, may be deducted from the Security Deposit or from any sum that may be or may become due to the contractor on any account whatsoever, and in the event of the Security deposit being reduced by reasons of any such deductions, the contractor shall within 15 days of being asked to do so make good in cash or cheque, any sum which have been deducted from his security deposit.

12. The rates quoted by the Contractor shall include all eventualities, such as heavy rain, sudden floods, accidents, fire, riots etc., which may cause damage to the executed work or which may totally wash out the work. Until the completion certificate is issued to the Contractors, the Employers will not be responsible for such damage or wash out of the construction work.

13. Time is the essence of the contract. The work should be completed **within 30 days** from the date of commencement. The date of commencement shall be within ONE day after confirmation.

a) 7th day from the date of issue of work order.

Or

b) The day on which the contractor receives the possession of the site whichever is later.

Or

c) The contractor is asked in writing to take over the possession of the site.

The successful contractor will have to give a CPM/PERT chart of various activities of work to be done so that the work gets completed within the stipulated time. The chart shall be submitted within 7 days from the date of acceptance of the tender.

14. If the contractor fails to complete the work by the Scheduled date of completion or within any sanctioned extended time, he will have to pay liquidated damages at the rate of half percent of contract amount for each week of delay the work remains incomplete beyond the completion (Original/extended date), subject to maximum of 5% of the contract value (without extra items).

15. The quantities contained in the Schedule are only indicative. The work as actually carried out and done will be measured up from time to time, for which payment will be made subject to the terms and conditions of contract.

16. The unit prices shall be deemed to be fixed prices. In case of extra items, a record of labour charges paid shall be maintained and shall be presented every month for extra/substituted items regularly to the Bank for checking. The settlement will be made based on figures arrived at jointly and taking into account unit prices of items of work mentioned in the contract assigned to the successful tenderer. In case, of extra items, where similar or comparable items are quoted in the tender, extra rates shall invariably be based on those tender rates to the extent reasonable. **The rates quoted shall be excluding GST.**

17. Employer, do not bind themselves to accept the lowest or any tender and reserve to themselves the right to accept or reject any or all tenders, either in whole or in part, without assigning any reason whatsoever for doing so.

18. No employee of the bank is allowed to work as a contractor for a period of two years of his retirement from Bank service, without the previous permission of the Bank. This contract is liable to be cancelled, if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the Bank as aforesaid before submission of the tender or engagement in the contractor's service.

19. The tenderer, apart from being a competent contractor must associate himself with agencies of the appropriate class who are eligible to tender for (1) Electrical (2) Air-conditioning works (3) Firefighting systems & (4) Interiors (fixed furniture), as the case maybe.

20. Release of security deposit:

i. 50% of the total security deposit will be released along with the final certificate of payments.

ii. Balance 50% of Retention money will also be released as noted under(i) above, subject to submission of a Bank Guarantee drawn on Bank other than SBI, to the satisfaction of Employer for an equivalent amount. This Bank Guarantee shall be valid up to completion of defects liability period.

ARTICLES OF AGREEMENT

This agreement made the ……day of …… between the State Bank of India, a Bank constituted under the State Bank of India Act, 1955 having its Corporate Office at State Bank Bhavan, Madame Cama Road, Mumbai, a Local Head Office at Bengaluru and Administrative office at Ballari represented by 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 Civil, Plumbing and Sanitary works for Renovation of SBI Bank Road Branch, Tumkur and has caused drawings and specifications describing the works to be done prepared by Project **Architects M/s Kulkarni Associates** having their offices at Bengaluru (hereinafter called "the Architect")

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

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

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the said Contract amount to be paid at the times and the manner set forth in the said Conditions, the Contractors shall upon and subject to the said conditions execute and complete the work shown upon the said drawings and described in the said specifications and the schedule of items and quantities.

2. The 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 Bank, 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 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 hereby agrees to commence the work soon after the site is handed over to him or from the 7th day after date of issue of formal work order as provided for in the said conditions of contractor whichever is later and to complete the entire work within ____(period of contract) months subject never the less to the provisions for extension of time.

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

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

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

12. IN WITNESS WHEREOF the Employer and the contractors have set their respective hands to these presents 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 Signed-on behalf of the

STATE BANK OF INDIA	**CONTRACTORS**
In the presence of:	In the presence of:
1. Signature:	1. Signature:
Name:	Name:
Address:	Address:
In the presence of:	In the presence of:
2. Signature:	2. Signature:
Name:	Name:
Address:	Address:

APENDIX TO GENERAL CONDITIONS OF CONTRACT

1.	Earnest Money Deposit (EMD)	:	Rs. 16,500/-
2.	Initial Security Deposit (ISD)	:	2% of contract value including EMD.
3.	Additional Security deposit(ASD)	:	Bank reserves the right to obtain additional Security deposit if: o The price Bid is below 10% of the estimated cost put to tender. The amount of such ASD/APG shall be the difference between 90% of the estimated cost put to tender and the quoted price.
4.	Period of completion	:	30 days
5.	Defects Liability period	:	12 months after completion as Recorded in the completion certificate.
6.	Agreed Liquidated Damages	:	0.5 % of contract amount per week of delay subjected to a maximum of 5% of contract value.
7.	Period of final measurement	:	Within One month after completion as recorded in the completion certificate.
8.	Minimum value of work to be Executed for issue of interim Certificates for making payment	:	Minimum Rs. 8.00 Lakhs
9.a)	Retention money from each bill	:	10% of gross value of each interim bill, subject to 9(b) below.
b)	Total retention money including Earnest money and initial security Deposit	:	5% of the contract value.
10.	Release of Security deposit		50% of the total security to be released on Virtual completion along with final certificate of payment, but only after removing all his materials, equipment, labour, huts/force, temporary sheds/stores, all his installations, machinery etc., from the site. Balance payment to be released on submission of Bank Guarantee on any Scheduled Bank, Other than SBI in the prescribed manner and valid till the completion of defects liability period of 12 months.
11.	Period for honoring certificate		:15 working days from date of certificate of payment for interim bills and 30 working days for final certificate.

WITNESS :

DATE : SIGNATURE OF THE CONTRACTOR WITH DATE

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GENERAL CONDITIONS OF CONTRACT

1.0 Definitions

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

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

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

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

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

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

1.1.4 'Engineer' shall mean the representative of the Architect/consultant.

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

1.1.6 'Specifications' shall mean the specifications referred to in the tender and any modifications thereof as may time to time be furnished or approved by the architect/ consultant "Month" means calendar month.

1.1.7 "Week" means seven consecutive days.

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

CLAUSE

1.0 Total Security Deposit

Total Security deposit comprise of:

a. Earnest Money Deposit
b. Initial Security Deposit
c. Retention Money
d. Additional Security Deposit

a) Earnest Money Deposit:

The tenderer shall furnish EMD in the form of Demand draft or bankers cheque drawn in favour of State Bank of India, on any Scheduled Bank. No tender shall be considered unless the EMD is so deposited in the required form. No interest shall be paid on this EMD. The EMD of the unsuccessful tenderer shall be refunded soon after the decision to award the contract is taken without interest. The EMD shall stand absolutely forfeited if the tenderer revokes his tender at any time during the period when he is required to keep his tender open acceptance by the SBI or after it is accepted by the SBI the contractor falls to enter into a formal agreement or fails to pay the initial security deposit as stipulated or fails to commence the work within the stipulated time.

a) Initial Security Deposit (ISD)

The amount of ISD shall be 2% of accepted value of tender including the EMD. Balance of ISD (i.e. excluding EMD) is to be submitted in the form of D/D drawn on any scheduled Bank and shall be deposited within 15 days from the date of letter of acceptance of tender.

b) Retention Money

Besides the ISD as deposited by the contractor in the above said manner the retention money shall be deducted from the running account bill at the rate of 10% of the gross value of work done by the contractor and claimed in each bill provided the total security deposit i.e. the ISD plus Retention Money shall both together not exceed 5% of the contract value. 50% of the total security deposit shall be refunded to the contractor without any interest on issue of Virtual Completion certificate by the 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.

c) Additional Security Deposit:

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 eg, 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%).

