CONSTRUCTION OF RESIDENTIAL FLATS, SBILD & OTHER COMMERCIAL OUTFITS AT HINJEWADI, PUNE, MAHARSHTRA, IN EPC MODE

PART B: GENERAL CONDITIONS OF CONTRACT

SBI

muralage

STATE BANK OF INDIA

TENDER DOCUMENT

Tender No.: SBI/MAH/P&E/2026-27/07/09

Name of the work: - CONSTRUCTION OF RESIDENTIAL & COMMERCIAL OUTFITS AT HINJEWADI, PUNE in EPC Mode.

Part- B

GENERAL CONDITIONS OF CONTRACT

Client:

Assistant General Manager (P&E)
State Bank of India
Premises & Estate Department
Local Head Office, Maharashtra Circle
'Spandan', 15th Floor,
Plot No. 3/2 & AM-3, M.I.D.C.,
Kharadi Knowledge Park, Thite Nagar, Pune - 411014.

Project Management Consultant

M/s Muralage,
A-3/269, Vibhav Khand -3, Gomti Nagar, Lucknow,
U.P. Pin-code: 26010 Phone-0522-2980139, 2320715
muralage@gmail.com

Signature of Bidder with Seal

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INTEGRITY PACT

To,

Assistant General Manager (P&E)
State Bank of India
Premises & Estate Department
Local Head Office, Maharashtra Circle
'Spandan', 15th Floor, Plot No. 3/2 & AM-3,
M.I.D.C., Kharadi Knowledge Park,
Thite Nagar, Pune - 411014.

Sub: …….

Ref: Tender No. SBI/……

Dear Sir,

I/We acknowledge that the SBI is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed Integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that the making of the bid shall be regarded as an unconditional and absolute acceptance of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree thatexecution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by the SBI. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Clause 12 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, the SBI shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid is accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

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PRE-CONTRACT INTEGRITY PACT

To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of …….

INTEGRITY AGREEMENT

This Pre-Contract Integrity Pact (herein after called the Integrity Pact) is made on day of the month of _____ Between STATE BANK OF INDIA. [SBI], a statutory corporation constituted under the State Bank of India Act, 1955,having its Corporate Centre at State Bank Bhavan, Madame Cama Road Nariman Point Mumbai and having one of its Local Head Offices and represented by one of its department being Premises & Estate Dept, **Local Head Office, Maharashtra Circle 'Spandan', 15th Floor, Plot No. 3/2 & AM-3, M.I.D.C., Kharadi Knowledge Park, Thite Nagar, Pune - 411014.** India. (Hereinafter called "SBI", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Party.

And

M/s……having office at ……represented by Shri……..., Chief Executive Officer/Director (hereinafter called the "BIDDER/Contractor which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Party.

Preamble

[Both SBI and BIDDER referred above are jointly referred to as the Parties]

SBI intends to award, under laid down organizational procedures, Purchase orders / contract/s against Tender
/Work Order /Purchase Order No. …….. SBI desires full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered intowith a view to: -

1. Enable SBI to obtain the desired materials/ stores/equipment/ work/ project done at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and
2. Enable the BIDDER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and SBI will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Clause.1. Commitments of SBI

1.1 SBI undertakes that SBI and/or its Associates (i.e. employees, agents, consultants, advisors, etc.) will not demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift,reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 SBI will, during the tender process / pre-contract stage, treat all BIDDERs with equity and reason, and will provide to all BIDDERs the same information and will not provide any

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such information or additional information, which is confidential in any manner, to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERs in relation to tendering process or during the contract execution.

1.3 All the officials of SBI regarding this Integrity Pact will report to IEM if any, any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach shall not be permitted.

1.4 SBI will exclude from the process all known prejudiced persons and persons who would be known to have a connection or nexus with the prospective bidder.

1.5 If the BIDDER reports to SBI with full and verifiable facts any misconduct on the part of SBI's Associates (i.e. employees, agents, consultants, advisors, etc.) and the same is prima facie found to be correct by SBI, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by SBI. Further, such an Associate may be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by SBI the proceedings under the contract would not be stalled.

Clause 2. Commitments of BIDDERS / CONTRACTORS

2. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following: -

2.1 The BIDDER will not offer, directly or indirectly (i.e. employees, agents, consultants, advisors, etc.) any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage,commission, fees, brokerage or inducement to any official of SBI, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

2.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of SBI or otherwise in procuring the contract or forbearing to do or having done any act in relation to obtaining or execution of the contract or any other contract with SBI for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with SBI.

2.3 The BIDDER will not engage in collusion, price fixing, cartelization, etc. with other counterparty(s).

2.4 The Bidder(s) will not pass to any third party any confidential information entrusted to it, unless duly authorized by SBI.

2.5 The Bidder (s) will promote and observe ethical practices within its organization and its affiliates.

2.6 BIDDER shall disclose the name and address of agents and representatives, and Indian BIDDERS shall disclose their foreign principals or associates.

2.7 The Bidder(s) will not make any false or misleading allegations against SBI or its Associates.

2.8 BIDDERs shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

2.9 The BIDDER further confirms and declares to SBI that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to SBI or any of its functionaries, whether officially or

unofficially to award the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

2.10 The BIDDER while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of SBI or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

2.11 The BIDDER will not accept any advantage in exchange for any corrupt practices, unfair means and illegal activities.

2.12 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of SBI, or alternatively, if any relative of an officer of SBI has financial interest/stake in the BIDDER"s firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term "relative" for this purpose would be as defined in Section 2(77) of the Companies Act 2013

2.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of SBI.

2.15 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract, and will not enter into any undisclosed agreement or understanding with other Bidders, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

2.16 The BIDDER will not commit any offence under the relevant Bharatiya Nyaya Sanhita, or Prevention of Corruption Act, 1988; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the SBI as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

2.17 The BIDDER will not instigate third parties to commit offences outlined above or be an accessory to such offences.

2.18 The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s) /Contractors(s) of Indian Nationality shallfurnish the name and address of the foreign Principal(s), if any.

2.19 The Bidder(s) shall not approach the courts while representing the matters to IEM if any, and the Bidder(s)will await their decision in the matter.

Clause.3. Previous contravention and Disqualification from tender process and exclusion from future contracts

3.1 The BIDDER declares that no previous contravention occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

3.2 The BIDDER agrees that if it makes an incorrect statement on this subject, the BIDDER can be disqualified from the tender process or the contract, if already awarded,

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can be terminated for such a reason.

If BIDDER before award or during execution has committed a contravention through a violation of Clause 2,above or in any other form such as to put his reliability or credibility in question, SBI is entitled to disqualify the BIDDER from the tender process.

Clause.4. Equal treatment of all Bidders/ Contractors / Subcontractors

4.1 The Bidder(s)/ Contractor(s) undertakes(s) to demand from his Subcontractors a commitment in conformity with this integrity Pact.

4.2 SBI will enter into agreements with identical conditions as this one with all Bidders and Contractors.

4.3 SBI will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Clause.5. Consequences of Violation/ Breach

5.1 Any breach of the aforesaid provision by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle SBI to take all or any one of the following actions, wherever required: -

i. To immediately call off the pre-contract negotiations without assigning any reason or givingany compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

ii. If BIDDER commits a violation of Integrity Pact Policy during the bidding process, he shall be liable to compensate SBI by way of liquidated damages amounting to a sum equivalent to 5% to the value of the estimated cost or offer, whichever is higher.

iii. In case of violation of the Integrity Pact after award of the contract, SBI will be entitled to terminate the contract. SBI shall also be entitled to recover from the contractor liquidated damages equivalent to 10% of the contract value or the amount equivalent to security deposit/ Initial Security Deposit, whichever is higher.

iv. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

v. To recover all sums already paid by SBI, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from SBI in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid amount.

vi. To encash the advance bank guarantee and Initial Security Deposit /warranty bond, if furnished by the BIDDER, in order to recover the payments already made by SBI, along with interest.

vii. To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to SBI resulting from such cancellation/recession, and SBI shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

viii. To debar the BIDDER from participating in future bidding processes of SBI for a minimum period of five (5) years, which may be further extended at the discretion of SBI or until Independent External Monitors is satisfied that the Bidder (s) will not commit any future violation.

ix. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

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x. In cases where irrevocable Letters of credit have been received in respect of any contract signed by SBI with the BIDDER, the same shall not be opened.

xi. Forfeiture of Initial Security Deposit in case of a decision by SBI to forfeit the same without assigning any reason for imposing sanction for violation of the pact.

5.2 SBI will be entitled to all or any of the actions mentioned in para 5.1(i) to (x) of this pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Bharatiya Nyaya Sanhita or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of SBI to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

Clause.6: Fall Clause

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems OR providing similar services at a price/ Charge lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found any stage that similar product/systems or sub systems was supplied by the BIDDER to any to the Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to SBI, if the contract has already been concluded.

Clause 7: Independent External Monitor(s)

7.1 SBI has appointed Independent External Monitor(s) (hereinafter referred to as IEM(s)) for this Pact in consultation with the Central Vigilance Commission. The details of IEM are as below:

Shri Satyajit Mohanty	**Smt. Rashmi Verma**
IPS (Retd.)	IAS (Retd.)
satyajitmohanty88@gmail.com	rashmi.naveenverma@gmail.com

7.2 The responsibility of the IEM(s) shall be to review independently and objectively whether and to what extent the parties comply with the obligations under this Pact.

7.3 The IEM(s) shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

7.4 Both the parties accept that the IEM(s) have the right to access all the documents relating to the project / procurement, including minutes of meetings.

7.5 As soon as the IEM(s) notices, or has reason to believe, a violation of this pact, he will so inform the SBI/PMC

7.6 The BIDDER(S) accepts that the IEM(s) have the right to access without restriction to all project documentation of SBI including that provided by the BIDDER. The BIDDER will also grant the IEM(s), upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors engaged by the BIDDER. The IEM(s) shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

7.7 SBI will provide to the IEM(s) sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relation between the parties. The parties will offer to the IEM(s) option to participate in such meetings.

7.8 The IEM(s) will submit a written report to the SBI/PMC of SBI within 8 to 10 weeks from

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the date of reference or intimation to him by SBI/BIDDER.

Clause.8: Criminal Charges against violating Bidder(s)/ Contractor(s)/ Subcontractor(s)

If SBI obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if SBI has substantive suspicion in this regard, SBI will inform the same to the Chief Vigilance Officer, SBI

Clause.9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, SBI or its agencies shall be entitled to examine all the documents, including the Books of Accounts of the BIDDER and the
BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

Clause.10. Law and Place of Jurisdiction

Both the Parties agree that this Pact is subject to Indian Law. The place of performance and hence this Pact shall be subject to Jurisdiction in the State of Maharashtra.

Clause.11. Other legal Actions

The actions stipulated in the Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

Clause.12. Validity and Duration of the Agreement

This Pact begins when both parties have legally signed it. This Pact begins when both parties have legally signed it. It expires for the Contractor/Vendor 3 years after the completion of work under the contract or till the continuation of defect liability period, whichever is more, and for all other bidders, till the Contract has been awarded.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by SBI.

Clause.13. Other provisions

13.1 Changes and supplements as well as termination notices need to be made in writing. Both the Parties declare that no side agreements have been made to this Integrity Pact.

13.2 If the Contractor is a partnership, this agreement must be signed by all partners.

13.3 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

IN WITNESS THEREOF the parties have signed and executed this pact at the place and date first above mentioned in the presents of following witnesses:

State Bank of India	**Bidder**
.....	.....
WITNESS:	WITNESS:
1.	1. .....
(Signature, name and address)	(Signature, name and address)
2.	2.....
(Signature, name and address)	(Signature, name and address)

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General Rules and Directions

1. All work proposed for execution by contract will be notified in a form of invitation to tender pasted by publication in Newspapers or posted on website as the case may be. This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender, and the amount of the security deposit and Initial Security Deposit to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills. Copies of the specifications, designs and drawings and any other documents required in connection with the work signed for the purpose of identification by the officer inviting tender shall also be open for inspection by the contractor at the office of officer inviting tender during office hours.

2. In the event of the tender being submitted by a firm, it must be digitally signed/ signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power-of attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the applicable Indian Partnership Act, 1932/Companies Act2013.

3. Receipts for payment made on account of work, when executed by a firm must be signed in the name of the firm by one of the partners, or by some other person having due authority to give effectualreceipts for thefirm.

4. Amounts must be quoted in full rupees by ignoring fifty paisa and considering more than fifty paisa asrupee one. In case the lowest tendered amount of two or more contractors is same, then such lowest contractors may be asked to submit sealed revised offer. The lowest tender shall be decided on the basis of a revised offer.

   If the revised tendered amount (worked out on the basis of quoted rate) of two or more contractors received in revised offer is again found to be equal, then the lowest tender, among such contractors, shall be decided by draw of lots in the presence of officer nominated by SBI and the lowest contractors who have quoted equal amount of their tenders.

   In case of any such lowest contractor in his revised offered quote is more than their respective original rate quoted already at the time of submission of tender, then such revised offer shall be treated invalid. Such cases of revised offer of the lowest contractor or a case of refusal to submit revised offer by the lowest contractor shall be treated as withdrawal of his tender before acceptance and 100% of the earnest money shall be forfeited.

   In case all the lowest contractors those have the same tendered amount, refuse to submit revised offers, then tenders are to be recalled after forfeiting 100% of EMD of each lowest Contractors.

   Contractor, whose earnest money is forfeited because of non-submission of revised offer, or quoting higher revised rate(s) than their respective original rate quoted already at the time of submission of his bid shall not be allowed to participate in the

retendering process of the work.

5. The officer inviting the tender or his duly authorized assistant will open tenders in the presence of tender opening and evaluation committee.

6. The officer inviting tenders shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest or any other tender.

7. The tenderers shall sign a declaration under the Officials Secret Act 1923, for maintaining secrecy of the tender documents drawings or other records connected with the work given to them. The unsuccessful tenderers shall return all the drawings given to them.

8. In the case of EPC Tenders, only percentage below/above the estimated cost needs to be quoted. In event no rate has been quoted, leaving space both in figure(s), word(s), and amount blank, it will be presumed that the contractor, the tender shall be treated as invalid and will not be considered as lowest tenderer and earnest money deposited shall be forfeited.

9. All rates shall be quoted in the price bid format available in the e-tendering portal.

10. The Contractor whose tender is accepted will be required to furnish Initial Security Deposit of **2% of the tendered amount** within the period specified in Schedule F. This Guarantee shall be in the form of Demand Draft, or Bank Guarantee from any of the Nationalized Banks mentioned above.

11. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the PMC/ Engineer in Charge shall be communicated in writing to the PMC/ Engineer in Charge.

12. GST or any other applicable in respect of inputs procured by the contractor for this contract shall be payable by the EPC Contactor, and the Client will not entertain any claim whatsoever in respect of the same. However, the component of GST at the time of supply of service (as provided in CGST Act 2017) provided by the contract shall be varied if different from that applicable on the last date of receipt of tender including extensions if any.

13. The contractor shall give a list of both Executive/Non-Executive employees of clients related to him.

14. The tender for composite work includes, in addition to building work, all other works such as sanitary and water supply installations, drainage installation, electrical work, etc. The tender must associate himself with agencies of appropriate class which are eligible to tender for sanitary and water supply drainage, electrical works in the composite tender.

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SECTION – 1

CONDITIONS OF CONTRACT

A. Definition:

1. The **Contract** means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority of SBI and the **Contractor,** together with the documents referred to therein including these conditions, thespecifications, designs, drawings and instructions issued from time to time by the PMC/ Engineer in Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.

2. In the contract the following expressions shall, unless the context otherwise requires, have themeanings, thereby respectively assigned to them: -

i) The expressions **work(s)** shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional. The **work(s)** shall also mean the work including survey, investigation, design, both permanent and temporary, or services to be carried out, designed, constructed, manufactured, fabricated, delivered to Site, erected, installed, completed, tested, commissioned, (including Integrated Testing and Commissioning) and remedying of any defects, and/ or supplied in accordance with the Contract and include Plant, Goods and Materials and their accessories and other necessary items/activities to complete the project/work.

ii) **Accepting Authority** shall mean the authority nominated by **SBI.**

iii) The **Contractor** shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.

iv) **"Client"** shall mean "**State Bank of India, Local Head Office, Maharashtra at Pune.**

v) **"Department" means SBI or his authorized representative who invites tenders and shall include their legal representatives, nominees, employees and officials**

vi) **The "Engineer in Charge"** (EIC) means the Engineer Officer as mentioned in the schedule "F" hereunder, as authorized by SBI.

vii) **Expected risk(s) are** risks due to riots (other than those on account of the contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any act of Client, damage from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by Client of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to the Client's faulty design of work.

viii) The Government shall mean the Government of India

ix) **Market rate** shall be the rate as decided by PMC/ Engineer in Charge on the basis of the cost of materials and labour at the site where the work

is to be executed plus the percentage mentioned in Schedule F to cover, all overheads and profits, provided that no extra overheads and profits shall be payable on the part(s) of work assigned to other agency(s) by the contractor as per terms of contract.

x) **Schedule(s)** referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers or the standard Schedule of Rates of the Government mentioned in Schedule "F" hereunder, with the amendments thereto issued up to the date of receipt of the tender.

xi) The "**Site**" shall mean the land/ or place on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be located or used for the purpose of carrying out the contract. **The "Site"** also includes the places provided by the SBI to which Plant, Goods / Machinery and Materials are to be delivered, tested and commissioned and any other place as may be specifically designated in the Contract as forming part of the Site.

xii) **"Tendered Value"/ "Contract Price"/ "Tendered Amount"** means the value of the entire work as stipulated in the letter of award.

xiii) **GST** shall mean Goods and Service Tax.

xiv) **"Design Data"** means all specifications, plans, drawings, details, graphs, sketches, models, levels, setting-out dimensions, calculations duly checked by the Contractor and other documents relating to the design of the Works prepared or to be prepared by or on behalf of the Contractor.

3. **Laws and Language**

In this contract unless the context otherwise requires, following shall be applicable:

3.1. Laws

i) references to any legislation or any provision thereof, administrative orders of the Stateor Central Government or their regulatory bodies/authorities, or the orders/ruling of anycompetent Court of Law in India shall include amendment or re-enactment or consolidation of such legislation or any provision thereof so far as such amendment or re-enactment or consolidation applies or is capable of applying to any transaction entered into hereunder;

ii) references to laws of India or Indian law or regulation having the force of law shall include the laws, acts, ordinances, rules, regulations, bye laws or notifications which have the force of law in the territory of India and as from time to time may be amended, modified, supplemented, extended or re-enacted.

iii) terms and expressions not herein defined shall have the meanings assigned to them in the "Indian General Clauses Act, 1897" or the Indian Contract Act or the Indian Sale of Goods Act or any other applicable Indian Law, as the case may be.

iv) "Jurisdiction of Courts" Where recourse to a court is made by either party in respect of any matter under the contract, the court of competent jurisdiction at location as decided by SBI shall have the exclusive jurisdiction to try all disputes between the parties.

3.2. Language

i) "**Language**" of the contract shall be English and in case of bilingual contract, English version shall prevail over other language.

ii) references to a "**person**" and words denoting a natural person shall be

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construed as a reference to any individual, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and shall include successors and assigns.

iii) the table of contents, headings or sub-headings in this Contract are for convenienceof reference only and shall not be used in, and shall not affect, the construction or interpretation of this Contract.

iv) the words "include" and "including" are to be construed without limitation and shall be deemed to be followed by "without limitation" or "but not limited to" whether or not they are followed by such phrases.

v) words indicating one gender include all genders.

vi) words indicating the singular also include the plural and words indicating the plural also include the singular, and

vii) "**written**" or "in writing" means hand-written, type written, printed or electronically made and resulting in a permanent record falling within the meaning of "document" as per the Indian Evidence Act, 1872.

4. **Interpretation**

4.1. In this Contract, unless the context otherwise requires,

i) References to "development" include, unless the context otherwise requires, construction, renovation, refurbishing, augmentation, up gradation and other activities incidental thereto, and "develop" shall be construed accordingly.

ii) any reference to any period of time shall mean a reference to that according to Indian Standard Time (IST).

iii) references to any date, period or Project Milestone shall mean and include such date, period or Project Milestone as may be extended pursuant to this Contract.

iv) any reference to any period commencing "from" a specified day or date and "till" or "until' a specified day or date shall include both such days or dates; provided that if the last day of any period computed under this Contract is a gazetted /general holiday, then the period shall run until the end of the next working day.

v) "lakh/lac" means a hundred thousand (100,000) and "crore" means ten million (10,000,000).

vi) "indebtedness" shall have construed so as to include any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent.

vii) references to the "winding-up", "dissolution", "insolvency", or "re-organization" of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including the seeking of liquidation, winding-up, re-organization, dissolution, arrangement, protection or relief of debtors;

viii) save and except as otherwise provided in this Contract, any reference, at any time, to any contract, deed, instrument, license or document of any description shall be construed as reference to that contract, deed, instrument, license or other document as amended varied, supplemented, modified or suspended at the time of such

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reference; provided that this Clause shall not operate so as to increase liabilities or obligations of the Employer hereunder or pursuant hereto in any manner whatsoever;

ix) Any contract, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Contract from or by any Party or the Employer's Engineer shall be valid and effective only if it is in writing under the hand of a duly authorized representative of such Party or the Employer's Engineer, as the case may be, in this behalf and not otherwise.

x) the Schedules and Recitals to this Contract form an integral part of this Contract and will be in full force and effect as though they were expressly set out in the body of this Contract.

xi) references to **Recitals, Articles, Clauses, Sub-clauses or Schedules** in this Contract shall mean references to Recitals, Articles, Clauses, Sub-clauses and Schedules of or to this Contract, and references to a Paragraph shall, subject to any contrary indication, be construed as a reference to a Paragraph of this Contract or of the Schedule in which such reference appears.

xii) the damages payable by either Party to the other of them, as set forth in this Contract, whether on per diem basis or otherwise, are mutually agreed genuine pre- estimated loss and without any proof of actual damage likely to be suffered and incurredby the Party entitled to receive the same and are not by way of penalty (the "**Damages**")

4.2. Unless expressly provided otherwise in this Contract, any Documentation required to be provided or furnished by the Contractor to the Employer/Engineer shall be provided free of cost and in three copies, and if the Employer/Engineer is required to return any such Documentation with its comments and/or approval, it shall be entitled to retain two copies thereof.

4.3. The rule of construction, if any, that a contract should be interpreted against the parties responsible for the drafting and preparation thereof, shall not apply.

5. **Measurements and arithmetic conventions**

Unless and otherwise specified in Specifications/Standards as applicable and BIS Codes/Specifications, all measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded-up and below 5 (five) being rounded-down.

6. **Employer's use of Contractor's Documents**

The Contractor shall be deemed (by signing the Contract) to give to the Employer a non- terminable transferable non-exclusive royalty-free license to copy, use and communicate the Contractor's Documents, including making and using modifications of them. This license shall:

i) apply throughout the actual or intended working life (whichever is longer) of the relevant parts of the Works,

ii) entitle any person in proper possession of the relevant part of the Works to copy, use and communicate the Contractor's Documents for the purposes of completing, operating, maintaining, altering, adjusting, repairing and demolishing the Works, and

iii) in the case of Contractor's Documents which are in the form of computer programs and other software, permit their use on any computer on the Site and other places as envisaged by the Contract, including

replacements of any computers supplied by the Contractor.

7. **Contractor's use of Employer's Document**

As between the Parties, the Employer shall retain the copyright and other intellectual property rights in the Employer's Requirements and other documents made by (or on behalf of) the Employer. The Contractor may, at his cost, copy, use, and obtain communication of these documents for the purposes of the Contract. They shall not, without the Employer's consent, be copied, used or communicated to a third party by the Contractor, except as necessary for the purposes of the Contract.

8. **Compliance with Statutes, Regulations and Laws**

The Contractor shall familiarize themselves and conform in all aspects with:

i) The provisions, their legal interpretation in respect of any enactment and relevant judicial/administrative/quasi-judicial orders in India, as is and/or may become, applicable from time to time, related to or having impact on any aspect affecting the works

ii) The regulations or byelaws of any local body and utilities.

iii) The contractor shall be bound to give all notices required by statute, regulations or by- laws, as aforesaid and to pay all fees and bills payable in respect thereof. The contractor will arrange necessary clearances and approvals before the work is taken up.

Ignorance of Rules, Regulations and Bylaws shall not constitute a basis for any claim at any stage of work.

The Contractor shall indemnify the Employer against all penalties and liabilities of every kind of breach of any such enactment, laws, regulations, byelaws or rules.

B. Scope and performance

1. Where the context so requires, words imparting the singular only also include the pluralor vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa
2. Heading and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
3. The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications, and such other printed and published documents, together with all drawings as may be forming part of the tender papers. Noneof these documents shall be used for any purpose other than that of this contract.

C. Works to be carried out

The work to be carried out under the contract shall, except as otherwise provided in these conditions, include all Concept Design and Detailed Drawings, Engineering & Procurement with required labour, materials, tools, plants, equipment and transport which may be required in preparation of and for entire execution and completion of the works. This shall include wastage of materials, cartage and carriage, carrying and return of empties, hoisting, setting, fitting and fixing inposition and all other labour necessary in and for the full entire execution and completion of the work as aforesaid in accordance with good

practice and recognized principles.

D. Sufficiency of tender

The contractor shall be deemed to have satisfied himself before tendering as to the correctness andsufficiency of his tender for the works and of the rates and price quoted, to cover all his obligations under the contract and all matters and things necessary for the proper completion and maintenance of the works.

E. Discrepancies and Adjustment of errors

The several documents forming the contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawings and figured dimensions in preference to scale and specific conditions in preference to general conditions.

i. In the case of discrepancy between the various documents or for further details of material specification & design manual, the following documents or practices shall be referred in the same order of preferences: –
   a. Concept designs & Tender Drawings along with Design Basis Report (DBR).
   b. Specific Conditions of Contract.
   c. General Conditions of Contract, NIT, ITB.
   d. Technical Specifications.
   e. CPWD Specifications.
   f. Indian Standard Specifications of BIS
   g. National Building Construction Standards 2026 & ECSBC.
   h. Sound engineering practices and as per directions of the PMC/ Engineer in Charge.

   The above order of preference will remain the same always, but if any clause / condition is revised/modified in the pre-bid meeting, the existing clause will be replaced by the modified conditions.

ii. If there are varying or conflicting provisions made in any one document forming Part of the contract, Accepting Authority shall be deciding authority with regard to the intention of the document and his decision shall be final and binding on the Contractor.

iii. Any error in description, quantity or rate in schedule of quantities or any omission therefrom shall not vitiate the contract or release the contractor from the execution of the whole or anypart of the works comprised therein according to drawings and specifications or from any of his obligation under the contract.

F. Signing of Contract

The successful bidder/contractor, on acceptance of his tender by the Accepting Authority, shall within fifteen days of the date of issue of the Letter of Acceptance (LoA), execute/sign the Contract Agreement consisting of: -

i. All Part of tender documents i.e. Notice inviting tender, GCC, SCC, DBR, Technical specifications including drawings, Price Bid, Amendments, Corrigendum etc., if any, forming the tender as issued at the time of invitation of tender and acceptance thereof

together with any correspondence leading thereto.

ii. No payment for the work done will be made

   a. Unless the contract agreement is signed by the contractor.

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b. Till the Performance BG, copy of applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board is submitted by the contractor.

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SECTION – 2

CLAUSES OF CONTRACT

CLAUSE 1 INITIAL SECURITY DEPOSIT (ISD)

i. The contractor shall submit an irrevocable Initial Security Deposit of 2% (Two percent) of the tendered amount as mentioned in Schedule 'E', in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in Schedule 'F' from the date of issue of letter of acceptance. This period can be further extended by the Engineer- in-Charge up to a maximum period as specified in Schedule 'F' on written request of the contractor stating the reason for delays in procuring the Initial Security Deposit, to the satisfaction of the PMC/ Engineer in Charge. This Guarantee shall be in the form of Account Payee Demand Draft, Bank Guarantee from any of the Nationalized Banks. The Initial Security Deposit shall be submitted by the contractor on format as per Form-K as per NIT & ITB (Part-A) and shall be initially valid up to the stipulated date of completion plus minimum 6 months beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Initial Security Deposit extended to cover such enlarged time for completion of work.

ii. The PMC/ Engineer in Charge shall not make a claim under the Initial Security Deposit except for amounts to which the SBI is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:

a) Failure by the contractor to extend the validity of the Initial Security Deposit as described hereinabove, in which event the PMC/ Engineer in Charge may claim the full amount of the Initial Security Deposit.

b) Failure by the contractor to pay SBI any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the serviceof notice to this effect by PMC/ Engineer in Charge.

iii. In the event of the contract being determined or rescinded under the provision of any of the Clause/Condition of the agreement, the Initial Security Deposit shall stand forfeited in full and shall be absolutely at the disposal of the SBI.

iv. On substantial Completion of any work which has been completed to such an extent that the intended purpose of the work is met and ready to use, then a Virtual Completion certificate shall be recorded by the PMC/ Engineer in Charge. The Virtual certificate shall have appended with a list of outstanding balance items of work that need to be completed in accordance with the provisions of the contract.

This Virtual completion certificate shall be recorded by the concerned Engineer- in- Charge with the approval of the authority of State Bank of India (SBI). After recording of the Virtual Completion Certificate for the work by the competent authority, the 80 % of Initial Security Deposit shall be returned to the contractor, without any interest. The balance 20% of Initial Security Deposit shall be returned to the contractor without any interest after fulfilling all the relevant conditions & obligations of the Contract.

In case of contracts involving maintenance of buildings and services/any other work after construction of same building and services/other work, then 40% of Initial Security Deposit shall be retained as Security Deposit. The same shall be returned year-wise proportionately.

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CLAUSE 1 A RETENTION MONEY

From each running bill, an amount at the rate of 10% of the gross value of the running bill shall be recovered as retention money, till the total retention amount including the EMD and ISD amounts already with the Bank become 5% of the value of the contract amount. This amount is called as Total Security Deposit - which consists of three components:

a) EMD - Earnest Money Deposit.

b) ISD – Initial Security Deposits.

c) RM - Retention Money.

The security deposit as deducted above can be released against bank guarantee issued by a Nationalized bank, on its accumulations to a minimum of Rs.500 lac subject to the condition that amount of such bank guarantee, except last one, shall not be less than Rs.500 lacs. Provided further that the validity of the bank guarantee shall be in conformity with provisions contained in clause 17 which shall be extended from time to time depending upon the extension of contract granted under provisions of clause 2 and clause 5.