2.0 Language Errors, Omissions and Discrepancies

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

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

3.0 Scope of Work

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

4.0 Letter of Acceptance

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

5.0 Contract Agreement

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

6.0 Ownership of drawings

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

7.0 Detailed drawings and instructions

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

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

Copies of Agreement

Two copies of agreement/tender document duly signed by both the parties in a non-judicial stamp paper of Rs 500/- 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 30 of GCC or to complete the work and clear the site including vacating their office on or before the contracted or extended date or completion without justification in support of the cause of delay, he may be called upon without prejudice to any other right of remedy available under the law to the SBI on account of such breach to pay a liquidated damages at the rate of 0.5% of the contract value per week subject to a maximum of 5% of the contract value.

9.0 Materials, Appliances and Employees

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

10.0 Permits, Laws and Regulations

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

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

11.0 Setting out Work

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

12.0 Protection of works and property

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

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

13.0 Inspection of Work

The SBI/Architect/Consultant or their representatives shall at all reasonable time have free access to the work site and/or to the workshop, factories or other places where materials are lying or from where they are obtained and the contractor shall give every facility to the SBI, Architect/Consultant and their representatives necessary for inspection and examination and test of the materials and workmanship. No person unless authorized by the SBI/Architect/Consultant except the representative of Public authorities shall be allowed on the work at any time. The proposed work either during its construction stage or its completion can also be inspected by the Chief Technical Examiner's organization a wing of Central Vigilance Commission.

14.0 Assignment and subletting

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

15.0 Quality of Materials, Workmanship & Test

i) All materials and workmanship shall be best of the respective kinds described in the contract and in accordance with Architect/Consultant instructions and shall be subject from time to time to such tests as the architect/consultant may direct at the place of manufacture or fabrication or on the site or an approved testing laboratory. The contractor shall provide such assistance, instruments, machinery, labour and materials.

ii) Samples

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

iii) Cost of tests

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

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

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

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

16.0 Obtaining Information related to execution of work

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

17.0 Contractor's superintendence

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

18.0 Quantities

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

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

ii) Variation exceeding 25%: The items of work executed in relation to variation exceeding 25% shall be paid on the basis of provisions of clause 21(e) hereof

19.0 Works to be measured

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

20.0 Variations

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

In case the SBI/Architect/Consultant thinks proper at any time during the progress of works to make any alteration in, or additions to or omission from the works or any alteration in the kind or quality of the materials to be used therein, the Architect/Consultant shall give notice thereof in writing to the contractor or shall confirm in writing within seven days of giving such oral instructions the contractor shall alter to, add to, or omit from as the case may be in accordance with such notice but the contractor shall not do any work extra to or make any alteration or additions to or omissions from the works or any deviation from any of the provisions of the contract, stipulations, specifications or contract drawings without previous consent in writing of the Architect/Consultant and the value of such extras, alterations, additions or omissions shall in all cases be determined by the Architect/Consultant and the same shall be added to or deducted from the contract value, as the case may be.

21.0 Valuation of Variations

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

The net rates or prices

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

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

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

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

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

22.0 Final Measurement

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

23.0 Virtual Completion Certificate (VCC)

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

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

b) Demolish, dismantle and remove the contractor's site office, temporary works, structures including labour sheds/camps and constructions and other items and

things whatsoever brought upon or erected at the site, or any land allotted to the contractor by the SBI and not incorporated in the permanent works.

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

d) Shall put the SBI in undisputed custody and possession of the site and all land allotted by the SBI.

e) Shall hand over the work in a peaceful manner to the SBI.

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

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

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

24.0 Work by other agencies

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

25.0 Insurance of Works

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

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

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

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

25.2 Damage to persons and property

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

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

25.3 Contractor to indemnify SBI

The contractor shall indemnify the SBI against all claims, proceedings, damages, costs, charges and expenses in respect of the matters referred to in the provision sub-clause 25.7.2 of this clause.

25.4 Contractor's superintendence

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

25.5 Third Party Insurance

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

25.5.2 Minimum Amount of Third-Party Insurance

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

25.6 The minimum insurance cover for physical property, injury, and death is Rs.5.00 lacs per occurrence with the number of occurrences limited to four. After each occurrence contractor will pay additional premium necessary to make insurance valid for four occurrences always.

25.7 Accident or Injury to Workmen

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

25.7.2 Insurance against accidents etc to workmen

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

25.7.3 Remedy on Contractor's failure to insure

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

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

26.0 Commencement of Works

The date of commencement of the work will be reckoned as the recorded date of handing over site by the SBI or 7 days from the date of issue of Letter of Acceptance of Bank, whichever is later.

27.0 Time for completion

Time is the essence of the contract and shall be strictly observed by the contractor. The entire work shall be completed within a period of 4 (Four) calendar months from the date of commencement. If required in the contract or as directed by the Architect/Consultant, the contractor shall complete certain portions of work before completion of the entire work. However, the completion date shall be reckoned as the date by which the whole work is completed as per the terms of the contract.

28.0 Extension of Time

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

29.0 Rate of progress

Whole of the materials, plant and labour to be provided by the contractor and the mode, manner and speed of execution and maintenance of the works are to be of a kind and conducted in a manner to the satisfaction of the Architect/Consultant. Should the rate of progress of the work or any part thereof be at any time be in the opinion of the Architect/ Consultant too slow to ensure the completion of the whole of the work by the prescribed time or extended time for completion the Architect/Consultant shall thereupon take such steps as considered necessary by the Architect/Consultant to expedite progress so as to complete the woks by the prescribed time or ex-

tended time. Such communications from the Architect/Consultant neither shall relieve the contractor from fulfilling obligations under the contract nor he shall be entitled to raise any claims arising out of such directions.

30.0 Work during nights and holidays

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

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

31.0 No compensation for restrictions of work

If at any time after acceptance of the tender SBI shall decide to abandon or reduce the scope of work for any reason whatsoever and hence not require the whole or any part of the work to be carried out, the Architect / Consultant shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the work fully but which he did not derive in consequence of the foreclosure of the whole or part of the work.
Provided that the contractor shall be paid the charges on the cartage only of materials actually and bona fide brought to the site of the work by the contractor and rendered surplus as a result of the abandonment, curtailment of the work or any portion thereof and then taken back by the contractor, provided however that the Architect/Consultant shall have in such cases the option of taking over all or any such materials at their purchase price or a local current rate whichever is less.

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

32.0 Suspension of work

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

A) On account any default on the part of the contractor, or
B) For proper execution of the works or part thereof for reasons other than the default of the contractor, or
C) For safety of the works or part thereof.

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

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

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

33.0 Action when the whole security deposit is forfeited

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

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

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

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

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

34.0 Owner's Right to Terminate the Contract

If the contractor being an individual or a firm commit any 'Act of Insolvency' or shall be adjusted an insolvent or being an incorporated company shall have an order for compulsory winding up voluntarily or subject to the supervision of Government and of the Official Assignee of the liquida-

tor in such acts of insolvency or winding up shall be unable within seven days after notice to him to do so, to show to the reasonable satisfaction of the Architect/Consultant that he is able to carry out and fulfil the contract, and to give security therefore if so required by the Architect/Consultant.

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

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

a. Has abandoned the contract; or

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

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

When the works shall be completed or as soon thereafter as convenient the SBI or the Architect/Consultant shall give a notice in writing to the contractor to remove his surplus materials and plants and should the contractor fail to do so within 7 days after receipt thereof by him the SBI sell the same by public auction after due publication and shall adjust the amount realized by such auction. The contractor shall have no right to question any of the act of the SBI incidental to the sale of the materials etc.

35.0 Certificate of Payment

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

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

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

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

The SBI shall modify the certificate of payment as issued by the Architect/Consultant from time to time while making the payment.
The contractor shall submit interim bills only after taking actual measurements and properly recorded in the Measurement book (M.B).

The contractor shall not submit interim bills when the approximate value of work done by him is less than Rs. 8.00 Lakh and the minimum interval between two such bills shall be one month.