The total security deposit will be kept with the Bank. 50% of the total security deposit amount shall be refunded without interest to the contractor on issuance of virtual completion certificate by the Architect/Bank and the Contractor's removal of his materials, equipment, labour force, temporary sheds, stores, site office etc. and on receipt of physical possession of the site by the Bank.

The remaining 50% of the total security deposit may be refunded 15 days after the end of defects liability period, provided he has satisfactorily carried out all the works and attended to rectification of all defects in accordance with the conditions of the contract.

Wherever the Bank Guarantee is acceptable, it should be issued by any Nationalized Bank other than SBI or its Associate Banks.

CLAUSE 2 LIQUIDATED DAMGES FOR DELAY

If the contractor fails to maintain the required progress in terms of clause 5 or to complete the work and clear the site on or before the stipulated completion date or justified extended date of completion determined as per clause 5 (excluding any extension under clause 5.5) also considering any extension granted under clauses 12 and 15, he shall, without prejudice to any other right or remedy available under the law to the SBI on account of such breach, pay as compensation, the amount calculated as below :

Liquidated damages for delay of work @ 0.5% of accepted tendered amount per week of delay (to be computed on per day basis) Provided further that the total amount of compensation for delay to be paid under this condition shall not exceed 5 % (Five percent) of the accepted Tendered Value of work or of the accepted Tendered Value of the Sectional part of work as mentioned in Schedule 'F' for which a separate period of completion is originally given.

The period of delay solely attributable to the contractor shall be computed as the time taken by the contractor going beyond the 'justified date of completion' as determined by the authority specified in Schedule F under clause 5. Further, in the case where the contractor is entitled to additional time under clause 12 and/or clause 15, that shall also be accounted for while deciding the net period of delay. In case,the authority specified in Schedule F decides to levy compensation during the progress of work, the period of delay attributable to contractor shall be computed (by such authority) as the period by which the progress is

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behind the schedule on date of such decision, after due consideration of justified extension atthat stage of work.

In case no liquidated damages has been decided by the authority in Schedule 'F' during the progress of work, this shall be no waiver of right to levy liquidated damages by the said authority if the work remains incomplete on final justified extended date of completion.

If the PMC/ Engineer-in-Charge decides to give further extension of time allowing performance of work beyond the justified extended date, the contractor shall be liable to pay compensation for such extended period. The levy of compensation under this clause shall be without prejudice to the right of action by the PMC/ Engineer in Charge under clause 3 or any other clause in contract.

In case action under clause 2 has not been finalized and the work has been determined under clause 3, the right of action under clause 2 shall remain post determination of contract and in such case the levy of compensation shall be for days the progress is behind the schedule on date of determination, as assessed by the authority in Schedule F, after due consideration of justified extension. The compensation for the delay, if not decided before the determination of contract, shall be decided after the determination of contract. Further, in such case where the contract has been determined, the total amount of recovery against compensation under clause 2 plus that under clause 3 (i.e. forfeiture of security deposit, Initial Security Deposit) shall not exceed 5% of the accepted tendered value of work.

The amount of compensation may be adjusted or set off against any sum payable to the Contractor under this or any other contract with the SBI.

In case, the contractor does not achieve a particular milestone mentioned in schedule F, or the re-scheduled milestone(s) in terms of Clause 5, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied as above. Withholding of this amount on failure to achieve a milestone shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent] milestone(s), the amount mentioned against each milestone missed subsequently also shall be withheld. The amount withheld can be released against BG/ FDR from a Nationalized bank of an equivalent amount. Further, no interest whatsoever shall be payable on such a withheld amount.

CLAUSE 3 WHEN CONTRACT CAN BE TERMINATED

Subject to other provisions contained in this clause, the PMC/ Engineer in Charge may, without prejudice to his any other rights or remedy against the contractor in respect of any delay, not following safety norms, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice of one month in writing absolutely determine the contract in any of the following cases:

(i) If the contractor having been given by the PMC/ Engineer in Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.

(ii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence and continues to do so after a notice in writing of seven days from the PMC/ Engineer in Charge.

(iii) If the contractor fails to complete the work or section of work with individual date of completion on or before the stipulated or justified extended date, on or before such date of completion; and the PMC/ Engineer in Charge without any prejudice to any other right or remedy under any other provision in the contract has given further reasonable time in a notice given in writing in that behalf as either mutually agreed or in absence of such mutual agreement by his own assessment making such time essence of contract and in the opinion of PMC/ Engineer in Charge the contractor will be unable to complete the same or does not complete the same within the period specified.

(iv) If the contractor persistently neglects to carry out his obligations under the contract and/ or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the PMC/ Engineer in Charge.

(v) If the contractor shall offer or give or agree to give to any person in SBI service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for SBI.

(vi) If the contractor shall enter into a contract with SBI in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the PMC/ Engineer in Charge.

(vii) If the contractor had secured the contract with SBI as a result of wrong tendering or other non- bonafide methods of competitive tendering or commits breach of Integrity Agreement.

(viii) If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any InsolvencyAct for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.

(ix) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointedor if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.

(x) If the contractor shall suffer an execution levied on his goods and allow it to be continued for a period of 21 days.

(xi) If the contractor assigns (excluding part(s) of work assigned to other agency(s) by the contractor as per terms of contract), transfers, sublets (engagement of labour on a piece-work basis or of labourwith materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer -in-Charge.

(xii) When the contractor has made himself liable for action under any of the cases aforesaid, the PMC/ Engineer in Charge on behalf of the SBI shall have powers:

(a) To determine the contract as aforesaid so far as performance of work by the Contractor is concerned (of which determination notice in writing to the contractor under the hand of the PMC/ Engineer in Charge shall be conclusive evidence). Upon such determination, the Initial Security Deposit shall stand forfeited in full, Security Deposit already recovered, and Security deposit recoverable shall be liable to be forfeited and shall be absolutely at the disposal of the SBI.

(a) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the remaining work which may include any new items to complete the work. In the event of above courses being adopted by the Engineer- in- Charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the PMC/ Engineer in Charge has 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.

CLAUSE 3A

In case, the work cannot be started due to reasons not within the control of the contractor within 1/8th of the stipulated time for completion of work or one month whichever is higher, either party may close the contract by giving notice to the other party stating the reasons. In such an eventuality, the Initial Security Deposit of the contractor shall be refunded within 30 days.

Neither party shall claim any compensation for such an eventuality. This clause is not applicable for any breach of contract by either party.

CLAUSE 4 CONTRACTOR LIABLE TO PAY COMPENSATION EVEN IF ACTION NOT TAKEN UNDER CLAUSE 3

In any case in which any of the powers conferred upon the PMC/ Engineer in Charge by Clause3 thereof, shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected. In the event of the PMC/ Engineer in Charge

putting in force all or any of the powers vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the contractor, take possession of (or at the sole discretion of the PMC/ Bank which shall be final and binding on the contractor) use as on hire (the amount of the hire money being also in the final determination of the PMC/ Bank) all or any tools, plant, materials and stores, in or upon the works, or the site thereof belonging to the contractor or procured by the contractor and intended to be used for the execution of the work/or any part thereof, paying or allowing for the same in account at the contract rates, or, in the case of these not being applicable, at current market rates to be certified by the PMC/ Bank , whose certificate thereof shall be final, and binding on the contractor, clerk of the works, foreman or other authorized agent to remove such tools, plant, materials, or stores from the premises (within a time to be specified in such notice) in the event of the contractor failing to comply with any such requisition, the PMC/ Bank may remove

them at the contractor's expense or sell them by auction or private sale on account of the contractor and his risk in all respects and the certificate of the PMC/ Bank as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

CLAUSE 5 TIME AND EXTENSION FOR DELAY

The time allowed for execution of the Works as specified in Schedule 'F' or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the work shall commence from such date as mentioned in schedule 'F' or from the date of handing over of the site, as notified by the Bank / PMC, whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid and such default continues even after 10 days after a notice in writing has been given by the Bank/ PMC the Initial Security Deposit shall be forfeited by the Bank /PMC and shall be absolutely at the disposal of the Bank without prejudice to any other right or remedy available in law. The contract shall stand determined when such a decision regarding the forfeiture of the Initial Security Deposit is communicated to the contractor.

5.1 The contractor shall within 10 (ten) working days of award of work, submit a time program to the Bank/ PMC. Such program shall be made in due consideration of:

a) Schedule of handing over of site as specified in the Schedule 'F'

b) Schedule of issue of designs as specified in the Schedule 'F'

(i) The Contractor shall submit a Time and Progress Chart for each milestone. The Bank/ PMC may within 7 (seven) days of receipt of such chart, make modifications thereafter, if any, and communicate the approved chart to the contractor, failing which the chart submitted by the contractor shall be deemed to be approved by the Bank/ PMC.

The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the work(s). It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the PMC/ Bank and the Contractor within the limitations of time imposed in the Contract documents.

(ii) In case of non-submission of time and progress chart by the contractor, the chart prepared by the Bank/PMC shall be deemed to be final.

(iii) Such a program by the PMC/ Bank shall not relieve the contractor of any of the obligations under the contract.

(iv) The contractor shall submit the Time and Progress Chart containing up to date progress of work using the mutually agreed software or in the format decided by PMC/Bank. Such chart shall be submitted by the contractor on or before 5th day of each month failing which a recovery as mentioned in Schedule ‘F’ shall be made at the earliest from the next running account bill without any notice in this regard.

(v) While recording the hindrances in the progress of the work, due consideration should be Given to the cause of hindrance. The hindrances shall be segregated in following categories:

(a) Delays due to reasons beyond the control of both parties (sub- clause 5.2)

(b) Delays attributable to the Department and concurrent delays (sub-clause 5.3).

(c) Delays solely attributable to the contractor (sub-clause 5.5)

5.2 **Delays due to reasons beyond the control of both parties:**

If the work(s) be delayed by: -

I. force majeure, or

II. abnormally bad weather, or

III. serious loss or damage by fire, or

IV. civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or

V. delay on the part of other contractors or tradesmen engaged by PMC/Bank in executing work not forming part of the Contract, or

VI. any other cause like above which, in the reasoned opinion of the PMC/ Bank is beyond the control of both parties.

Then upon the happening of any such event causing delay, the contractor shall within 03 (three) days give notice thereof through written correspondence to the Bank / PMC but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Bank / PMC to proceed with the work(s).

The contractor shall have no claim on account of any hindrance in case notice(s) are not given by the contractor.

The Bank / PMC, on receipt of such notice(s) after considering the factual ground situation, shall either acknowledge or reject the notice(s).

In case of rejection, the reason(s) for rejection shall be communicated by the Bank / PMC to the Agency.

The decision of the Bank / PMC with regard to nature of event causing delay, its start date and end date, as finalized during acknowledgement of notice, shall be final and binding.

The end date of such events shall be recorded by the Bank/ PMC either during acknowledgment of notice or subsequent to acknowledgement if end date of hindrance is after the date of acknowledgement of notice.

In absence of notice by the contractor, the Bank / PMC or his representative(s) may record the Events causing delay within 05 (five) days of occurrence of hindrance further that not recording of events causing delay by the Bank / PMC does not facto entitle the Contractor for any hindrance.

The contractor shall have no claim of damages against the delays listed in this sub clause i.e. sub Clause 5.2. The contractor shall have no claim of damages for extension of time granted or rescheduling of milestone/s for events listed in sub clause 5.2.

5.3 **Delays attributable to the Bank/PMC and the Concurrent delays:**

In case the work is hindered, in the opinion of the contractor, by the PMC/Bank or for any reason / Event, for which the PMC/Bank is responsible, then upon the happening of such event causing delay, the Contractor shall within 3 (three) days give notice there of through written correspondence to the PMC/Bank but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Bank / PMC to proceed with the work.

The contractor shall not be entitled for any hindrance in case notice(s) are not given by the contractor.

The PMC/ Bank, on receipt of such notice(s) after considering the factual ground situation, shall either acknowledge or reject the notice(s).

In case of rejection, the reason(s) for rejection shall be communicated by PMC/Bank to the agency.

The decision of PMC/Bank with regard to nature of event causing delay, its start date and end date, as has been finalized during acknowledgement of notice, shall be final and binding.

The end date of such events shall be recorded by the Bank/ PMC either during acknowledgment of notice or subsequent to acknowledgement if end date of hindrance is after the date of acknowledgement of notice.

In absence of notice by the contractor, PMC/ Bank or his representative(s) may record the events causing delay within 05 (five) days of occurrence of hindrance provided further that not recording of events causing delay by the PMC/Bank does not ipso facto entitle the contractor for any hindrance.

Such extension of time or rescheduling of milestone/s shall be without prejudice to any other right or remedy of the parties in contract or in law, provided further that for the concurrent delays i.e. the delays occurring concurrently due to the defaults of both the parties, the contractor be entitled for extension of time but shall have no claim of damages.

5.4 **Rescheduling of milestones and 'Justified extended date'**

The request for rescheduling the Milestones or extension of time, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay on the prescribed forms
i.e. Form of application by the contractor for seeking rescheduling of milestones or Form of application by the contractor for seeking extension of time (Appendix -XVI) to the authority as indicated in **Schedule 'F'**. The Contractor shall indicate in such a request the period by which rescheduling of milestone/s or extension of time is desired.

The authority as indicated in Schedule 'F', after examining the request, shall give a fair and reasonable 'justified extension of time' for completion of work and simultaneously reschedule the milestones. In event of non-application by the contractor for extension of time, the authority as indicated in schedule F, after

affording opportunity to the contractor, may give, fair and reasonable justified extension and reschedule the milestones, within a reasonable period of occurrence of the event causing delay. Such justified extension of time shall determine the 'justified extended date' of completion of work.

5.4.1 Provided that the end date of any event causing delay shall not fall beyond the date of request for extension of time or rescheduling of milestone(s) by the contractor. In case end date of event falls beyond the date of submission of said request, then period for extension

up to date of application shall be considered in the said request for events eligible for consideration and remaining period shall be applied in subsequent request of extension of time or rescheduling of milestone(s). the Bank / PMC shall finalize/ reschedule a particular milestone before taking action against subsequent milestone. Such extension or rescheduling of the milestones shall be communicated to the Contractor by the authority as indicated in Schedule 'F' in writing, within 21 (twenty-one) days of the date of receipt of such request from the Contractor.

5.5 **Delays beyond the 'justified extended date'**

(delays attributable solely to the contractor):

In case the work is delayed by reasons solely attributable to the contractor, then the Bank / PMC or his representative(s) may record the event causing delay within 05 (five) days of occurrence of delay. Contractor shall take the notice of the same for necessary action. He may submit his version, if any within 05 (Five) days. Bank / PMC, considering the version of the contractor, will take decision on such recording of the event and the decision of the PMC/Bank shall be final and binding.

The contractor shall be liable for levy of compensation for such delays i.e. for the period beyond the justified extended date of completion as determined in sub clause 5.4 and this default of contractor shall be dealt in conjunction with clause 2 of the contract.

In case the work is delayed, due to hindrances attributable solely to the contractor, beyond the justified extended date (as stated in sub clause 5.4), the authority indicated in Schedule 'F', without prejudice to provisions to take action under Clause 3, may grant extension of time required for completion of work without rescheduling of milestone(s) and extend the date of completion.

CLAUSE 6 COMPUTERIZED MEASUREMENT BOOK

PMC/Bank shall, except as otherwise provided, ascertain and determine by measurement the value of work done in accordance with the contract.

All measurements as per the stage payments mentioned in Part C SCC, 2.3 having financial value shall be entered by the contractor and compiled in the shape of the Computerized Measurement Book having pages of A-4 size as per the format of the department so that a complete record is obtained of all the stages of works performed under the contract.

All such measurements recorded by the contractor or his authorized representative from time to time, during the progress of the work, shall be got checked by the contractor from the PMC/ Bank or his authorized representative as per interval or

program fixed in consultation with PMC/ Bank or his authorized representative. After the necessary corrections made by the PMC/ Bank, the measurement sheets shall be returned to the contractor for incorporating the corrections and for resubmission to the Bank for the dated signatures by the PMC and the contractor or their representatives in token of their acceptance.

Whenever bill is due for payment, the contractor would initially submit draft computerized measurement sheets and these measurements would be got checked/test checked from the PMC/Bank and/or his authorized representative. The contractor will, thereafter, incorporate such changes as may be done during these checks/test checks in his draft computerized measurements, and submit to the department a computerized measurement book, duly bound, and with its pages machine numbered. The PMC/Bank and/or his authorized representative wouldthereafter check this MB and record the necessary certificates for their checks/test checks.

The final, fair, computerized measurement book given by the contractor, duly bound, with its pages machine numbered, should be 100% correct. No cutting or over-writing in the measurements would thereafter be allowed. If at all any error is noticed, the contractor shall have to submit a fresh computerized MB with its pages duly machine numbered and bound, after getting the earlier MB cancelled by the department. Thereafter, the MB shall be taken in the Bank Office records and allotted a number as per the Register of Computerized MBs. This should be done before the corresponding bill is submitted to the bank Office for payment. The contractor shall submit two spare copies of such computerized MB's for the purpose of reference and record by the various officers of the department.

The contractor shall also submit to the PMC/Bank separately his computerized Abstract of Cost and the bill based on these measurements, duly bound, and its pages machine numbered along with two spare copies of the bill. Thereafter, this bill will be processed by the Bank and allotted a number as per the computerized record in the same way as done for the measurement book meant for measurements.

The contractor shall, without extra Charge, provide all assistance with every appliance, labour and other things necessary for checking of measurements by the PMC/Bank or his representative.

Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the contract notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom.

The contractor shall give not less than seven days' notice to the PMC/Bank or his authorized representative in Charge of the work before covering up or otherwise placing beyond the reach of checking and/or test checking the measurement of any work in order that the same may be checked and/or test checked and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of checking and/or test checking measurement and shall not cover up and place beyond reach of measurement

However, to expedite the progress of work, PMC/ Bank, on the request of contractor, may make interim payment (s) even before the net payment limit specified in schedule ‘F’ is achieved. In such case(s) no interest /compensation shall be recoverable from contractor. Such payment by PMC/ Bank shall not be construed as wavier of limit specified in schedule ‘F’ for subsequent interim payments. PMC/ Bank shall arrange to have the bill verified in the event of the failure of the contractor to submit the bills, no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor. Payment on account of amount admissible

shall be made by the PMC/ Bank certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by the PMC.

All such interim payments shall be regarded as payment by way of advances against final payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the PMC/ Engineer in Charge relating to the work done or materials delivered forming If the revised tendered amount (worked out on the basis of quoted rate of individual items) part of such payment, may be modified or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the contract and specifications. Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of the PMC/ Engineer in Charge under the contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract.

Pending consideration of extension of date of completion, interim payments shall continue to be made as herein provided without prejudice to the right of the department to take action under the terms of this contract for delay in the completion of work, if the extension of date of completion is not granted by the competent authority.

Any work without consent in writing of the PMC/ Bank or his authorized representative in Charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of checking and/or test checking measurements without such notice having been given or the PMC/ Bank consent being obtained in writing 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.

PMC/ Bank or his authorized representative may cause either themselves or through another officer of the department to check the measurements recorded by contractor and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.

It is also a term of this contract that checking and/or test checking the measurements of any item of work in the measurement book and/or its payment in the interim, on account of final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.

CLAUSE 7 PAYMENT ON INTERMEDIATE CERTIFICATE TO BE REGARDED AS ADVANCES

The running account bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements as per Clause 6 on the format of the Department in triplicate on or before the date of every month fixed for the same by the PMC/ Bank. The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment/ adjustment of advances for material collected, if any, since the last such payment is less than the amount specified in Schedule 'F', in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved.

The **Contract price & payments** are mentioned in the Special Conditions of Contract (SCC).

CLAUSE 7A

No Running Account Bill shall be paid for the work till the applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board, whatever applicable are submitted by the Contractor to the PMC/Bank.

CLAUSE 8 COMPLETION CERTIFICATE AND COMPLETION PLANS

Within ten days of the completion of the work, the contractor shall give notice of such completion to the PMC/Bank and within thirty days of the receipt of such notice, the PMC/Bank shall inspect the work and if there is no defect in the work, shall furnish the contractor with a final certificate of completion, otherwise a virtual completion certificate of physical completion indicating defects (a) to be rectified by the contractor and/or (b) for which payment will be made at reduced rates, shall be issued. But no final certificate of completion shall be issued, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials, rubbish and all huts and sanitary arrangements required for his/their work people on the site in connection with the execution of the works as shall have been erected or constructed by the contractor(s) and cleaned off the dirt from all wood work, doors, windows, walls, floor or other parts of the building, in, upon, or about which the work is to be executed or of which he may have had possession for the purpose of the execution, thereof, and not until the work shall have been measured by the PMC/ Bank. If the contractor fails to comply with the requirements of this Clause as to removal of scaffolding, surplus materials and rubbish and all huts and sanitary arrangements as aforesaid and cleaning off dirt on or before the date fixed for the completion of work, the PMC/Bank may at the expense of the contractor remove such scaffolding, surplus materials and rubbish etc., and dispose off the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall have no claim in respect of scaffolding or surplus materials or final cleaning work as aforesaid except for any sum actually realized by the sale thereof.

CLAUSE 8A COMPLETION PLANS TO BE SUBMITTED BY THE CONTRACTOR

The Contractor shall submit completion plans for Internal and External Civil, Electrical and Mechanical & other Services within thirty days of the completion of the work, the contractor shall give notice of such completion to the Bank/ PMC.

In case, the contractor fails to submit the completion plan as aforesaid, he shall be liable to pay a sum of 0.1 % (zero-point one percent) of Tendered Value or limit prescribed in Schedule F whichever is more as may be fixed by the authority as mentioned in Schedule F and in this respect the decision of the that authority shall be final and binding on the contractor.

CLAUSE 9 PAYMENT OF FINAL BILL

The final bill shall be submitted by the contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the Bank/PMC whichever is earlier. No further claims shall be madeby the contractor after submission of the final bill, and these shall be deemed to have been waived and extinguished. Payments of those items of the bill in respect of which there is no dispute and of items indispute, for quantities and rates as approved by PMC / Bank, will, as far as possible be made within the period of three months the period being reckoned from the date of certification of the bill by the Bank / PMC or his authorized Engineer.

CLAUSE 9A PAYMENT OF CONTRACTOR'S BILLS TO BANKS

Payments due to the contractor may, if so desired by him, be made to his bank, registered financial, co- operative or thrift societies or recognized financial institutions instead of direct to him provided that the contractor furnishes to the PMC/Bank

(1) an authorization in the form of a legally valid document such as a power of attorney conferring authority on the bank, registered financial, co-operative or thrift societies or recognized financial institutionsto receive payments and

(2) his own acceptance of the correctness of the amount made out as being due to him by Bank or his signature on the bill or other claim preferred against Bank before settlement by the PMC/ Bank of the account or claim by payment to the bank, registered financial, co-operative or thrift societies or recognized financial institutions. While the receipt given by such banks registered financial, co-operative or thrift societies or recognized financial institutions shall constitute a full and sufficient discharge for the payment, the contractor shall whenever possible present his bills duly receipted and discharged through his bank, registered financial, co-operative or thrift societies or recognized financial institutions.

Nothing herein contained shall operate to create in favour of the bank; registered financial, co-operativeor thrift societies or recognized financial institutions any rights or equities vis- a-vis the Bank.

CLAUSE 10A MATERIALS TO BE PROVIDED BY THE CONTRACTOR

The contractor shall, at his own expense, provide all materials, required for the works other than those which are stipulated to be supplied by the Bank.

The contractor shall, at his own expense and without delay supply to the PMC / Bank samples of materials to be used on the work and shall get these approved in advance. All such materials to be provided by the Contractor shall be in conformity with the specifications laid down or referred to in the contract. The contractor shall, if requested by the PMC/Bank furnish proof, to the satisfaction of the PMC/ Bank that the materials so comply. The PMC/ Bank shall within thirty (30) days of supply of samples or within such further period as he may require intimate to the Contractor in writing whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the PMC/ Bank for hisapproval, fresh samples complying with the specifications laid down in the contract. When materials are required to be tested in accordance with specifications, approval of the PMC/ Bank shall be issued after the test results are received.

The Contractor shall, at his own cost, make all necessary arrangements and provide all required facilities, including travel, accommodation, and any other expenses, as may be required by the Project Management Consultant (PMC) and/or the Bank for the collection and preparation of the required number of samples for testing. Such samples shall be collected at the time and location, and transported to such place(s), as directed by the PMC/ Bank. The Contractor shall also bear all charges related to testing and analysis.

The PMC/ Bank or his authorized representative shall have unrestricted access at all times to the works, as well as to any workshops or other premises where work components are being fabricated or where materials, manufactured articles, or machinery are being procured for the project. The Contractor shall provide all necessary assistance and facilities to enable such access and inspection.

The PMC/ Bank shall have full powers to require the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default, the PMC/ Bank shall be at liberty to employ at the expense of the contractor, other persons to removethe same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The PMC/ Bank shall also have full

powers to require other proper materials to be substituted thereof and in case of default, the PMC/ Bank may cause the same to be supplied and all costs which may attend such removal and substitution shall be borne by the Contractor.

The contractor shall at his own expense, provide a material testing lab at the site for conducting routine field tests. The lab shall be equipped at least with the testing equipment as specified in schedule F.

CLAUSE 10B

(i) SECURED ADVANCE ON NON-PERISHABLE MATERIAL (Not Applicable/Deleted)

(ii) INTEREST BEARING MOBILISATION ADVANCE

Mobilization advances not exceeding 5% of the tendered amount may be given, if requested by the contractor in writing within six months of the work order to commence the work. The mobilization advance will be utilized for the following:

Establishment of Site Office for Contractor and PMC / Bank Staff, Testing lab, laboratory equipment, labour camps, basic amenities, Services for labour/staff, Cement Godown, Reinforcement yard and stores etc. Any other item as mentioned in NIT by the NIT approving authority.
90% of the price of new items and 50% of the depreciated price of old items will be considered for assessing the utilized amount of mobilization advance.

Expenditure incurred on items / materials which are measurable and payable under agreement / extra items as well as materials eligible for secured advance will be excluded from utilized amount of mobilization advance, if any.

The assessment of PMC/ Bank in this respect shall be final and binding.
However, clause 10B (ii) and clause 10B (iii) are mutually exclusive, i.e. both cannot be operated for same material simultaneously.

Before releasing of mobilization advance, the contractor shall execute Bank Guarantee Bonds not more than 6 (six) in number from Nationalized Bank for the amount equal to 110% of the amount of advance and valid for the period till recovery of advance. This (Bank Guarantee from Nationalized Bank on prescribed format for the amount equal to 110% of the balance amount of advance) shall be kept renewed from time to time to cover the balance amount and likely period of c o m p l e t e recovery.

Interest & Recovery

The mobilization advance bear simple interest at the rate of 8 percent per annum and shall be calculated from the date of payment to the date of recovery, both days inclusive, on the outstanding amount of advance. Recovery of such sums advanced shall be made by the deduction from the contractors bills commencing after first ten percent of the gross value of the work is executed and paid, on pro-rata percentage basis to the gross value of the work billed beyond 10% in such a way that the entire advance is recovered by the time eighty percent of the gross value of the contract is executed and paid, together with interest due on the entire outstanding amount up to the date of recovery of the installment.

If the circumstances are considered reasonable by the Engineer-in-Charge, the period mentioned in (ii) for request by the Contractor in writing for grant of mobilization advance may be extended at the discretion of the Engineer-in-Charge.

The said bank guarantee for advances shall initially be made for the full amount (i.e. 110% of the amount of advance) and valid for the contract period, and be kept renewed from time to time to cover the balance amount and likely period of complete recovery together with interest.

(iii) PLANT MACHINERY & SHUTTERING MATERIAL ADVANCE (Not Applicable/Deleted)

CLAUSE 10CC PRICE ADJUSTMENTS OF WORKS

If the prices of materials and/or wages of labour required for execution of the work increase, the contractor shall be compensated for such increase as per provisions detailed below and the amount of the contract shall accordingly be varied, subject to the condition that such compensation for escalation in prices and wages shall be available only for the work done during the stipulated period of the contract including the justified period extended under the provisions of clause 5 of the contract without any action under clause

2. Such compensation for escalation in the prices of materials and labour, when due, shall be worked out based on the following provisions:

(i) The base date for working out such escalation shall be the last stipulated date of receipt of tenders including extension, if any.

(ii) The cost of work on which escalation will be payable shall be reckoned as below:

(a) Gross value of work done up to this quarter: (**A**)
(b) Gross value of work done up to the last quarter: (**B**)
(c) Gross value of work done since previous quarter (**C**)= (A-B)
(d) Full assessed value of Secured Advance fresh paid in this quarter: (D)
(e) Full assessed value of Secured Advance recovered in this quarter: (**E**)
(f) Full assessed value of Secured Advance for which escalation Payable in this quarter, (**F**)= (D-E)
(g) Advance payment made during this quarter: (**G**)
(h) Advance payment recovered during this quarter: (**H**)
(i) Advance payment for which escalation is payable in this Quarter (**I**)= (G-H)
(j) Amount paid based on prevailing market rates due to deviations/variations as per clause 12 during this quarter:(**J**)
Then, **M** = C+F+I-J
Cost of work for which escalation is applicable(**W**)=0.85M
Components for materials, labour, etc. shall be pre-determined for every work and incorporated in the conditions of contract attached to the tender documents included in Schedule 'F'. The decision of the PMC/ Engineer in Charge in working out such percentage shall be binding on the contractors. The completion after the quarter covered by the last such instalment of payment, is less than three months, the indices shall be the average of the indices for the months falling within that period.

(c) The minimum wage of an unskilled Mazdoor shall be the higher of the wage notified by Government of India, Ministry of Labour and that notified by the local administration both relevant to the place of work and the period of reckoning.

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(d) The escalation for labour also shall be paid at the same quarterly intervals when escalation due to increase in cost of materials is paid under this clause. If such revision of minimum wages takes place during any such quarterly intervals, the escalation compensation shall be payable at revised rates only for work done in subsequent quarters;

(e) Irrespective of variations in minimum wages of any category of labour, for the purpose of this clause, the variation in the rate for an unskilled Mazdoor alone shall form the basis for working out the escalation compensation payable on the labour component.