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

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

36.0 Settlement of Disputes and Arbitration

Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the work or the execution or failure to execute the same, whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter :

i) If the contractor considers that he is entitled to any extra payment or compensation in respect of the works over and above the amounts admitted as payable by the Architect or in case the contractor wants to dispute the validity of any deductions or recoveries made or proposed to be made from the contract or raise any dispute, the Contractor shall forthwith give notice in writing of his claim, or dispute to the Assistant General Manager (Premises& Estate)/Dy. General Manager (Premises)and endorse a copy of the same to the Architect, within 30 days from the date of disallowance thereof or the date of deduction or recovery. The said notice shall give full particulars of the claim, grounds on which it is based and de-

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

ii) The Assistant General Manager (Premises & Estate) / Dy. General Manager (Premises) shall give his decision in writing on the claims notified by the contractor. The contractor may within 30 days of the receipt of the decision of the Assistant General Manager (Premises& Estate) / Dy. General Manager (Premises) submit his claims to the conciliating authority namely the Circle Development Officer/General Manager (Official Language & Corporate Services) for conciliation along with all details and copies of correspondence exchanged between him and the Assistant General Manager (Premises& Estate)/Dy. General Manager (Premises).

iii) If the conciliation proceedings are terminated without settlement of the disputes, the contractor shall, within a period of 30 days of termination thereof shall give a notice to the concerned Chief General Manager/Dy. Managing Director (HR) & Corporate Development Officer of the Bank for appointment of an arbitrator to adjudicate the notified claims failing which the claims of the contractor shall be deemed to have been considered absolutely barred and waived.

iv) Except where the decision has become final, binding and conclusive in terms of the contract, all disputes or differences arising out of the notified claims of the contractor as aforesaid and all claims of the Bank shall be referred for adjudication through arbitration by the Sole Arbitrator appointed by the Chief General Manager at LHO /Dy. Managing Director &Corporate Development Officer at CC/CCEs. It will also be no objection to any such appointment that the Arbitrator so appointed is a technically competent person not below the rank of Superintending Engineer or equivalent position in Public Sector Banks / CPSEs, CPWD, LIC, RBI etc. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid by the said Chief General Manager/ Dy. Managing Director (HR) & Corporate Development Officer. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

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

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

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

viii) It is also a term of the contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties.

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

37.0 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.

38.0 Water supply

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

a. That the water used by the Contractor shall be fit for construction purpose to the satisfac tion of the Architect/Consultant.

b. 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.

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

39.0 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.

40.0 Method of Measurement

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

41.0 Maintenance of Registers

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

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

42.0 Force Majeure

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

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

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

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

43.0 Local Laws, Acts, Regulations

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

1) Minimum Wages Act, 1948 (Amended)
2) Payment of Wages Act 1936 (Amended)
3) Workmen’s Compensation Act 1923 (Amended)
4) Contract Labour Regulation and Abolition Act 1970 and Central Rules 1971 (Amended)
5) Apprentice Act 1961 (Amended)
6) Industrial Employment (Standing Order) Act 1946 (Amended)
7) Personal Injuries (Compensation Insurance) Act 1963 and any other modifications

8) Employees' Provident Fund and Miscellaneous Provisions Act 1952 and amendment thereof
9) Shop and Establishment Act
10) Any other Act or enactment relating thereto and rules framed there under from time to time.

44.0 SAFETY CODE:

Safety as per annexure 4.32 should be followed.

45.0 Accidents

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

46.0 BANK'S BUILDING PROJECT – MAINTENANCE OF RECORDS

A.	Register at the site office
1	Measurement Books
2	Cement Register (Daily Record)
3	Steel Register
4	Steel Consumption Register – Bill Wise
5	Drawing Register
6	Materials at site Register
7	Hindrance Register
8	Concrete cube Test Register
9	File and register for extra/ variation items.
10	Materials test Register and File
11	Site Order Book (in triplicate)
12	Lead caulking Register.
13	Labour Reports and progress Reports Register
14	Site Visit & Instructions Register
15	Certified true copies of the contract

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SPECIAL CONDITIONS OF CONTRACT

1. INSPECTION OF DRAWINGS:

Before filling in the tender, the contractor will have to check up all drawings and Schedule of quantities and will have to get immediate clarifications from the Architect on any point, that he feels is vague or uncertain. No claim/damages or compensation will be entertained on this account.

2. CONTRACTOR TO VISIT SITE:

Each tenderer must, before submitting his tender, visit the site of works, so as to ascertain the physical site conditions prices and availability and quality of materials according to specifications before submitting the quotations. No excuse regarding non-availability of any materials or changes in the price will be entertained or extra allowed on that account.

The existing adjacent buildings belonging to Govt/private which are in close proximity of the proposed Interiors, hence the contractor shall cater for all arrangements to carry out the work without causing any disturbance to the occupants by providing screens with bamboo matting or other suitable material approved by Architects/Engineer. The contractor shall ensure that no dust or construction material falls near/around the existing buildings.

3. EXECUTION OF WORK (PRICES TO INCLUDE):

i) The whole of the work as described in the Contract (including the Schedule of Quantities, the specifications and all drawings pertaining thereto) and as advised by the Architect & employer from time to time is to be carried out and completed in all its parts to the entire satisfaction of the Architect & Employer. Any minor details of construction, which may not have been definitely referred to in this contract, but which are usual in sound building, road and all construction practice and essential to the work, are deemed to be included in this contract. Rates quoted in the Tender is inclusive of transportation and other over heads.

The rates quoted in the tender should also include all charges for:

a)
1. Carrying
2. Hauling
3. Labour
4. Fixing
5. Watering
6. Cleaning
7. Making good and
8. Maintenance etc.

b) The contractor should arrange timely at his cost for all required.

i) Plant, machinery, scaffolding, formwork, ladders, ropes, nails, spikes, shuttering, temporary supports, platforms, tools, all materials etc., required for executing the work, and protecting them from weather and other normal/natural causes.

ii) Covering/protecting for the walling and other works, during inclement weather, strikes etc., as and when necessary and or as directed.

iii) All temporary canvas covers/covering, lights, tarpaulin, barricades, water shoots etc.

iv) All stairs and steps, thresholds and any other requisite protection for the works.

v) All required temporary weather-proof sheds at such places and in a manner approved by the Architect, for the storage and protection of materials, against the effects of sun and rain.

vi) All required temporary fences, lighting/signboards etc., guards, approaches and roads as may be necessary for execution of the contract works and for safeguarding the public.

c) The Architect & Employer will be the sole judge in deciding as to the suitability or otherwise of the tools/formwork/machinery or plant that may be brought to the work site by the contractor for the proper execution of the work.

d) The rates quoted by the tenderer in the Schedule of Probable items of work will be deemed to be for the finished work.

e) **The rates quoted shall be exclusive of GST.**

4. SCHEDULE OF QUANTITIES:

The Schedule of quantities forms part of the contract, but the Employer reserves the right to modify the same or any part thereof as per variation clause stated herein below. The contractor shall not be allowed any compensation or damages for the work which is so omitted or cancelled or added or substituted by the Architect & Employer.

5. QUANTITIES LIABLE TO VARY:

This clause applies for unlimited variations (+ or -) for items of foundations and those executed below plinth level. For all other items, only in case where + variations of any item exceed 100% of Quantities of respective items given in the schedule of quantities of the contract, such additional quantities of those items shall be treated as extra items and valued as per clause 45 of special conditions of contract, considering of that rates for these items cannot be derived from the contracted items of work.

The quantities indicated in the bill of quantities are only approximate, and hence may vary on either side (+ or -) for accomplishing the works enunciated under the scope of works, in accordance with designs, drawings and specifications and or instructions of the Architect & Employer. Variations may also occur, consequent upon addition or deletion or substitution of particular items, change of designs or specifications during the course of execution. The contractor, in either case, is bound to carry out the modified quantities up to +100% (plus one hundred percent) variation, without any enhancement in rates and at the same rates as per accepted original tendered rates.

Please refer clause 4, 5 & 6 of General conditions of contract.

6. FILLING OF TENDERS:

The rates and amounts for each tendered item should filled in separate columns provided for in the Schedule of quantities and all the amounts should be totaled up in order to show the aggregate value of the entire tender. All rates shall be filled in both words and figures. These figures and words shall be preceded by 'Rs' and 'Ps' as the case may be, and while filling in words, must end with "Only". Example:

i) Rs.15.25 (Rupees fifteen and paise twenty-five only)
ii) Rs.20.00 (Rupees twenty only)

The rates quoted in figures should be clearly show the rates in full. While filling rates in words, each line should end in '-', and if continued further, last line for the rate of each item shall end in "Only". All corrections, by the contractor in the tender schedule shall be duly attested by the initials of the tenderer. Corrections which are not attested or overwriting in rates may entail the rejection of the tender.