(iv) In the event the price of materials and/or wages of labour required for execution of the work decreases, there shall be a downward adjustment of the cost of work so that such price of materials and/or wages of labour shall be deductible from the cost of work under this contract and in this regard the formula herein stated **below** under this Clause 10CC shall mutatis mutandis apply.

(v) The contract price shall be adjusted for increase or decrease in rates and prices of labour, cement, steel reinforcement bar, fuel and lubricants and other input materials as per percentage of materials/labour specified in schedule F and in accordance with the principles, procedures and formulae specified below:

(a) Price adjustment for change in cost shall be paid in accordance with the following formulae:

(i) **For Construction**:
VW= W*(1/100) *[CP * (CI-CO)/CO + LP* (LI-LO)/LO+CMP*(CMI-CMO)/ CMO+EMP*(EMI-EMO)/ EMO +FP* (FI-FO)/FO+SP* (SI- SO)/SO+ Bp *(BI-Bo)/BO]

(ii) **For Maintenance**:
VW= W *(1/100) *[LP* (LI-LO)/LO +CMP* (CMI-CMO)/CMO+EMP* (EMI-EMO)/ EMO + Bp*(BI- Bo)/BO]

Where, W=cost of work done as per para (ii) above.
VW (Variation of cost of Work) =Increase or decrease in the cost of works during the period under consideration due to change in the rates for relevant components.

Percentage components of materials & labour as specified in the schedule F are defined as under: -

CP- Cement component, LP - Labour component,
CMP- Civil component of other construction materials, EMP- E & M component of construction materials
FP-POL (Diesel) component

SP- Reinforcement steel bars/TMT bars/structural steel (including strands and cables) component
BP- Bitumen component
Indices for various components of materials & labour to be used for the purpose of this Clause are defined as under:

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CO= Wholesale Price Index for Pozzolana Cement published by office of the Economic Adviser, Ministry of Industry & Commerce valid for the month of last date of receipt of tender including extension, if any.

CI= Wholesale Price Index for Pozzolana Cement published by office of the Economic Adviser, Ministry of Industry & Commerce for the period under consideration.

LO= Minimum daily wage in rupees of an unskilled adult mazdoor, fixed under any law, statutory rule or order as on the last date of receipt of tender including extension, if any.

LI= Minimum wage in rupees of an unskilled adult mazdoor, fixed under any law, statutory rule or order as applicable on the last date of the quarter previous to the one under consideration.

CMO= Price Index for civil components of other construction materials valid for the month of the last date of receipt of tender including extension, if any, as issued by the office of CE CSQ (Civil) or successor.

CMI= Price Index for civil components of other construction materials for the period under consideration and as issued by the office of CE CSQ (Civil) or successor.

EMO= Price Index for E & M components of construction materials valid for the month of the last date of receipt of tender including extension, if any, as issued by the office of CE CSQ (Electrical) or successor.

EMI= Price Index for E & M components of construction materials for the period under consideration and as issued by the office of CE CSQ (Electrical) or successor.

FO= Wholesale Price Index of HSD (High Speed Diesel) published by office of the Economic Adviser, Ministry of Industry & Commerce valid for the month of the last date of receipt of tender including extension, if any.

FI= Wholesale Price Index of HSD (High Speed Diesel) published by office of the Economic Adviser, Ministry of Industry & Commerce for the period under consideration.

SO= Wholesale Price Index of Mild Steel-long products published by office of the Economic Adviser, Ministry of Industry & Commerce valid for the month of the last date of receipt of tender including extension, if any

SI= Wholesale Price Index of Mild Steel-long products published by office of the Economic Adviser, Ministry of Industry & Commerce for the period under consideration.

BO= Wholesale Price Index of Bitumen published by office of the Economic Adviser, Ministry of Industry & Commerce valid for the month of the last date of receipt of tender including extension, if any

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BI= Wholesale Price Index of Bitumen published by office of the Economic Adviser, Ministry of Industry & Commerce for the period under consideration.

Stipulations:

The rates quoted by the Contractor shall be treated as firm for the value of work required to be done in the first 12months of the contract period from the date of written order to commence work and no PVA is admissible on the same on any grounds whatsoever. The value of work required to be done during the first 12 months of the contract period shall be taken as 80% of the value of work to be done on pro-rata basis in 12 months as compared to the total stipulated completion period. No PVA is admissible on the value of work required to be done in first 12 months as worked out above, even if this value of work is actually done in a period longer than 12 months. However, in case of any delay in the first 12 months due to genuine reasons which are not attributable to the contractor and which are beyond his control, such period of delay will be deducted from 12 months, and the value of work to be done will be 80% of the pro-rata value of work to be done in such reduced period on pro-rata basis.

(a) For works where the original stipulated period of completion is not more than 12 months, no PVA whatsoever is permissible under this clause. However, if the period of completion is delayed beyond 12 months on account of genuine reasons which are not attributable to the contractor and which are beyond his control, PVA will be admissible on the value of work done only in excess of value of work required to be done on a pro-rata basis in the first 12 months minus the period of such genuine delay.

For purpose of admissibility of PVA all the cumulative period of extensions granted for reasons which are solely attributable to the contractor is excluded from the total extended period of the contracts and PVA shall not be admissible on the value of work done during such period of extensions, which are granted for keeping the contract current, but only due to reasons for which the contractor was solely responsible. Periods of extensions granted on account of genuine reasons which are not attributable to the contractor and which are beyond his control will however, be included in the period for which PVA is admissible.

Notwithstanding anything to the contrary mentioned in any other clause/ clauses of the contract, extensions of the contract period shall be granted by the Architect only with prior approval of the Bank. Extensions granted by the Architect without Bank's prior approval shall not bind the Bank for payment of PVA for work done in the concerned period of extensions.

In working out the amount of PVA as per all the foregoing stipulations, value of such extra items or such portions of extra items the rates of which are derived from the prevailing market rates of materials and labour will not be included in the value of work done. Value of only such extra items or such portions of extra items, rates of which are derived entirely from tendered rates will be included in the value of work on which PVA as calculated.

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For claiming the payment for PVA the contractor shall keep such books of accounts and other documents, vouchers receipts etc. as may be required by the Bank/Architect, for verification of the increased claims or reduction to be made as the case may be and he shall also allow Engineers and/or other duly authorized representatives of the Bank/Architects and furnish such information as may be required or called for to enable verification of the claim within a week of such request.

The contractor is required to submit to the Bank, through the PMC, his claims for PVA separately for each running Bill for the individual bill periods for the work paid to him by the Bank. He will also be required to submit detailed calculations in support of the claims.

No claim will be entertained from the contractor for interest or any other grounds for non-payment or for any delay in payment of PVA due to late publication or non-availability of the necessary price indices or due to delay in preparation of the Running or Final Bills.

In view of adjustments for variations in process of materials and labor which have been covered in this clause no other adjustments for any reason whatsoever like statutory measures, taxes, levies, etc. will be allowed.

CLAUSE 10D DISPOSAL OF DISMANTLED MATERIAL

The contractor shall treat all materials obtained during dismantling of a structure, excavation
of the site for a work, etc. as SBI's property and such materials shall be disposed of to the best advantage of SBI's according to the instructions in writing issued by the PMC/ Bank.

CLAUSE 11 WORK TO BE EXECUTED IN ACCORDANCE WITH SPECIFICATIONS, DRAWINGS, ORDERS AS PER MODE MENTIONED IN SCHEDULE F

The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work issued by the SBI / PMC, Contractor shall be furnished free of Charge one copy of the contract documents.

The contractor shall comply with the provisions of the contract and with the care and diligence execute and maintain the works and provide all labour and materials, tools and plants including for measurements and supervision of all works, structural plans and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these, is specified or is reasonably inferred from the contract. The Contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of construction.

The 3D Architectural Models of the project will be prepared on any BIM applications with minimum LOD 350 and IFC format of the same shall be made available for

interoperability of building information to all stake holders of the project.

The 3D Architectural BIM Model Information(s) shall be used for structural, MEP services and horticulture design. The comprehensive BIM model with minimum LOD 350 of project shall have all the architectural, structural, horticulture and MEP services element.

All architectural and MEP drawings (2 D) shall be generated from BIM model. All the structural drawings shall be in conformity with BIM model.

Project or work shall be executed using 2D drawings generated from BIM model.

The provisions of BIM shall be applicable in the project only if, the same is mentioned in schedule 'F'.

CLAUSE 12 DEVIATIONS / VARIATIONS EXTENT AND PRICING

The Bank/ PMC shall have power (i) to make alterations in, additions to or substitutions for the original scope of work as defined in the contract, that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of no availability of a portion of the site or due to any other reason (save except Clause-13), the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Bank / PMC and all such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any change in the scope of work as defined in the contract, which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same terms and conditions in all respects, except for increase/decrease in the cost and additional time due to change of scope, to be determined based on the sub-clauses hereunder:

12.1 The time for completion of the works shall, in the event of any deviations resulting in additional cost over the tendered value sum being ordered, be extended, if requested by the contractor, as follows:

I. In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus.

II. 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by The Bank / PMC.

12.2 Payment of deviations/variations beyond 0.25% of the accepted tendered amount.

In case there is any change in scope as defined in the contract, the contractor shall carry out the changes as per direction of The Bank / PMC and nothing extra shall be payable to the contractor on account of same if the additional cost of such work is up to 0.25% (zero point two five percent) of the accepted tendered amount and worked out as per sub-clause 12.3 below. Variations/deviations up to 0.25% (zero-point two five percent) of the accepted tendered amount shall be deducted from overall variations/ deviations for making payment.

12.3 DETERMINATION OF RATES

In the event, there is any deviations/variations in work as defined in the contract,

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the contractor shall submit the complete proposal to The Bank / PMC in Charge within 15 days duly supported with: -

(a) Analysis of rates for items involved, along with relevant documents, rates of materials, tools/plants and labour, etc.

(b) The impact, if any, which the deviations/variations are likely to have on the project completion schedule, on receipt of such proposal, either individually or covering group of items, the Bank / PMC shall examine the proposal regarding its admissibility and finalize the proposal/rates within 45 days after receipt of proposal with all requisite details and documents from the contractors, after giving due consideration to the proposal, analysis and rates of materials and labors, etc.

12.3.1 The increase/decrease in the rates due to deviations/variations shall be decided based on the following criteria: -

(i) Pricing of deviations

(a) If the item of work as stipulated in the schedule of quantity/scope of work deviates on plus side, then the rate for the deviated quantity shall be paid at the agreement rate up to the deviation limit as specified in schedule "F" with the same terms & conditions of the contract. Beyond deviation limit as specified in the schedule "F", rate shall be payable on market rates to be determined based on the relevant documents and prevailing market rates, as per Para (iii) below

(b) If the item of work as stipulated in the schedule of quantity/scope of work deviates on minus side, then the amount for such deviated quantity shall be deducted proportionately at the agreement rate.

(ii) Pricing of variations

(iii) If there are changes in the quantity/specifications/ alterations/ substitutions/additions, etc. in the items, other than mentioned in Para- (i) above, the rates shall be determined based on detailed analysis of rates with original stipulated scope of items & newly proposed/provideditems.

The difference of rates so determined shall be payable to/ recoverable from the contractor. The rates for both the components i.e. materials & labor shall be based on prevailing market rates. The rate finalized by the PMC/Bank shall be final and binding.

12.3.2 In case of either non-submission of timely proposal or incomplete proposal by the contractor for deviations/variations, the Bank/ PMC shall give final opportunity to the Contractor to submit the complete proposal for change of cost within next 15 days. In case of non-submission or further incomplete submission by the contractor within the stated period, the PMC/Bank shall initiate the proposal and decide the change of cost. In such case the proposal finalized by the Bank / PMC shall be final and binding on the contractor.

12.3.3 Restrictions on Deviations/Variations

(iv) Work(s) due to deviations/variations shall be executed only after getting the instructions of PMC/ Bank, save except to meet any work of emergent nature.

(v) Notwithstanding anything to the contrary in this clause 12, any change arising from default of the contractor in the performance of his obligations under this agreement shall not be deemed to be deviations/variations, and shall not result in any adjustment of the contract price or the project completion schedule

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CLAUSE 13 FORECLOSURE OF CONTRACT DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK

If at any time after acceptance of the tender or during the progress of work, the purpose or object for which the work is being done changes due to any supervening cause and as a result of which the work has to be abandoned or reduced in scope, the PMC/Bank shall give notice in writing to that effect to the contractor stating the decision as well as the cause for such decision and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensationor otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

The contractor shall be paid at contract rates, full amount for works executed at site and, in addition, a reasonable amount as certified by the PMC/Bank for the items hereunder mentioned which could not be utilized on the work to the full extent in view of the foreclosure;

(i) Any expenditure incurred on preliminary site work, e.g. temporary access roads, temporary labour huts, staff quarters and site office; storage accommodation and water storage tanks.

(ii) Bank/PMC shall have the option to take over contractor's materials or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however Bank/PMC shall be bound to take over the materials or such portions thereof as the contractor does not desire to retain. For materials taken over or to be taken over by Bank/PMC, cost of such materials as detailed by Bank/PMC shall be paid. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the contractor.

(iii) Reasonable compensation for transfer of T & P from site to contractor's permanent stores or to his other works, whichever is less. If T & P are not transported to either of the said places, no cost of transportation shall be payable.

(iv) Reasonable compensation for repatriation of contractor's site staff and imported labour to the extentnecessary.

The contractor shall, if required by the Bank/PMC , furnish to him, books of account, wage books, time sheets and other relevant documents and evidence as may be necessary to enable him to certify the reasonable amount payable under this condition.

The reasonable amount of items on (i), (iii) and (iv) above shall not be in excess of 2% of the cost of the work remaining incomplete on the date of closure, i.e. total stipulated cost of the work as per accepted tender less the cost of work actually executed under the contract and less the cost of contractor's materials at site taken over by the Bank/PMC as per item (ii)above. Provided always that against any payments due to the contractor on this account or otherwise, the Bank/PMC shall be entitled to recover or be credited with any outstanding balances due from the contractor for advance paid in respect of any tool, plants and materials and any other sums which at the date of termination were recoverable by the Bank/PMC from the contractor under the terms of the contract.

In the event of action being taken under Clause 13 to reduce the scope of work, the contractor may furnish fresh Initial Security Deposit on the same conditions, in the same manner and at the same rate for the balance tendered amount and initially valid up to the extended date of completion or stipulated date of completion if no extension has been granted plus minimum 180 days beyond that. Wherever such a fresh Initial

Security Deposit is furnished by the contractor the Bank/PMC may return the previous Initial Security Deposit.

CLAUSE 14 PRE- CONSTRUCTION ACTIVITIES

The data supplied by the Bank/PMC, if any, are for General Guidance only. The contractor shall be responsible for carrying out pre- construction activities for construction of work as defined in NIT/ITB/Specific Conditions of Contract. The contractor shall carry out site investigations to verify site details / Data at his own cost.

Since start of pre-construction activities contractor has to deploy Building Information Model (BIM) professional having knowledge of using Building Information Model (BIM) of minimum LOD 350.

CLAUSE 15 SUSPENSION OF WORK

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

- on account of any default on the part of the contractor or; for proper execution of the works or part thereof for reasons other than the default of the contractor; or
- 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 Bank/PMC.

(b) 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 plus 25%, for completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part, and;
- If the total period of all such suspensions in respect of an item or group of items or work for which a separate period of completion is specified in the contract exceeds thirty days, the contractor shall, in addition, be entitled to such compensation as the Bank/PMC may consider reasonable in respect of salaries and/or wages paid by the contractor to his employees and labour at site, remaining idle during the period of suspension, adding thereto 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Bank/PMC within fifteen days of the expiry of the period of 30 days.