In case the rate written in figures/words/amount differs, the following procedure shall be followed:

a) When there is a difference between the rates in figures and in words, the rates which correspond to the amounts worked out by the contractor will be taken as correct.

b) When the amount of an item is not worked out by the contractor or it does not correspond with the rate written either in figures or in words, then the rate quoted by the contractors in words shall be taken as correct.

c) When the rates quoted by the contractor in figures and in word tallies, but the amount is not worked out correctly, the rate quoted by the contractor shall be taken as correct and not the amount.

7. ACCESS OF INSPECTION:

The contractor is to provide at all times, during the progress of the works and the maintenance period, means of access with ladders, gangways etc., and the necessary attendants to move and adopt the same as directed for the inspection or measurement of the work by the Architect and Employer or any other agency employed by the Employer.

8. DIMENSIONS:

In all cases figured dimensions are to be accepted in preference to scaled sizes. Large scale details shall take precedence over small scale details/drawings. In case of any discrepancy, the contractor shall ask for a clarification, before proceeding with the work. Accordingly, if any work is executed without prior clarification, it is liable to be rejected and shall not be paid for,

9. PROGRAMME OF WORKS:

The contractor on starting the work shall furnish to the Employer and Architect a PERT/CPM programme, for carrying out the work stage by stage in the stipulated time, for the approval of Architects and Employer, and follow strictly the approved time schedule by incorporating changes, if any, so authorized by the Architect and Employer, to ensure the completion of construction work ins stipulated time. A graph or chart on individual item/group of items/trades of work shall be maintained, showing the progress both in terms of quantities and value, week by week. The contractor shall submit to the Employer and Architect a weekly progress report stating the number of skilled and unskilled labourers employed on the work, working hours done, quantity of cement, steel and other major items of materials (quantity and value wise) used and corresponding place, type and quantity of work done during the period.

The contractor must inform the SBI/Architects, 3 days in advance of requirement of respective drawings and details by him, from time to time. The contractor shall strictly adhere to the approved programme and arrange for the materials and labour etc., accordingly.

Despite repeated instructions, if the contractor fails to show satisfactory progress of the work, the Employer/Architect may take suitable action as deemed fit, including levying of liquidated damages not exceeding ½% of contract price for delay of every week or part thereof, subject to a limit of total liquidated damages levied under this clause to 5% of contract price without prejudice to any terms and conditions of the contract.

10. OFFICES, STORES, SHEDS ETC., ON THE SITE:

a. The contractor shall provide for all necessary storage on the site, in a specified area for all materials, in such a manner that all such materials, tools etc., shall be duly protected from damages by weather or any other cause. Stores for storage of cement shall have all weatherproof floors, walls and roof and have proper locking arrangements and must be secure. All these must be maintained till the work is completed and so certified by the Architect. Necessary and adequate watch and ward for all such accommodations and stores shall be provided for by the contractor at his cost and same included in the rates/amounts quoted by him. 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.

b. All materials which are stored on the site such as plywood, false ceiling material etc., shall be stacked in such a manner as to facilitate rapid and easy checking of quantities of such materials and prevent deterioration in quality due to water etc.

11. WATER AND ELECTRICITY:

Contractor shall make his own and adequate arrangements for water required for drinking and construction purposes and also for required electric supply at site for satisfactory execution and completion of the work, at his own cost. The contractor shall get the water used for construction purpose tested periodically as per relevant BIS codes at his cost and shall get the same approved from Architect and Employers before using such water for the work.

12. PROCUREMENT OF MATERIALS:

Contractor shall procure all the materials for the work from the open market. Time is the essence of the contract. Acceptance of the completion date by the contractor shall mean that he has taken into consideration the availability of all materials of approved make and quality in sufficient quantities at respective markets/sources, to enable him to complete the entire work in the stipulated period.

Contractor will get samples of all materials approved by the Architect and employer, before placing order/purchase/procurement. They shall conform to relevant B.I.S. codes and or tender specifications as applicable.

For all materials, the contractor shall quote for the best quality of the materials of best make/source or supply and they should be got approved by the architect and employer, before procurement.

In case sufficient quantities of approved quality materials from approved sources are not available in time, contractor may have to procure the same from neighboring areas even with longer leads, as required and directed, at no extra cost.

13. SANITARY ACCOMMODATION IN SITE:

The contractor shall provide and maintain at his own cost and expense adequate closet and sanitary accommodation for the use of his workmen and others in accordance with the rules and regulations of the relevant local authorities.

14. FACILITIES TO OTHER CONTRACTORS:

The contractor shall give full facilities and co-operation to all other contractors working at site doing plumbing, Electrical, civil works etc., as directed by the Architect & Employer and shall arrange his programme of work, so as not to hinder the progress of other works. The decision of the Bank, on any point of disputes between the various contractors, shall be final and binding on all parties concerned.

15. TESTING:

The contractor shall, as and when directed by the Bank, arrange to test materials and/or portions of the work at site in any approved laboratory at his own cost, in order to provide their soundness and efficiency. The contractor shall transport all the materials from site to the approved laboratory at his own cost. The contractor shall carryout all the mandatory tests as per list attached at the frequencies stated therein. Even after such tests, any materials brought to site or incorporated in the works are found to be defective or unsound or not as per approved samples, the contractor shall remove the same and re-erect at his own cost and without any additional time/period for the same, with reference to the date fixed for completing the work. In case these tests are not carried out at the frequencies stated, then proportionate costs of materials not so tested, including cost of testing and quantities of items of work executed with such materials, if otherwise accepted for retention in the work, will be deducted from the dues to the contractor. The deductions will be worked out by the Bank and shall be final and binding on him.

Tolerance on various material and items of work shall be allowed laid down in the documents below and the order of precedence shall be:

a) Relevant Indian Standards Specifications.
b) CPWD norms.
c) Manufacturer's Specifications.

In absence of above Bank's decision basing on the general practice being following shall be final.

16. SITE MEETINGS:

A senior representative of the contractor shall attend weekly meetings at works site; and in additions, meetings as and when arranged by Bank to discuss the progress of the work and sort out problems, if any, and ensure that the work is completed in the stipulated time.

17. CUSTODY AND SECURITY OF MATERIALS:

The contractor shall be responsible for the custody and security of all materials and equipment at site and he will provide full time watchman/watchmen to look after his materials, stores, equipment's etc., including cement and steel at site and ensure that at no time unauthorized persons gains any access at works site.

18. NOTICES:

The contractor shall give all notices and pay all necessary and relevant fees and shall comply with all Acts and Regulations, for the successful completion of the contract work.

19. STATUTORY REGULATIONS:

The whole of the work including sanitation and electrical is to be complied with, as per the requirements and bylaws of the relevant statutory authorities, including Contract Labour (Regulation and Abolition) Act, 1970 of Central Government.

20. MEASUREMENT TO BE RECORDED BEFORE WORK IS COVERED UP:

The contractor shall take joint measurements with the Employer's representative (Project Management Consultant or any Engineer identified by the Bank) before covering up or otherwise placing beyond the reach of measurement any item of work. Should the contractor neglect to do so, the same shall 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.

21. WORKING AT NIGHT OR ON HOLIDAYS:

The contractor can carry out major work at night, only with prior permission of the Site Engineer of Bank and with proper supervision. However, all concrete work will be carried out only during the day light.

WORKS AT NIGHT:

If the contractor is required to do preliminary works at night, in order to complete the work within the Time Schedule, the contractor shall provide and maintain at his own cost nec-

essary and sufficient barricades/lights etc., to enable the work to proceed satisfactorily without danger. Approaches to the site also shall be sufficiently lighted by the contractor.

22. WORKING ON HOLIDAYS:

No work shall be done on Sunday or other Bank holidays that may be notified by the Bank, without the specific sanction in writing of the Bank or its representatives.

23. ACTION WHERE THERE IS NO SPECIFICATION:

In case of any item/class of work, for which there is no specification mentioned (either in part or full), the same will be carried out in accordance with the relevant CPWD specifications (only for the specifications missing in the contract) and if not available even there (either in part or full) in, relevant standards of BIS shall be followed (only for the portions of specifications missing in the contract specifications and CPWD specifications). Indian standard specifications, subject to the approval of the Architect & Employer.

24. REPORTING OF ACCIDENT TO:

The contractor shall be responsible for the safety of all persons employed by him on the works and shall report serious accidents to any of them, whenever and wherever occurring one the works, to 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. Contractor shall take all the precautions as detailed in the safety code attached separately.