(c) If the works or part thereof is suspended on the orders of the Bank/PMC for morethan three months at a time, except when suspension is ordered for reason (a) in sub Para

(i) above, the contractor may after receipt of such order serve a written notice on the Engineer-in-Charge requiring permission within fifteen days from receipt by the Engineerin- Charge of the said notice, to proceed with the work or part thereof in regard to which progress has been suspended and if

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such permission is not granted within that time, the contractor, if he intends to treat the suspension, where it affects only a part of the works as an omission of such part by Bank/PMC or where it affects whole of the works, as an abandonment of the works by Bank/PMC , shall within ten days of expiry of such period of 15 days give notice in writing of his intention to the Bank/PMC . In the event of the contractor treating the suspension as an abandonment of the contract by Bank/PMC , he shall have no claim to payment of any compensation on account of any profit or advantage which he might havederived from the execution of the work in full but which he could not derive in consequenceof the abandonment. He shall, however, be entitled to such compensation, as the Bank/PMC may consider reasonable, in respect of salaries and/or wages paid by him to his employees and labour at site, remaining idle in consequence adding to the total thereof 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Bank/PMC within 30 days of the expiry of the period of3 months.

CLAUSE 16 ACTION IN CASE WORK NOT DONE AS PER SPECIFICATIONS

All works under or in course of execution or executed in pursuance of the contract, shall at all times be open and accessible to the inspection and supervision of the Bank/PMC , his authorized subordinates

in Charge of the work and all the superior officers, officer of the Quality Assurance Unit of the Bank/PMC or any organization engaged by the Bank/PMC for Quality Assurance and of the Chief Technical Examiner's Office, and the contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

If it shall appear to the Bank/PMC or his authorized subordinates in charge of the work or to or Chief Technical Examiner or his subordinate officers, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the contractor shall, on demand in writing which shall be made within twelve months of the completion of the work from the Bank/PMC specifying the work, materials or articles complained of, notwithstanding that the same may have been passed, certified and paid for, forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so within a period specified by the Bank/PMC in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as specified under clause 2 of the contract (for non-completion of the work in

time) for this default.

In such case, the Bank/PMC may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the authority specified in Schedule 'F' may consider reasonable during the preparation of on account bills or final bill or any other amount due to the contractor, if the item is so acceptable without detriment to the safety and utility of the item and the structure or he may reject the work outright without any payment and/or get it along with other connected and incidental items rectified, or removed and re-executed at the risk and cost of the contractor. Decision of the Bank/PMC to be conveyed in writing in respect of the same will be final and binding on the contractor.

CLAUSE 17 DAMAGES AND DEFECTS LIABILITY

17.1 During progress of work

If the contractor or his working staff or workers damage any part of the work in the scope of contract, or any adjacent buildings and properties viz. road, road kerb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass, grassland, cultivated ground, etc. contiguous to the premises on which the work or any part of it is being executed, the contractor shall make good the same at his own cost.

Contractor shall repair/replace and restore the damaged structures/services in a time bound manner as required and as directed by the PMC/ Engineer in Charge Contractor shall not be given any benefit of hindrance caused in the execution of the work owing to such damaged structure/service and time taken in its restoration by the contractor.

17.2 During defect liability period

The contractor shall be responsible for all the defects and deficiencies in the work within the scope of this contract, during the defect liability period which shall be for 2 (Two Years after the date of Final completion of work (After receiving Occupancy Certificate) as recorded by the Engineer- in-Charge. The liability of contractor for defects and deficiencies may arise due to:

(a) Improper planning and design of the project.

(b) Works, Tools, Plant & Machinery, Materials or Workmanship not being in accordance with this contract.

(c) Improper upkeep & maintenance during construction of the work.

(d) Improper upkeep, operation and/or maintenance during defect liability period, if these are in the scope of this contract.

(e) Failure by the contractor to comply with any other obligation under this contract.

Such defects and deficiencies shall be made good by the contractor at his own cost after getting instructions/notice from the PMC/ Engineer in Charge within the time period specified in such instructions/notice.

However, contractor need not wait for instructions/notice from the SBI/PMC for rectification of defects in work which come to his notice and he should initiate action for needful rectification of defect on priority, under intimation to PMC/ Engineer in Charge, to avoid any untoward incident.

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17.3 Structural soundness

The contractor shall follow the good engineering practice for safety, serviceability and structural soundness of the building/ structure/road work etc. as covered in the scope of contract.

17.3.1 Structure design in the scope of contract

The contractor shall have obligation to rectify all defects in the structural elements or any other part of building/structure/road etc. due to design deficiency at his own cost for 10 (ten) years from the date of completion as recorded in the completion certificate by the PMC/ Engineer in Charge Such defects shall be made good by the contractor at his own cost after getting instructions/notice from the PMC/ Engineer in Charge within the time period specified in such instructions/notice and as per the methodology duly approved by the PMC/ Engineer in Charge.

17.3.2 Liability for execution

The contractor shall be fully liable for any deficiency in structural soundness of work owing to execution of the work under the scope of this contract. The contractor shall have obligation to rectify all defects in the structural elements owing to any deficiency in execution of work at his own cost for 10 (ten) years from the date of completion as recorded in the completion certificate by PMC/ Engineer in Charge Such defects shall be made good by the contractor at his own cost after getting instructions/notice from the PMC/ Engineer in Charge within the time period specified in such instructions/notice and as per methodology duly approved by the Engineer- in-Charge.

17.4 Methodology for rectification of defects

The design, methodology and quality of rectification of defects carried out by the contractor shall be as per sound engineering practice.

17.5 Contractor's failure to rectify defects as defined in the sub-clauses 17.1, 17.2,17.3 & 17.4.

In the event that the contractor fails to repair or rectify the defect or deficiency within the period specified by the State Bank of India (SBI) shall be entitled to get the same repaired, rectified or remedied at the contractor's cost and recover such amount from any dues like Initial Security Deposit, security deposits etc. available with the State Bank of India (SBI) may take action for debarment of contractor from tendering in the Bankby following due process. For inaction or failure to rectify the defects covered under sub clause 17.3 within specified time limit, the State Bank of India (SBI) may also initiate legal and/or other actions under other applicable laws in addition to other remedies available in the contract.

17.6 Release of security deposit

The total Security deposit will be kept with the Bank. 50% of the total Security deposit amount shall be refunded without interest to the contractor on issuance of virtual completion certificate bythe Architect/Bank and the Contractor's removal of his materials, equipment, labour force, temporary sheds, stores, site office etc. and on receipt of physical possession of the site by the Bank.

The remaining 50% of the total Security deposit may be refunded 15 days after the end of defects liability period (DLP), provided he has satisfactorily carried out all the works and attended to rectification of all defects in accordance with the conditions of the contract.

CLAUSE 18A RECOVERY OF COMPENSATION PAID TO WORKMEN

In every case in which by virtue of the provisions sub-section (1) of Section 12, of the Workmen's Compensation Act, 1923, SBI is obliged to pay compensation to a workman employed by the contractor, in execution of the works, SBI will recover from the contractor, the amount of the compensation so paid; and, without prejudice to the rights of the SBI under sub-section (2) of Section 12, of the said Act, SBI shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by SBI to the contractor whether under this contract or otherwise. SBI shall not be bound to contest any claim made against it under sub-section (1) of Section 12, of the said Act, except on the written request of the contractor and upon his giving to SBI full security for all costs for which SBI might become liable in consequence of contesting such claim.

CLAUSE 18B ENSURING PAYMENT AND AMENITIES TO WORKERS IF CONTRACTOR FAILS

If the contractor fails to pay the wages then in every case i by virtue of the provisions of theOccupational Safety, Health and Working Conditions Code, 2020. , the SBI is obliged to pay any amounts of wages to a workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act under the Rules framed by Government / SBI from time to time for the protection of health and sanitary arrangements for workers employed by Contractors. The SBI will recover from the contractor, the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the SBI , The SBI shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or of the said Act, from any sum due by SBI to the contractor whether under this contract or otherwise

CLAUSE 19 LABOUR LAWS TO BE COMPLIED BY THE CONTRACTOR

The contractor shall obtain a valid license under Occupational Safety, Health and Working Conditions Code, 2020 and other applicable labour code/act/rules.before the commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall also abide by the provisions of the Child and Adolescent Labour (Prohibition and Regulation) Act, 1986, amended by Amendment Act No. 35 of 2016 and thereafter time to time.

The contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996.

The contractor shall also comply with provisions of the New LaborCodes wherever applicable.

The contractor shall also comply with provisions of Sexual Harassment of Women at workplace (Prevention Prohibition and Redressal) Act, 2013 (POSH ACT) and amendment thereafter time to time.

Any failure to fulfill these requirements shall attract the penal provisions of this contract arising out of the resultant non-execution of the work.

CLAUSE 19 A

No labour below the age of Eighteen years shall be employed on the work. However Adolescent Persons can be employed on non-hazardous works/process.

CLAUSE 19 B PAYMENTS OF WAGES

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Payment of wages:

(i) The contractor shall pay to labour employed by him either directly or through sub- contractors, wages not less than minimum wages as defined in code on wages 2019 and other applicable rules /laws amended from time to time.

(ii) The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to bepaid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub- contractors in connection with the said work, as if the labour had been immediately employed by him.

(iii) In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the Central Public Works Department contractor's Labour Regulations/new labour codes made by Government from time to time in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions unauthorized made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the new labour codes i.e Code on Wages, 2019 , Code on Social Security, 2020, Occupational Safety, Health and Working Conditions Code, 2020,Industrial Relations Code, 2020. wherever applicable.

(iv) (a) The State Bank of India (SBI) concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.

(v) The contractor shall comply with the provisions of the new labour codes i.e Code on Wages, 2019 , Code on Social Security, 2020, Occupational Safety, Health and Working Conditions Code, 2020,Industrial Relations Code, 2020. and amendment from time to time and the modifications thereof or any other laws relating thereto, and the rules made there under from time to time.

(vi) The contractor shall indemnify and keep indemnified SBI against payments to be made under and for the observance of the laws aforesaid and new labour codes without prejudice to his right to claim indemnity from his sub-contractors.

(vii) The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

(viii) Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by the contractor to the workmen directly without the intervention of Jamadar/Supervisor and that Jamadar/Supervisor shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.

(ix) The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar/Supervisor from the wage of workmen.

CLAUSE 19 C

In respect of all labour directly or indirectly employed in the work for the performance of the contractor'spart of this contract, the contractor shall at his own expense arrange for the safety provisions as per CPWD Safety Code framed from time to time and

shall at his own expense provide for all facilities in connection therewith.

In case the contractor fails to make arrangement and provide necessary facilities as aforesaid, he shall be liable to pay a penalty as mention in Schedule "F" for each default and in addition, the SBI / PMC shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

CLAUSE 19 D

The contractor shall submit by the 4th and 19th of every month, to the SBI / PMC, a true statement showing in respect of the second half of the preceding month and the first half of the current month respectively: -

(1) the number of laborers employed by him on the work,

(2) their working hours,

(3) the wages paid to them,

(4) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them, and

(5) The number of female workers who have been allowed maternity benefit according to Clause 19F andthe amount paid to them.

Failing which the contractor shall be liable to pay to SBI a sum as mention in Schedule "F" for each default or materially incorrect statement. The decision of the SBI/ PMC shall be final in deducting from any bill due to the contractor; the amount levied as fine and shall be binding on the contractor. The same would be pass on to the Client.

CLAUSE 19 E

In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with all the rules framed by SBI from time to time for the protection of health and sanitary arrangements for workers employed by the SBI and its contractors.

1. Pay:

   (i) in the case of delivery - leave pay during maternity leave will be at the rate of the women's average daily earnings, calculated on total wages earned on the days when full time work was done during a period of three months immediately preceding the date on which she gives notice that she expects to be confined.

   (ii) in the case of miscarriage - leave pay at the rate of average daily earning calculated on the total wages earned on the days when full time work was done during a period of three months immediately preceding the date of such miscarriage.

2. Conditions for the grant of Maternity Leave:

   No maternity leave benefit shall be admissible to a woman unless she has been employed for a total period of not less than six months immediately preceding the date on which she proceeds on leave.

3. The contractor shall maintain a register of Maternity (Benefit) in the Prescribed Form as shown in Appendix -I and II, and the same shall be kept at the place of work.

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CLAUSE 19 G

In the event of the contractor(s) committing a default or breach of any of the provisions of the CPWD, Contractor's Labour Regulations and Section IV of GCC Rules for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filing any statement under the provisions of the above Regulations and' Rules which is materially incorrect, he/they shall, without prejudice to any other liability, pay to the SBI a sum as mention in Schedule "F" for every default, breach or furnishing, making, submitting, filing such materially incorrect statements and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to as mention in Schedule "F" per day for each day of default subject to a maximum of 5 per cent of the estimated cost of the work put to tender. The decision of the SBI shall be final and binding on the parties.

Should it appear to the SBI that the contractor(s) is/are not properly observing and complying with the provisions of the Contractor's Labour Regulations and Section IV of GCC Rules and the provisionsof CPWD the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (R& A) Central Rules 1971, for the protection of health and sanitary arrangements for work-people employed by the contractor(s) (hereinafter referred as "the said Rules") the PMC/ Engineer in Charge shall have power to give notice in writing to the contractor(s) requiring that the said Rules be complied with and the amenities prescribed therein be provided to the work-people within a reasonable time to be specified in the notice. If the contractor(s) shall fail within the period specified in the notice to comply with and/observe the said Rules and to provide the amenities to the work- people as aforesaid, the PMC/ Engineer in Charge shall have the power to provide the amenities hereinbefore mentioned at the cost of the contractor(s). The contractor(s) shall erect, make and maintainat his/their own expense and to approved standards all necessary huts and sanitary arrangements required for his/their work-people on the site in connection with the execution of the works, and if thesame shall not have been erected or constructed, according to approved standards, the PMC/ Engineerin Charge shall have power to give notice in writing to the contractor(s) requiring that the said huts and sanitary arrangements be remodeled and/or reconstructed according to approved standards, andif the contractor(s) shall fail to remodel or reconstruct such huts and sanitary arrangements according to approved standards within the period Specified in the notice, the PMC/ Engineer in Charge shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the contractor(s).

CLAUSE 19 H

The contractor(s) shall at his/their own cost provide his/their labour with a sufficient number of huts (hereinafter referred to as the camp) of the following specifications on a suitable plot of land to be approved by the PMC/ Engineer in Charge.

(i) (a) The minimum height of each hut at the eaves level shall be 2.10m (7 ft.) and the floor area to be provided will be at the rate of 2.7 sq. m. (30 sq. ft.) for each member of the worker's family staying with the labourer.

(b) The contractor(s) shall in addition construct suitable cooking places having a minimum area of 1.80m x 1.50m (6'x5') adjacent to the hut for each family.

(c) The contractor(s) shall also construct temporary latrines and urinals for the use of the labourers each on the scale of not less than four per each one hundred of the total strength, separate latrines and urinals being provided for women.

(d) The contractor(s) shall construct sufficient number of bathing and

washing places, one unit for every 25 persons residing in the camp. These bathing and washing places shall be suitably screened.