25. CLEARING THE SITE ON COMPLETION/DETERMINATION OF WORKS:

The contractor shall clear the site of works as per the instructions of the Bank. The site of works shall be cleared of all men, materials, sheds, huts etc., belonging to the contractor. The site shall be delivered in a clean and neat condition, as required by Bank, within a period one week after the job is completed. In case of failure by the contractor, the Bank, has the right to get the site cleared to his satisfaction at the risk and cost of the contractor.

26. POSSESSION OF BUILDINGS/WORK COMPLETED:

The contractor shall hand over to the Employer possession of the completed works in stages, as and when required, and as directed by the Bank.

The Bank will take over the possession of completed works in stages as directed by the Bank, and defects liability period will commence only from the date of final handing over of all the work accordingly.

27. TYPOGRAPHIC, CLERICAL AND OTHER ERRORS:

The Bank's clarification regarding partially omitted particulars or typographical, clerical and other errors shall be final and binding on the contractors.

28. INFORMATION TO BE SUPPLIED BY THE CONTRACTOR:

The contractor shall furnish to the Bank the following from time to time:

a) Detailed industrial statistics regarding the labour employed by him, etc., every month (within 5th of succeeding month),

b) The Power of Attorney, name and signature of his authorized representative, who will be in charge for the execution of work.

c) The list of technically qualified persons (to be approved by the Bank) employed by him for the execution of the work within 3 days from date of start of work,

d) The total quantity and quality of materials used for the works, every month within 5th of succeeding month.

In all these matters the decision of the Bank shall be final and binding.

29. FORCE MAJEURE:

Neither party shall be held responsible by the other for breach of any condition of this Agreement, attributable to any "Act of God", Act of State, Strike, lock-out or control or any other reason, beyond the control of the parties and any breach of clauses arising from such Force Majeure conditions as aforesaid shall not be regarded as breach of the provisions of this Agreement.

30. ARCHITECTURAL DRAWINGS AND INSTRUCTIONS:

A set of major drawings, along with the contract documents shall be provided to the contractor. If any clarification or further drawings are required by the Contractor during or before the start of construction work, the contractor shall inform the Bank sufficiently in advance in writing to provide the same. Working details will be given to the Contractor from time to time, during the progress of work, as and when required. In case, any other drawing/detail is required by the contractor, he will give a minimum of fifteen days' notice to the Bank.

31. COMPLETION OF WORK AND LIQUIDATED DAMAGES:

The work shall be completed within 30 days, and reckoned as under:

(a) 7 days from the date of issue of work order.

or

(b) The day on which the contractor receives the possession of the site whichever is later.

or

(c) The contractor is asked in writing to take over the possession of the site.

Time is the essence of the Contract. The Contractor shall strictly adhere to the programme/chart agreed to. In case the contractor fails to complete the work as mentioned above, the liquidated damages may be imposed at the rate of 0.5% per each week (or part thereof) of delay, subject to a maximum of 5% of contract amount.

32. BILLS OF PAYMENTS:

The minimum value of work for interim payments will be as stated in Appendix. The contractor shall submit interim bills, once a month on the basis of joint measurements recorded at site by the contractor's Employer's and the Banks representatives. The bill will be certified by the Bank within 15 working days from the date of submission of the bill by the contractor, and the make payment as stated in the Appendix to General Conditions of Contract. All such interim payments shall not be considered as an admission of the due performance of the contract or any part thereof in any respect and shall not preclude the requiring of bad unsound and imperfect or unskilled work to be removed and taken away and reconstructed or re-erected at contractor's cost, all as per Bank's instruction and directions.

33. WORKMANSHIP:

Quality of materials and workmanship shall conform strictly to specifications given/stipulated in the tender/contract, and contractor will ensure that the best quality of work will be done to the satisfaction of the Bank, with strict control on the materials, workmanship and supervision.

34. SCHEDULE OF QUANTITES:

Quantities mentioned in the Schedule of Quantities, included in the contract, are approximate and are subjected to variations as per actual site conditions & requirements and as directed by the Bank. The work shall be executed and completed accordingly.

35. SITE SUPERVISION:

The contractor shall appoint at his own cost competent and adequate number of qualified Engineers at site, for (1a) joint measurements and preparations of bills. (2b) for testing materials at site and outside laboratory. (c) for concreting and reinforcement work. (d) for other general supervision. Their appointment shall be approved by the Bank. The site engineers shall not be removed from the site without the written consent of the Bank.

36. ENGAGEMENT OF APPRENTICES:

The Contractor shall during the currency of the contract, when called upon by the Employers, engage and also ensure engagement by sub-contractors and others employed by the contractor in connection with the works such number of apprentices in the categories mentioned in the act and for such period as may be required by the Employers. The contractor shall train them as required under the Apprentice Act 1961 and the Rules made thereunder and shall be responsible for all obligations of the Employers under the said Act, including the liability to make payment of apprentices, as required under the said Act.

37. RATES:

Contractor shall quote all the rates both in figures and in words and any alterations shall have to be initialed by the contractor. Rates quoted by the contractor for the same item in different schedules shall be same, and incase different rates are quoted, the lowest will be

taken as correct, and the schedule corrected accordingly. In case of discrepancy between rates given in words and figures or in the amount worked out, the following procedure will be followed:

In case of item rate tender:

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.

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 Bank.

38. INCOME TAX:

Income tax shall be deducted at source by the Employer from the contractor's interim and final bill payments as required by law.

39. EXTRA/SUBSTITUTED ITEM RATES:

Such items shall be executed as per directions/instructions of the Architects/ engineers of the employer.

The work on extra/substituted items shall be started only after the receipt of written order from the Bank. Rates for additional/extra or substituted (altered) items of work, which are not covered in the contract cannot be derived from the contract item rates either in full or partly, shall be calculated on the basis of actual costs plus 15% for overhead and profit etc., only to the extent not derivable from the contract item rates.

40. SERVICES DRAWINGS/SHOP DRAWINGS/CATALOGUE:

After getting approval from the Bank, the contractor shall submit to the concerned local authorities' necessary services drawings showing layouts etc., for getting approval of the schemes. On completion, the contractor shall arrange to get Drainage Completion Certificate and other Certificate necessary for obtaining Building Completion certificate. The contractor shall furnish completion drawings of all services in triplicate, showing the work as actual executed, along with levels. Contractor shall submit for approval 4 copies of shop drawings/ catalogue/ equipment characteristics/ manufacturer's specifications, drawings etc., as and when required and directed by the Bank. Costs of all these are deemed to have been included in the respective item rates quoted by the contractor and nothing extra shall be paid on account of any of these requirement/acts.

41. PAYMENT:

No payment whatsoever shall be made by the Employer, if the Contractor abandons the work, due to any site difficulties etc.,

42. PERMISSION:

The contractor shall also obtain necessary permission approvals from the relevant authorities shall be obtained by the contractor at no extra cost.

43. MAINTAINING REGISTERS AT SITE:

The contractor shall maintain registers for consumption of various specials, testing of materials etc., in the proforma which shall be given by the Bank from time to time.

44. AGREEMENT:

The successful contractor shall be required to enter into an agreement in accordance with the Draft Agreement and Schedule of Conditions etc., within 7 days from the date the contractor is advised by the Bank that his tender has been accepted. The contractor shall pay for all stamps and legal expenses incidental thereto. However, the written acceptance of the tender by the Employer, will constitute as a binding contract between the Employer and contractor, whose tender has been accepted, whether such formal agreement is or is not subsequently executed.

45. INSURANCE:

The contractor shall provide insurance in respect of damage to persons and property and firm insurance as per clause 27 and 28 of General conditions of contract. In addition, he will also insure against riots and civil commotion. The insurance shall also cover third party and all the persons working at site and visitors including contractor's, worker's, Architect's and Employers people, other contractor's workers etc. The contractor shall indemnify the Employer against any claim or compensation or mishaps of whatsoever nature at site during the progress of work.

The contractor shall prove to the Bank from time to time that he has taken out all the insurance policies as required and directed and has paid the necessary premium for keeping the policies valid as per clause 27 & 28 of the General Conditions of Contract.

In case of failure by the Contractor or sub-contractor to effect and keep in force the insurance policies, then the Employer, without being bound to, may pay such premiums as may be necessary and deduct the same from any money due or which may become due to the contractor or recover the same as a debt due from the contractor.