(ii) (a) All the huts shall have walls of sun-dried or burnt-bricks laid in mud mortar or other suitable local materials as may be approved by the PMC/ Engineer in Charge In case of sun-dried bricks, the walls should be plastered with mud gobri on both sides. The floor may be kutcha but plastered with mud gobri and shall be at least 15 cm (6") above the surrounding ground. The roofs shall be laid with thatch or any other materials as may be approved by the PMC/ Engineer in Charge and the contractor shall ensure that throughout the period of their occupation, the roofs remain water-tight.

(b) The contractor(s) shall provide each hut with proper ventilation.

(c) All doors, windows, and ventilators shall be provided with suitable leaves for security purposes.

(d) There shall be kept an open space of at least 7.2m (8 yards) between the rows of huts which may be reduced to 6m (20 ft.) according to the availability of site with the approval of the PMC/ Engineer in Charge back to back construction will be allowed.

(iii) Water Supply - The contractor(s) shall provide adequate supply of water for the use of labourers. The provisions shall not be less than two gallons of pure and wholesome water per head per day for drinking purposes and three gallons of clean water per head per day for bathing and washing purposes. Where piped water supply is available, supply shall be at stand posts and where the supply is from wells or river, tanks which may be of metal or masonry, shall be provided. The contractor(s) shall also at his/ their own cost make arrangements for laying pipe lines for water supply to his/ their labour camp from the existing mains wherever available, and shall pay all fees and Charges therefore.

(iv) The site selected for the camp shall be high ground, with removed from jungle clearances, if required. Disposal of Excreta - The contractor(s) shall make necessary arrangements for the disposal of excreta from the latrines by trenching or incineration which shall be according to the requirements laid down by the Local Health Authorities. If trenching or incineration is not allowed, the contractor(s) shall make arrangements for the removal of the excreta through the Municipal Committee/authority and inform it about the number of labourers employed so that arrangements may be made by such Committee/authority for the removal of the excreta. All Charges on this account shall be borne by the contractor and paid direct by him to the Municipality/authority. The contractor shall provide one sweeper for every eight seats in case of dry system.

(v) Drainage - The contractor(s) shall provide efficient arrangements for draining away sullage water so as to keep the camp neat and tidy.

(vi) The contractor(s) shall make necessary arrangements for keeping the camp area sufficiently lighted to avoid accidents to the workers.

(vii) Sanitation - The contractor(s) shall make arrangements for conservancy and sanitation in the labour camps according to the rules of the Local Public Health and Medical Authorities.

CLAUSE 19 I

The State Bank of India (SBI) may require the contractor to dismiss or remove from the site of the work any person or persons in the contractors' employ upon the work

who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements. The contractor shall issue identity cards to the labourers, whether temporary or permanent and he shall be responsible for any untoward action on the part of such labour.

CLAUSE 19 J

It shall be the responsibility of the contractor to see that the building under construction is not occupiedby unauthorized person(s) during construction and is handed over to the SBI with vacant possession of complete building. If such building though completed is occupied illegally, then the SBI shall have the option to refuse to accept the said building/buildings in that position. Any delay in acceptance on this account will be treated as the delay in completion and for such delay, a compensation shall be levied as per clause 2 of the agreement, by the SBI whose decision shall be final both with regard to the justification and quantum and be binding on the contractor.

However, the SBI, through a notice, may require the contractor to remove the illegal occupation any time on or before construction and delivery.

CLAUSE 19 K EMPLOYMENT OF SKILLED/SEMISKILLED WORKERS

The contractor shall, at all stages of work, deploy skilled/semi-skilled tradesmen who are qualified and possess certificate in particular trade from CPWD Training Institute/ Industrial Training Institute/National Institute of construction Management and Research (NICMAR)/ National Academy of Construction, CIDC, National Skill Development Corporation certified training institute or any similar reputed and recognized Institute managed/ certified by State/Central Government. The contractor shall submit number of man days required in respect of each trade, it's scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to The SBI for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from the SBI. Failure on the part of contractor to obtain approval of the SBI or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate specified in Schedule "F" per such tradesman per day. Decision of the SBI as to whether tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding.

CLAUSE 19 L CONTRIBUTION TO EPF and ESI

The ESI and EPF contributions, all other statutory payments including royalty etc on the part this Contract shall be paid by the Contractor, and nothing shall be reimbursed by the SBI. The verification of deployment of labour will be done through biometric attendance system or any other suitable method by the SBI. The applicable and eligible amount of EPF & ESI shall be reimbursed preferably within 7 days but not later than 30 days of submission of documentary proof of payment provided same are in order.

CLAUSE 19 M SEXUAL HARASSMENT OF WOMEN AT WORKPLACE

The contractor shall comply with all provision(s) and guideline(s) of Sexual Harassment of Women at Workplace (Prevention Prohibition and Redressal) Act, 2013 and amendment thereafter time to time or any other rules framed under any labour law affecting women worker(s).

CLAUSE 20 MINIMUM WAGES ACT TO BE COMPLIED WITH

The contractor shall comply with all the provisions of the all new labour codes and amendment made thereof from time to time rules framed thereunder and other labour laws

affecting contract labour that may be brought into force from time to time.

CLAUSE 21 WORK NOT TO BE SUBLET. ACTION IN CASE OF INSOLVENCY

The contract shall not assign or sublet without the written approval of the Engineer-in – Charge/Bank. And if the contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the contractor, or any of his servants or agent to any public officer or person in the employ of SBI in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the PMC/Engineer in Charge on behalf of the Client shall have power to adopt the course specified in Clause 3 hereof in the interest of SBI and in the event of such course being adopted, the consequences specified in the said Clause 3 shall ensue.

CLAUSE 22 QU ALITY ASSURANCE AND SUPERVISION FOR EXECUTION PART OF WORK

22.1 Quality of Materials and Workmanship

(i) The Contractor shall ensure that the Materials and workmanship are in accordance with the requirements specified in this Agreement, Specifications and Standards and Sound Engineering practice.

The work shall be of the specified quality and standard, both in respect of ingredients as well as the intended functions it is supposed to perform for service life.

(ii) The Contract warrants that all Materials shall be new, unused, not reconditioned, unless otherwise allowed as per contract or by the SBI/ PMC, and in conformity with Specification and Standards, Applicable Laws and Sound Engineering Practice, and that the Contractor shall not use any materials which are generally recognized as being deleterious under Sound Engineering Practice.

22.2 Quality Assurance System

The Contractor shall devise a quality assurance mechanism to ensure compliance with the provisions of this Agreement (the "Quality Assurance Plan" or "QAP").

(i) The Contractor shall, submit to the SBI/ PMC, its Quality Assurance Plan 15 (fifteen) Days in advance of start of the execution stage specified in the NIT. The SBI/ PMC shall convey its comments to the Contractor within a period of 7 (seven) days of receipt of the QAP stating the modifications, if any, required and the Contractor shall incorporate those in the QAP conforming with the provisions of this clause. The QAP shall include the following:

(a) Contractor's Organization & structure, duties and responsibilities of individual key personnel, quality policy of contractor, procedure for control of non- conformities and corrective action, inspections and documentation.

(b) Internal quality audit system.

(c) Machinery, Shuttering, other Tool & Plants, etc. required to be deployed at site.

(d) Method statement of important activities. These can be submitted

as per the sequencing of the activities of the work.

(e) Quality control mechanism including sampling and testing of Materials, test frequencies, standards, acceptance criteria, testing facilities, reporting, recording and interpretation of test results, approvals, Performa for testing and calibration in accordance with the Specifications and Standards and Sound Engineering Practice; and Material Lot size, number of required tests and frequency of testing for different construction materials.

All the relevant and applicable codes, specifications and standards, as well as the acceptance criteria for various items of work, workmanship, materials and process employed needs to be mentioned.

(f) Check-list for various items and materials.

(g) Formats for site documentation, monthly reports on implementation of QAP.

(ii) Sampling of materials

All samples of materials including Cement Concrete Cubes shall be taken by the QA engineers deployed by the Contractor and shall be witnessed by the PMC/ Engineer in Charge or his authorized representatives as specified in NIT. All the necessary assistance, facilities and safety shall be provided by the contractor. Cost of sample of materials and testing Charges shall be borne by the contractor and he/she is responsible for safe custody of samples to be tested at site.

(iii) Testing of Materials

The contractor shall establish temporary field laboratory of adequate size with all necessary facilities. Field laboratory shall be equipped with the testing equipment for conducting routinefield tests as per this contract. It will also have copies of standards, BIS codes, IRC codes, relevant publications.

All the tests in field lab setup at construction site shall be carried out by the QA Staff deployed by the contractor and shall be witnessed by the Engineer-in- Charge or his authorized subordinates as specified in NIT. The contractor shall provide all necessary facility to them for witnessing the tests in the field laboratory.

In general, contractor shall carry out 90% of field tests in site laboratory and 10% tests shallbe got carried out from outside laboratory as indicated below. Contractor shall endeavor to obtain test reports for tests conducted from outside laboratory in a reasonable time.

(iv) Maintenance of Register of Test -

- All the entries in the register of test are to be made by the designated QA Engineers of the contractor and same is to be regularly reviewed by the field officers as well as the PMC/ Engineer in Charge The contractor shall allow inspection of such records any time as desired by PMC/ Engineer in Charge or his authorized representative.
- All the tests carried out at construction site or outside laboratories are to be maintained by the contractor in the prescribed format in the test registers provided by the contractor and duly authenticated by Engineer-in- Charge. The test reports shall also be maintained in hard file.

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- Contractor is responsible for maintenance and safe custody of all the test registersand test records.
- Mandatory test conducted as per approved Performa shall be attached with each Running bill. Submission of copy of all test registers and material at site register along with each alternate Running Account Bill and with Final Bill is mandatory.

(v) **Maintenance of Material at Site (MAS) Register-**

MAS register of the key materials including Cement and Steel Registers shall be maintained in the Performa approved by PMC/ Engineer in Charge All the entries in the MAS registers are made by the designated staff of the contractor and same is regularly reviewed by the field officers as well as the PMC/ Engineer in Charge. Contractor is responsible for maintenance and safe custody of MAS registers.

(vi) The Contractor shall procure all relevant codes, publications, apparatus and instruments, fuel,consumables, water, electricity, labour, materials, samples and qualified personnel as are necessary for examining and testing the Works, Materials and workmanship in accordance with the Quality Assurance Plan.

(vii) All the cost of testing including cost of samples, packaging, transportation, testing Chargesof Construction, Materials and workmanship under this clause shall be borne by the contractor.

(viii) The contractor shall submit monthly quality progress report on implementation of the provisions of Quality Assurance Plan on the format approved by the PMC/ Engineer in Charge.

22.3 Samples

The Contractor shall, at its own expense and without delay, provide the samples of Materials andrelevant information like Manufacturer's test reports, standard samples of manufactured Materials and Samples of such other Materials as the PMC/ Engineer in Charge may require for review and approvals in accordance with Clause 10A of GCC before actual use.

22.4 Test

(i) For determining that the Works conform to the Specifications and Standards, the Engineer-in- Charge shall require the Contractor to carry out or cause to be carried out tests, at such time and frequency and in such manner as specified in this Agreement and in accordance with sound engineering practice for quality assurance. Frequency and the manner in which tests shall be conducted shall be in the following order of preference:

(a) Contract provisions.

(b) CPWD specifications.

(c) BIS codes.

(d) IRC codes.

(e) MoRTH Specifications.

(f) International Codes.

(g) Manufacturer's specifications.

Outside tests shall be conducted at Government labs /IITs/NITs and NABL certified laboratories approved by the PMC/ Engineer in Charge for testing of materials

(ii) The Contractor shall, with due diligence, carry out all the tests in

accordance with the Agreement and furnish the results thereof to the PMC/ Engineer in Charge The PMC/ Engineer in Charge or his authorized representative shall witness or participate during the testing as specified in NIT. The contractor shall provide all necessary assistance for witnessing/participating in the field tests.

(iii) In the event that results of any tests conducted under this clause establish any defects or deficiencies in the Works, the Contractor shall carry out remedial measures at its own cost and furnish a report to the PMC/ Engineer in Charge in this regard. The PMC/ Engineer in Charge shall require the Contractor to carry out or cause to be carried out tests to determine that such remedial measures have brought the works into compliance with the Specifications and standards and the procedure shall be repeated until such Works conform to the Specifications and Standards.

22.5 Method Statement

The 'Method statement' is a statement by which the construction procedures for important activities are stated, checked, and approved. The method statement shall be prepared for important activities as identified by the contractor as mentioned in QAP or any other activity as instructed by the SBI. The 'Method statement should have a description of the item with elaborate procedure in steps to implement the same, the specifications of the materials involved, equipment to be deployed, measures for ensuring safety, their testing and acceptance criteria, precautions to be taken, mode of measurement, etc. The Contractor shall, at least 15 (fifteen) days prior to the commencement of activities, submit to the SBI for review, the method statements proposed to be adopted for executing the various items of work. The SBI shall complete the review and convey its comments, if any, to the Contractor within a period of 07 (seven) days from the date of receipt of the proposed methodology from the Contractor.

22.6 Inspection & review by the PMC/ Engineer in Charge and External Audit.

The PMC/ Engineer in Charge, External Audit, department & his authorized subordinates, senior officers of SBI, QA unit or any other third party may inspect and review the progress and quality of the work and issue appropriate directions to the Contractor for taking remedial action in the event the work is not in accordance with the provisions of this Agreement. The work may be inspected at any time/stage by external inspection teams like CTE or TE, Third Party Quality assurance agency, SBI/Client team etc. may conduct inspection of the quality of the works. The findings of the inspections shall be notified to the Contractor for taking remedial action in accordance with the agreement. The Contractor shall provide all assistance as may be required by the inspection teams in the conduct of its inspection hereunder. Suitable actions shall be taken as per the provisions contained in the relevant clauses of the agreement, if the work is not found to be as per specifications or quality as specified in the agreement.

22.7 Inspection of records

The SBI/ PMC or his authorized representative shall have the right to inspect the records of the Contractor relating to the works.

22.8 Inspection of Works

(i) The SBI/ PMC and his authorized subordinates shall at all times.

(a) have full access to all parts of the site and to all places from which

natural materials are being obtained for use in the works; and

(b) during production, manufacture and construction at the site and at the place of production,

(c) be entitled to examine, inspect, measure and test the materials and workmanship and to check the progress of the manufacturer of Materials.

(ii) The Contractor shall give the SBI/ PMC and its authorized representative access, facilities and safety equipment for carrying out their obligations under this Agreement.

22.9 Examination of work before covering up/ Test Check of item of Work

In respect of the work which the SBI/ PMC or his authorized representatives are required to examine, inspect, measure or test before it is covered up or put out of view or any part of the work is placed thereon, the Contractor shall give notice to the PMC/ SBI whenever any such work is ready and before it is covered up. The PMC/ SBI shall then either carry out the examination, inspection or testing without unreasonable delay within 7 days, or promptly give notice to the Contractor that the PMC/ SBI does not require him to do so. Provided, however, that if any work is of a continuous nature where it is not possible or prudent to keep it uncovered or incomplete, the Contractor shall notify the schedule of carrying out such work to give sufficient opportunity, not being less than 3(three) business days' notice, to the PMC/ SBI to conduct its inspection, Measurement or test while the work is continuing. Provided further that in the event the Contractor receives no response from the PMC/ SBI within a period of 3 (three) business days from the date on which the Contractor's notice hereunder is delivered to the SBI/PMC, the Contractor shall be entitled to assume that the PMC/ SBI would not undertake the said inspections.