46. INDEBTEDNESS AND LIENS:

The contractor agrees to furnish the Employer from time to time, during the progress of the work as requested, verified statement showing the contractor's total outstanding indebtedness in connection with the work covered by the contract. Before final payment is made, the Employer may require the contractor to furnish the Employer with satisfactory proof

that there are no outstanding debts or liens in connection with the contract. If during the progress of the work, the contractor shall allow any indebtedness to accrue to sub-contractor or other and shall fail to pay or discharge same within five (5) days after demand, then the Employer may withhold any money due to the contractor until such indebtedness is paid or apply the same towards the discharge thereof.

47. WORK PERFORMED AT CONTRACTOR'S RISK:

The contractor shall take all precautions necessary and shall be responsible for the safety of the work and shall maintain all lights, guards, signs, barricades, temporary passages or other protection necessary for the purpose. All work shall be done at the contractor's risk and if any loss or damage shall result from fire or from any other cause, the contractor shall promptly repair or replace such loss or damage free from all expenses to the Employer. The Contractor shall be responsible for any loss or damage to materials, tools or other articles used or held for use in connection with the work. The work shall be carried on to Employer or of others and without interference with the operation of existing machinery or equipment, if any.

48. PHOTOGRAPHS:

The contractor at his own cost shall take photographs of site and individual buildings during the progress of the work as directed by the Bank and submit two copies of each photograph with minimum size 20 cm x 15 cm to the Bank.

49. INSPECTION BY THE CHIEF TECHNICAL EXAMINERS (VIGILANCE):

The proposed work covered under this tender, during the progress and/ or after completion, can also be inspected by the Chief Technical Examiner/ Technical Examiner or Officers of the Central Vigilance Commission, Government of India, on behalf of Bank to ascertain that the execution of the work has been done with materials and workmanship all as stipulated in the contract and as directed.

Contractor shall afford all reasonable facilities to the above vigilance staff and also provide them with ladders, tapes, plum bob, level etc., as required and directed and also necessary labourers skilled/unskilled to enable them to complete their inspection/study/technical scrutiny and no extra shall be admissible to the contractor on this account.

50. SPECIAL CONDITIONS OF CONTRACT:

In the event of any discrepancy with clauses mentioned anywhere else in the tender with the clauses mentioned within special conditions of contract, the clauses mentioned within the special conditions of contract shall supersede there mentioned elsewhere.

51. BIS CODES

It is compulsory for the contractor to keep all the B.I.S. codes mentioned in this tender document at his cost at the site to ensure the proper supervision/quality of work and materials.

52. AS BUILT DRAWINGS

The contractor shall prepare and submit a set of as-built drawings, duly certified by the Bank's engineer. The set consists of 2 soft copies and 3 sets of hard copies.

53. ADDITIONAL SECURITY DEPOSIT

Contractor whoever becomes L1 by quoting below the permissible limit have to submit Bank Guarantee/ Additional Security Deposit as per Bank's instructions.

GENERAL AND TECHNICAL SPECIFICATIONS

1. These specifications are for the work to be done, items to be supplied and materials to be used in the works as shown and defined on the drawings and described herein all under the supervision and to the satisfaction of the Consultant/Bank.

2. The workmanship is to the best available and of a high standard, use must be made of 'specialist' tradesman in all aspects of the work and allowance must be made in the rates for doing so.

3. The materials and items to be provided by the contractor shall be the best of their respective kinds and as approved by the consultant/Bank in accordance with samples, which may be submitted for approval and generally in accordance with the specifications.

4. Samples of all materials including these specified by name of the manufacturer or the brands, trades name or the Consultant/Bank for their approval before the contractor either orders or delivers in bulk to the site. Samples together with their packings are to be provided by the contractor free of any charge and should any materials be rejected, the same will be removed from the site at the expenses of the contractor.

5. The contractor is also required to submit specimen finishes of all colors, fabrics, polish shades, etc., for approval of the Consultant/Bank before proceeding with such works.

6. Should it be necessary to prepare shop drawings, the contractor at his own expenses prepare and submit at least four sets of such drawings to Consultant/ Bank for approval.

7. The contractor shall produce all invoices, vouchers or receipts account of all purchases done by him for materials if called upon to do so either by consultants or the Bank.

8. The contractor should verify all measurements given in the drawing at the site before commencing the work. Any difference should be clarified with the Consultant before commencing the work.

9. Partition line out shall be done at the site before starting the work and got approved from the Consultants.

10. The contractor shall submit Bar chart (CPM Method) for the complete work within one week of letter of acceptance of tender and get the same approved from Consultant/Bank. In advance to co-ordinate the work with other agencies.

11. In order to complete the work in time, the contractor may have to work in more than one shift and beyond office hours. He will do so without any extra charges and without causing any disturbance/inconvenience to the neighborhood.

12. The contractor shall make necessary security arrangements at the site for the safety of his tools, materials and equipment etc., at his own cost.

13. The contractor shall quote his rate including the cost of materials as specified, corresponding wastages, labour, transportation to worksite, loading, unloading, scaffolding etc but excluding GST.

The rates are firm and no escalation on any account shall be allowed on accepted rates.

14. Workmanship for Joinery:

Timber is to be cut to required size and length and the joinery should start immediately after the line out is finalized. It should be framed up (but not bonded) and stored until required for fixing position. At this stage it should be bonded and wedged up. Any portion that warps or develops shakes or other defects shall be replaced before wedging up. The whole work is to be framed and finished in a proper line and level and as detailed in the drawings and fitted with all necessary metal ties, straps, bolts, screws.

Twining bonded joints are to be cross tongued with teak tongues.

15. The contractor shall be responsible for providing and maintaining temporary coverage required for the protection of dressed, finished or semi-finished works if left unprotected. He is also to clean out all shavings, cut ends and other wastages from all parts of the work at his expenses.

16. Laminate sheeting shall be of specified thickness, make and either plain, sued, satin or with design finish samples showing the surface texture and pattern are to be submitted in proper sizes for approval before use.

The laminates shall be fixed with proper adhesive of approved grade and brand.

17. The contact surface of dowels, tenons, wedges etc., shall be glued with proper adhesive. Wherever joinery and carpentry works is likely to come in contract with moisture the adhesive shall be water proof.

18. List of Indian Standards referred to:

IS : 1200 : Latest	Methods of Measurements of buildings & Civil Engineering works.
IS : 287 – 1973	Recommendation for maximum permissible moisture content of timber.

19. Inspection and Testing:

The Consultant/Bank shall be entitled at all times at the risk of contractor to inspect and/or test by itself or through an independent agency appointed by the Bank to inspect, and/or test all the materials, components, and items of work at the expenses of the contractor. All such tests shall be done as per ISI guidelines and as directed by Consultants/Bank.

20. MODE OF MEASUREMENTS

Measurements shall be measured as per ISI.

21. SAFETY CODE

Suitable scaffolds should be provided for workman for all the works that cannot safely be done from the ground or from solid construction, except in cases of short duration works, which 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, it shall be of rigid construction made either of good quality wood or steel. The steps shall have a minimum width of 450mm and a maximum rise of 300mm. Suitable foot and hand hold of good quality wood or steel shall be provided, and the ladder shall be given an inclination not steeper than 1 in 4 (1 horizontal to 4 vertical).

Scaffolding or staging more than 300mm above the ground or floor, swung or suspended from an overhead support, shall be erected with stationery supports and shall have guard rails properly attached, bolted, braced and otherwise secured and at least 900mm 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 necessary for the access of persons and delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.

Working platform, gangways and stairways should be so constructed that they should not sag unduly or unequally and if the height of the platform or the gangway or the stairway is more than 3-6m above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened, as described in (ii) above.

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 900mm.

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 M in length while the width between side rails in ring ladder shall be in no case be less than 300mm. For longer ladders, this width should be increased at least 6mm for each additional foot of length. Spacing of steps shall be uniform and shall not exceed 300mm.

Adequate precautions shall be taken to prevent danger from electrical equipment. At the work site, no materials shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall also provide all necessary fencing and lights to protect the public from accident, and shall be bound to bear the expenses of defense of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay damages and costs, which may be awarded in such suit, action or proceedings to any such persons or which may with the consent of the contractor be paid to compromise any claim by any such person.

II. **Demolition:**

Before any demolition work is commenced and also during the progress 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 over- loaded with debris or materials, so as to render it unsafe.

III. All necessary personal safety equipment as considered adequate by the Bank's 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 the concerned.

a. Workers employed in mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective gloves.

b. Those engaged in white washing and mixing or stacking of cement bags or any materials which are injurious to the eyes shall be provided with protective goggles.

c. Those engaged in welding works shall be provided with welder's protective (eye) shields.

d. Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.

e. 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 manhole and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accidents to the public.

f. The contractor shall not employ men below the age of 18 years and women on the work of painting with products containing lead in any form. Wherever men above the age of 18 years are employed on the work of lead painting, all precautions should be taken.

No paint containing lead or lead products shall be used except in the form of paste or readymade paint.

Suitable face masks should be supplied for use to the workers when paint is ap plied in the formof spray or a surface having lead paint is rubbed and scrapped.

Overalls shall be supplied by the contractors to the workers and adequate facili ties for washing shall be provided to the working painters during and on cessation of work.

When the work is done near any place, where there is risk of drowning, all necessary equipment should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provisions should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

IV. Use of hoisting machine and shackle including their attachments, in charge and supports shall conform to the following standards or conditions.

a. These shall be of good mechanical construction, sound material and adequate strength and free from any patent defects and shall be kept 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 scaffolding or give signals to the operator.

d. In case of every hoisting machine and of every chain, ring hook, shackle swivel and pul ley block used in hoisting or lowering 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 condition under which it is applicable shall be clearly indicated. No part of any machine or any gear referred 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 Employers. As regards contractor's machines the contractor shall notify the safe working load of the machines to the consultants, whenever he brings any machinery to site of work and get it verified by the consultants.

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 and minimize the risk of accidental descent of loads. Adequate precautions should be taken to reduce to the minimum risks of any part of a suspended load becoming accidentally displaced. Sleeves and boots as may be necessary should be provided, whenever workers are employed on electrical installations. 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. No scaffold, ladder, or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near place of work.

h. 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 Bank's engineer.

i. These safety provisions should be brought to the notice of all concerned by display of a notice board at a prominent place of the work spot. The person, responsible for compliance of the safety code, shall be named therein by the contractor.

j. Notwithstanding the above clauses for (a) to (i), there is nothing in these to exempt the contractor from the operation of any other Act or Rules in force in the Republic of India.

22. <u>LABOUR LAWS AND RULES</u>

The Site Engineer shall ensure that the contractor maintains relevant records and fulfils all conditions and requirements in accordance with

a. The payment of Wages Act

b. Employer's Liability Act

c. Workmen's Compensation Act

d. Contract Labour (Regulations & Abolition) Act 1970 and Central Rules 1971.

e. Apprentices Act 1961.

f. Any other Act or enactment relating thereto, and rules framed thereunder from time to time.

The Site Engineer shall refrain from involving himself and the supervisors under him by comments/advice/attempts at mediation in any kind of labour dispute at site. His job is only to report to his superiors any happenings of this sort in an objective manner.

23. EMPLOYER'S RESPONSIBILITY – CONTRACT LABOUR (REGULATIONS AND ABOLITION) ACT 1970 AND RULES 1971

With a view to ensuring that the provisions of the Act are not contravened, the Site Engineer should give particular attention to the following points and see that all the provisions of the Act are enforced:

1. Principal Employer (Banks) is registered as per the Act.

2. Contractor holds a license under the Act from the Local Labour Commissioner for the appointment of Contract labour.

3. Required notice boards, registers and records as provided in section 29 of the Act are maintained by the contractor.

4. Payment of proper wages as per the rules is effected within the prescribed time limits by the contractor.

5. Prescribed facilities and amenities are provided by the contractor.

6. Proper efforts are made by the contractor to set right contravention of law, as soon as the notice pointing out the same is received from the Labour Enforcement Officer, and reports "on action taken" are sent to the Labour Enforcement officer at the earliest with copies to the Employer.

MAKE OF MATERIALS

SL.NO.	MATERIAL DESCRIPTION	APPROVED MAKES
1	Chemical Waterproofing	Fosroc/Dr.Fixit/ Sunanda/Basf/Cerachem Or Approved Equivalent
2	Glazed Vitrified Tiles	Kajaria/ Somany/ AGL/ Simpolo/ Johnson/ RAK/ Nitco or approved equivalent.
3	Ceramic Tiles	Kajaria/ Somany/ Simpol/ Johnson/ RAK/ Nitco or approved equivalent.
4	Sanitary and Plumbing Fixtures	Parryware/ Hindware/ Jaguar/ Cera/ Kohler or Approved Equivalent.
5	CPVC pipes with fittings & specials	Astral/ Supreme/ Prince or Approved Equivalent
6	PVC pipes with fittings & specials	Astral/ Supreme/Prince or Approved Equivalent
7	Kitchen Sink	Nirali / Hindware / Cera or equivalent approved
8	WPC Doors	CenturyPly/ Alstone/ Niki or approved equivalent
9	uPVC Windows & Ventilators	Fenesta/ Reheau/ Veka/ Kommerling/ NCL Wintech or approved equivalent
10	Acrylic Emulsion Paint	Asian / Berger/ICI or approved equivalent make
11	Elastomeric Paint paint	Apex Ultima (Asian) / Weather coat All Guard (Berger) / Weather Shield Max (ICI) or equivalent approved
12	Powder Coated Galvalum Roofing Sheet	Tata/ JSW or equivalant approved
13	Structural Steel	Tata/JSW/RVNL or equivalent
14	Aluminium Composite Panels	Alucobond/ Alstrong/ Eurobond or approved equivalent
15	Structural Glazing work	Konica/ Gujarat Guardian/ Indo-Ashai/ Modi Guard/ Saint Gobain or approved equivalent.

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 _____ Two thousand _____ between _____ (Name of Bank) a body corporate constituted under the _____ (Name of the Act) Act 19 having its Head Office at _____ (herein after called 'The Employer') of the one part and _____ (Name of Firm/ Contractor) (Hereinafter 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) where by the Firm/Contractor interalia understood to render the building/structure completely free from any infestation of termites. And whereas the Guarantors 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 building/ 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 of commits breach thereunder, then the Guarantor will indemnify the principal and his successors against all loss, damage, costs, expenses 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 costs 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 obligation _____ and by _____ and for on behalf of the employed on the day, month and year first above written.

Signed and delivered by _____ (Bank) by the hands of Sri _____ in the presence of _____.

Signed, and delivered by the hand of _____ (Contractor) in the presence of _____.

Signed, and delivered by _____ (Bank) by the hands of Sri _____ in the presence of _____.

Signed and delivered by the hand of _____ (Contractor) in the presence of _____.

FORM OF GUARANTEE FOR WATERPROOFING

Name of the Project:

Free Maintenance Guarantee – Water proofing work

by _____

We _____ hereby guarantee that the surfaces treated by us for waterproofing in the above work, for M/s _____ the general building contractor for the above work, shall remain entirely water tight. Should, however, due to any unforeseen defect left out in the work carried out by us during the period of ten years from the date of virtual completion of the work i.e. from _____ to _____ the same shall be rectified by us without any extra cost to the _____ (name of the Bank).

However, we shall not be responsible in any way if our work is tamper with or if the body of the structure is damaged due to sinking, cracking and/or by any other act of God beyond our control.

_____
Signature of the
Waterproofing Contractor

_____
Signature of the General
Building Contractor

FORM OF BANK GUARANTEE
(On non-judicial stamp paper of Rs.500/-)

Place: …….
Date:……...

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 not withstanding any dispute between State Bank of India and the contractor the Guarantor shall, on demand without demur and without reference to the contractor pay to State Bank of India immediately any sum claimed by State Bank of India under the said contract up to a maximum amount of Rs._____ (Rupees only).

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

i) Such payment shall be notwithstanding any right the contractor may have directly against State Bank of India or any disputes raised by the Contractor with State Bank of India or any suits or proceedings pending in any competent court or before any arbitrator. State Bank of India's written demand shall be conclusive evidence to the Guarantor that such payment is payable under the terms of the Contract and shall be binding in all 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 upto _____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)

PROFORMA OF SITE ORDER BOOK

1. Name of the work _____

2. Date of Commencement _____

Sr. No.	Remarks / Instructions of the Site Engineer / Architects	Dated Initials of Site Engineer / Architects	Initials of the contractor for having received the instructions	Action taken with date	Dated Initials of the Site Engineer	Remarks of the Architects PMC / CC Officials.
1	2	3	4	5	6	7

PROFORMA FOR APPLICATION BY CONTRACTOR FOR EXTENSION OF TIME

1. Name of the contractor

2. Name of the work as given in the agreement

3. Agreement WO

4. Tender amount

5. Date of commencement of work

6. Period allowed for completion as per agreement

7. Date of completion as per agreement

8. Period for which extension of time has been given

	Dated	**Month**	**Year**
a) 1st extension vide Bank's Letter No.			
b)2nd extension vide Bank's Letter No.			
c) 3rd extension vide Bank's Letter No.			

9. Reasons for which extensions have been previously given (copies of the previous applications should be attached)

10.Period for which extension is applied for and the reasons thereof including hindrances, time for extra work assigned, if any etc.

Signature of Contractor

PROFORMA OF HINDRANCE REGISTER

Name of work : Date of state of work :

Name of contractor : Period of completion :

Agreement No : Date of completion :

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

SE = Site Engineer

PE = Project Engineer

PREAMBLE - SCHEDULE OF RATES

1. The schedule of rate should be read in connection with all the other sections of the tenderer.
2. The quantities shown against the items of work are only approximate and may vary to any extent. No extra whatsoever shall be entertained.
3. The rates inserted in the bills of quantities are to be for the full inclusive of value of the work described under the several items, including all costs and expenses which may be required in and for the construction and full protection of the work described, together with all risks, liabilities and obligations set forth or implied in the documents on which the tender is based. The quoted rates shall be for all heights, lifts and leads unless otherwise mentioned specifically in the description of item.
4. General direction and description of work and materials given elsewhere in the contractor documents are not necessarily repeated in the Bill(s) of quantities. Reference to be made to the other documents for the full information/details.
5. The contractor shall be deemed to have visited the site before quoting for the tender and to have examined for himself the conditions under which the work will be carried out including local conditions under which the work will be carried out including local conditions affecting labour and to have studied the items of the bills of quantities, the drawings and specification, relating to them and to have satisfied himself that the rates quoted by him provide for all minor accessories and contingent works or services as necessary for the works described even though there are not specifically defined.
6. Tenderer is advised to read items of works carefully and quote the rates accordingly. However, if he quotes different rates for the same items of work under different schedules of items, the lowest rates quoted shall be made applicable to all the Bills of quantities and the contract sum corrected accordingly.
7. Where an item of work not mentioned in a particular bill of quantities, is required to be executed and where the rate for such an item of work is quoted under a different bill of quantities forming a part of this contract, then the contractor being called upon shall execute the work and shall be paid at the rate so quoted. Nothing extra over shall be payable on this account.
8. The drawing(s) attached with this tender document are for the purpose of tender only, giving the tenderer a general idea of the nature and the extent of works to be executed.
9. The rates quoted by the tenderer shall be deemed to be for the execution of the works in accordance with the “Construction Drawings” (to be supplied to the contractor at the “Design Aspect” of these drawings).
10. The rates quoted by the tenderer shall include all labour, tools and plants, materials inclusive of all, transport, loading, unloading charges, all levies, all taxes, excise duties, etc. at the time of quoting their rates. The quoted rates shall remain firm throughout the contract period. No escalation on prices of labour and materials shall be entertained.

PREAMBLE - SCHEDULE OF QUANTITIES

All items of work contracted for shall be executed strictly in accordance with the description of the item in the Schedule of Quantities, relevant drawings and specifications read in conjunction with the appropriate Indian Standard specifications and conditions of the contract and established Engineering practices.

The rate for each item of work included in the schedule of quantities shall unless expressly stated otherwise include cost of:-

- All materials, fixing materials, accessories sequence of operations, appliances, tools, plant equipment, transport labour and incidentals required and completion of the work called for in the item and as per specifications and drawings completely
- Wastage on materials and labour
- Loading transporting, unloading, handling as necessary, hoisting to all levels, and setting, fitting and fixing in position, protecting, disposal of debris as directed and all other labour necessary and to fully complete the job in accordance with contract documents, good practice and recognized principles of trade laid down in codes of practice.
- Liabilities, obligations and risks arising out of conditions of contract.

All requirements of specifications, whether such requirements are mentioned in the item or not shall be provided for the specifications and drawings where available are to be read as complimentary to any part of the schedule of quantities and any work called for in one shall be taken as required for all similar items.

In the event of conflict between Schedule of Quantities and other documents including the specifications the most stringent among them shall apply and the interpretations of the consultants/owner shall be final and binding.

The Contractor shall be paid for the actual quantity of work executed by him in accordance with the drawings at the accepted rates.

This schedule shall be fully priced and the extensions and totals duly checked. The rates for all items shall be filled in INK. The entries under amount column shall be rounded off to the nearest Rupee.

No alterations whatsoever is to be made either to the description of items in the Schedule of quantities or specifications unless such alterations, is clarified in writing by the consultant/owner. Any such alterations, notes or additions shall unless clarified in writing be disregarded when tender documents are considered. Any observation on BOQ should be made in the letter accompanying technical bid for proper consideration and on disfiguring or overwriting in the documents is permitted.

In event of an error occurring in the amount column of the schedule, as a result of wrong extension of unit rate and quantity, the unit rate quoted by the Tenderer shall be regarded as firm and the extensions shall be amended on the basis of rates.

All errors in totaling in the amount column and in carrying forward totals shall be corrected.

Unless otherwise stated, all measurements shall be taken in accordance with Indian standard for building of Measurements IS 1200 latest revision effective on the date of measurement for civil items as applicable. Any errors in quantity of items from the contract schedule shall not vitiate this contract but shall be corrected and deemed to be a variation by the Architect/Consultant/Owner.

DRAWINGS AND DATA

Within two weeks of placement of order/letter of intent contractor shall furnish the following data in triplicate for approval by Architect/Consultant/Owner.

General arrangement drawing of the equipment on orders showing plan, elevations, and sectional views, mounting details.

Bill of materials.

Descriptive catalogues, characteristic curves, duty point efficiency factor and technical particulars of all the various equipments offered.

SPARE PARTS AND MAINTENANCE FOR MATERIALS SUPPLIED

Tenderer shall offer along with the bid, duly recommended by manufacturer set of spare parts required for a period of one year's continuous operation. Itemized unit prices with exact quantities recommended for these spares shall be separately indicated for consideration of the Owner/Consultant.

DOCUMENTS MUTUALLY COMPLIMENTARY

The several documents forming the contract are to be read as mutually complementary to each other and in case of ambiguities/ discrepancies, the same shall be explained and clarified by the Consultant/Owner to the Contractor in what manner the work is expected to be carried out to meet the end requirements.

INSTRUCTIONS DURING EXECUTION

On the advice of the Owner, the consultants may issue further drawings and written instructions, details, directions and explanations collectively referred to as "Site instruction" in regard to:

- Variations for modification of the design, quality or quantity of works as addition or omission or substitution of any work therein.
- Any discrepancies in the drawings or between the schedule of quantities and/or specifications and/or drawings.
- Removal from the site any material brought by the contractor and substitution of any other materials therefore.
- The dismissal or removal from work of any person employed thereupon.
- Removal/re-examination of any works executed in case of doubt of any nature.
- Opening up for inspection of any work covered up without proper tests by the Architect/Consultant.

Oversight on the part of the Architect/Consultant/his assistant to disapprove any defective work

or material shall not prejudice the Owner/Consultant, thereafter to disapprove such work or materials and to order pulling down, replacement, removal breaking up or reconstruction.

The Contractor shall make his own arrangement for the engagement of all labour and shall be responsible for regulating their service conditions, work conditions in conformity with all Acts, Regulations, Rules or order of competent authority under relevant laws in force during the pendency of the contract.

Contractor shall indemnify the Owner from all claims relating to the workers/ staff/ sub- contractors, Salaries, Wages, Overtime, Leave, Provident Fund, Medical facilities, gratuity, Bonus or any other claim as applicable and stipulated in any statutory provisions, rules or order of competent authority. All materials so far as procurable shall be of the reputed make in the category of manufacture and bear the stamp of quality of the Bureau Standards wherever applicable. The contractor shall furnish documentary proof, test certificates and guarantees as relevant to such materials from manufacturers, which shall match with the date of procurement.

Signature of the Tenderer/s
With the Seal of the Company

Date: Place