22.10 Rejection

(i) If, as a result of an examination, inspection, measurement or testing, any Plant, Materials, design or workmanship is found to be defective or otherwise not in accordance with the provisions of this Agreement, the PMC/ SBI may reject such piece of work, Plant, Materials, design or Workman ship by giving notice to the Contractor, with reasons. The Contractor shall then promptly make good the defect and ensure that the rejected item complies with the requirements of this Agreement.

(ii) If the PMC/ SBI requires a Piece of work, Plant, Material, design or workmanship to be retested, the tests shall be repeated on the same terms and conditions, as applicable in each case. If the rejection and retesting cause the department to incur any additional costs, such costs shall be recoverable by the PMC/ SBI from the Contractor and may be deducted by the PMC/ SBI from any amount due to be paid to the Contractor.

(iii) The Contractor shall not be entitled to any extension of time on account of rectifying any defect or retesting as specified in this clause.

(iv) Examination, inspection, measurement or testing of any Plant, Material, design or workmanship by the PMC/ SBI or its failure to convey its observations or to examine, inspect, measure or test shall neither relieve the Contractor of its obligations and liabilities under this Agreement in any manner nor shall the PMC/ SBI be liable for the same in any manner.

22.11 Remedial work

(i) Notwithstanding any previous test or certification, the PMC/ SBI may

instruct the Contractor to:

(a) remove from the site and replace any piece of work, plant or materials which are not in accordance with the provisions of this Agreement.

(b) remove and re-execute any work which is not in accordance with the provisions of this Agreement and the Specification and Standards; and

(c) execute any work which is urgently required for the safety of the Project, whether because of an accident, unforeseeable event or otherwise.

(ii) If the Contractor fails to comply with the instructions issued by the PMC/ SBI under the aforesaid para, within the time specified in the notice or as mutually agreed, the PMC/ SBI may get the work executed by another agency. The cost so incurred by the PMC/ SBI for undertaking such work shall, without prejudice to the rights of the PMC/ SBI to recover damages in accordance with the provisions of this Agreement, be recoverable from the Contractor and may be deducted by the PMC/ SBI from any amount due to be paid to the Contractor.

22.12 Quality Control Records

The Contractor shall hand over an authenticated copy of all its quality control records and documents to the PMC/ SBI before the Completion Certificate is issued.

22.13 Video recording

During the Construction Period, the Contractor shall provide to the PMC/ SBI for every calendar quarter, a video recording which will be compiled into a 15 (fifteen) minutes digital video covering the status and progress of work in that quarter. Video recording should show different activities, stage of work, quality assurance activities etc. including animation, graphs, digital maps, commentary, subtitles, etc. with online rights to Bank/PMC. The video recording shall be provided to the PMC/ Engineer in Charge no later than 15 (fifteen) days after the close of each quarter to be reckoned from next full month of date of start of work.

The contractor shall install GoPro (latest model) or equivalent high-resolution cameras at fixed, strategic locations across the construction site to record progress through static- position time-lapse imagery. Cameras shall remain fixed without angle adjustments to maintain consistency in visual documentation. A minimum of 60–70 high-quality images shall be captured at defined construction stages, providing a comprehensive visual record from foundation to completion for monitoring, verification, and reporting purposes.

22.14 Suspension of unsafe Construction Works

Upon recommendation of the PMC/ SBI to this effect, or on his own volition in cases of emergency or urgency, the PMC/ SBI may by notice require the Contractor to suspend forthwith the whole or any part of the Works if, in the reasonable opinion of PMC/ SBI, as the case maybe, such work threatens the safety of the Users and or other persons on or about the Project. Provided, however, that in case of an emergency, the PMC/ SBI may suomoto issue the notice referred to hereinabove.

(i) The Contractor shall, pursuant to the notice under above para, suspend the Works or any part thereof for such time and in such manner as may be specified by the PMC/ SBI and thereupon carry out remedial measures to secure the safety of suspended works, the Users, other persons and vehicles

on or about the Project. The Contractor by notice requires the Engineer-in-Charge to inspect such remedial measures forthwith and request for revocation of suspension. Upon reviewing the remedial measures, the PMC/ SBI shall either revoke such suspension or instruct the Contractor to carry out such other and further remedial measures as may be necessary and reasonable, and the procedure set forth in this Clause shall be repeated until the suspension hereunder is revoked.

(ii) Subject to other provisions of the agreement, all reasonable cost incurred for maintaining and protecting the Works or part thereof during the period of suspension (the "Preservation Costs") shall be borne by the contractor, if in the opinion of PMC/ SBI suspension is on account of reasons attributable to the contractor.

(iii) If suspension of Work is for reasons not attributable to the Contractor, the PMC/ SBI shall determine any Time Extension, if required, in accordance with the provisions of clause-5.

22.15 Online maintenance of Site records including testing records.

The PMC/ SBI may require the contractor to upload all the site records in any online system devised by him. The contractor shall have to ensure that all the required site records, as desired by the PMC/SBI, be uploaded in this online system. Nothing extra on this account shall be payable to the contractor. In case these records are to be maintained in any online module, then the contractor shall comply with this.

CLAUSE 23 CHANGES IN FIRM'S CONSTITUTION TO BE INTIMATED

Where the contractor is a partnership firm/company/LLP, the prior approval in writing of the Engineer- in- Charge shall be obtained before any change is made in the constitution of the firm/company/LLP. Where the contractor is an individual or a Hindu undivided family business concern, such approval asaforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of clause 21 hereof and the same action may be taken, and the same consequences shall ensue as provided in the said clause 21.

CLAUSE 24 LIFE CYCLE COST- Not applicable Deleted vide OM No. DG/CON/329 dated 03.06.2022

CLAUSE 25 SETTLEMENTS OF DISPUTES BY CONCILIATION & ARBITRATION

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions hereinbefore mentioned and as to the quality of workmanship or materials used in 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 otherwise concerning the works 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.

25.1 Conciliation: If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawing, record or decision given in writing by the Project Architect cum PMC / Bank; or if the Project Architect cum PMC / Bank considers any act or decision of the contractor on any matter in connection with or arising out of the contract or carrying out of the work to be unacceptable and disputed; such party may promptly refer such disputes and amount claimed for each dispute to the Conciliator (DGM & Circle Development Officer (CDO) under intimation to the other party. The Conciliator may then request each party to submit to him a brief written statement describing the disputes and the points at issue. Each party shall send a copy of such statement to the other party. At any stage of the conciliation proceedings, the Conciliator may request a party to submit to him such additional information as he deems appropriate. When it appears to the Conciliator that there exist elements of a settlement which may be acceptable to the parties, he shall formulate the terms of a possible settlement and submit them to the parties for their observations.

After receiving the observations of the parties, he may re-formulate the terms of a possible settlement in the light of such observations. If the parties reach agreement on a settlement of the disputes, they may draw up and sign a written settlement agreement on non-judicial stamp paper as per Stamp Act. The Conciliator shall authenticate the settlement agreement and furnish a copy thereof to each party. The termination of conciliation proceedings shall be in accordance with Section 76 of The Arbitration and Conciliation Act, 1996. No party shall be represented before the said Conciliator by an advocate or legal counsel. The conciliation proceedings shall be completed within 45 days from the receipt of reference. This time may be extended by 15 days by the Conciliator. The conciliation proceedings shall be deemed to have been terminated at the end of 60 days from the receipt of reference.

25.2 Arbitration (Institutional Arbitration through ICA):

Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Domestic Commercial Arbitration of the Indian Council of Arbitration (ICA) and the award made in pursuance thereof shall be binding on all the parties.

25.2.1 Applicable Law: The provisions of the Arbitration and Conciliation Act, 1996 (Act 26 of 1996) and any further statutory modification or re-enactment thereof shall be applicable. The proceeding before the Arbitral Tribunal shall be governed by applicable laws in India.

25.2.2 Fee payable to Arbitrator(s): The fee payable to the arbitral tribunal shall be as per Rule 31 of Rules of Domestic Commercial Arbitration of the ICA. The expenses payable to the arbitrator or Arbitration Tribunal and to the ICA appointed by the ICA will be borne and paid by both/ all the parties in equal proportion or in such other manner as may be determined by the Arbitral Tribunal.

Place of Arbitration: The place of arbitration will be Pune only.

- **Applicable Laws:** The contract shall be governed in accordance with the law prevailing in India, Act, Rules, Amendments and orders made thereon from time to time.

- **Jurisdiction:** All the suits arising out of the contract shall be instituted in the court of competent jurisdiction situated in Pune only and not elsewhere.

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- **Saving clause:** No suits, prosecution or any legal proceedings shall lie against the **State Bank of India, Pune** or any person for anything that is done in good faith or intended to be done in pursuance of tender/RFP.

CLAUSE 26 CONTRACTORS(S) TO INDEMNIFY AGAINST PATENT RIGHTS

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 claims made or action brought against SBI in respect of any such matters as aforesaid, the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expense, 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 State Bank of India (SBI) in Charge in this behalf.

CLAUSE 27 WITHHOLDING AND LIEN IN RESPECT OF SUM DUE FROM CONTRACTOR

(i) Whenever any claim or claims for payment of a sum of money arises out of or under the contract or against the contractor, the PMC/ Engineer in Charge or the SBI shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the contractor and for the purpose aforesaid, the Engineer- in-Charge or the SBI shall be entitled to withhold the security deposit, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the PMC/ Engineer in Charge or the SBI shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract with the PMC/ Engineer in Charge of the SBI or any contracting person through the Engineer- in-Charge pending finalization of adjudication of any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the PMC/ Engineer in Charge or SBI will be kept withheld or retained assuch by the PMC/ Engineer in Charge or SBI till the claim arising out of or under the contract is determined by the arbitrator (if the contract is governed by the arbitration clause) by the competentcourt, as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor.

For the purpose of this clause, where the contractor is a partnership firm or a limited company, the PMC/ Engineer in Charge or the SBI shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his individual capacity or otherwise.

(ii) SBI shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract, etc., to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any

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work done by the contractor under the contract or any work claimed to have been done by him under the contract and found not to have been executed,the contractor shall be liable to refund the amount of over-payment and it shall be lawful for SBI to recover the same from him in the manner prescribed in sub-clause (i) of this clause or in any other manner legally permissible; and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by SBI to the contractor, without any interest thereon whatsoever.

Provided that the SBI shall not be entitled to recover any sum overpaid, nor the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the Engineer- in- Charge on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the SBI/ PMC.

CLAUSE 28 LIEN IN RESPECT OF CLAIMS IN OTHER CONTRACTS

Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the SBI/ PMC any other contracting person or persons through the SBI/ PMC against any claim of the SBI/ PMC or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the SBI/ PMC or with such other person or persons.

It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the SBI/ PMC will be kept withheld or retained as such by the SBI/ PMC or till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitration clause or by the competent court, as the case may be and that the contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.

CLAUSE 29 EMPLOYMENT OF COAL MINING OR CONTROLLED AREA LABOUR NOT PERMISSIBLE

The contractor shall not employ coal mining or controlled area labour falling under any category whatsoever on or in connection with the work or recruit labour from area within a radius of 32 km (20 miles) of the controlled area. Subject as above the contractor shall employ imported labour only i.e., deposit imported labour or labour imported by contractors from area, from which import is permitted.

Where ceiling price for imported labour has been fixed by State or Regional Labour Committees not more than that ceiling price shall be paid to the labour by the contractor.

The contractor shall immediately remove any laborer who may be pointed out by the SBI/ PMC as being a coal mining or controlled area laborer. Failure to do so shall render the contractor liable to pay to Government a sum calculated at the rate of Rs.100/- per day per laborer. The certificate of the SBI/ PMC about the number of coal mining or controlled area laborer and the number of days for which they worked shall be final and binding upon all parties to this contract.

It is declared and agreed between the parties that the aforesaid stipulation in this clause is one in which the public are interested within the meaning of the exception in Section 74 of Indian Contract Act, 1872.

Explanation: - Controlled Area means the following areas:

Districts of Dhanbad, Hazaribagh, Jamtara - a Sub-Division under Santhal Pargana Commissioner, Districts of Bankuara, Birbhum, Burdwan, District of Bilaspur.

Any other area which may be declared a Controlled Area by or with the approval of the Central Government.

CLAUSE 30 CLEAN DRINKING WATER FOR WORKS

The contractor(s) shall make his/their own arrangements for Clean drinking water required for the workings and water for work and nothing extra will be paid for the same. This will be subject to the following conditions.

(i) That the water used by the contractor(s) shall be fit for construction purposes to the satisfaction of the SBI/ PMC as per BIS standards

(ii) The SBI/ PMC shall make alternative arrangements for supply of water at the risk and cost of contractor(s) if the arrangements made by the contractor(s) for procurement of water are in the opinion of the SBI/ PMC, unsatisfactory.

CLAUSE 31 ALTERNATE WATER ARRANGEMENTS

The contractor shall be allowed to construct temporary storage tanks in State Bank of India land for storing water for construction purposes only after he has got permission of the SBI in writing. No Charges shall be recovered from the contractor on this account, but the contractor shall be required to provide necessary safety arrangements to avoid any accidents or damage to adjacent buildings, roads and service lines. He shall be responsible for any accidents or damage caused due to construction and subsequent maintenance of the storage tanks and shall restore the ground to its original condition after the temporary structures are dismantled on completion of the work.

CLAUSE 32 EMPLOYMENT OF TECHNICAL STAFF AND EMPLOYEES

Contractors Superintendence, Supervision, Technical Staff & Employees

(i) The contractor shall provide all necessary superintendence during execution of the work and all along thereafter as may be necessary for proper fulfilling of the obligations under the contract.

As per tendered amount (worked out on the basis of quoted rate of individual items) and before commencement of the work, intimate in writing to the SBI/ PMC, the name(s), qualifications, experience, age, address(s) and other particulars along with certificates, of the principal technical representative to be in Charge of the work and other technical representative(s) who will be supervising the work. Minimum requirement of such technical representative(s) and their qualifications and experience shall not be lower than specified in Schedule 'F'. Even of the contractor (or partner(s) in case of firm/ company) is himself / herself an Engineers, it is necessary on the part of the contractor to employ principal technical representative / technical representative (s) as per stipulation in Schedule 'F'.

The State Bank of India (SBI)/ PMC shall within 3 days of receipt of such communication intimate in writing his approval or otherwise of such a representative(s) to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal, the contractor shall appoint another such representative(s) according to the provisions of this clause. Decision of the tender accepting authority shall be final and binding on the contractor in this respect. Such a principal technical representative and other technical

representative(s) shall be appointed by the contractor soon after receipt of the approval from the SBI/ PMC and shall be available at site before start of work.

All the provisions applicable to the principal technical representative under the Clause will also be applicable to other technical representative(s) The principal technical representative and other technical representative(s) shall be present at the site of work for supervision at all times when any construction activity is in progress and also present himself/themselves, as required, to the SBI/ PMC and/or his designated representative to take instructions. Instructions given to the principal technical representative or other technical representative(s) shall be deemed to have the same force as if these have been given to the contractor. The principal technical representative and other technical representative(s) shall be actually available at site fully during all stages of execution of work, during recording/checking/test checking of measurements of works and whenever so required by the SBI/ PMC and shall also note down instructions conveyed by the SBI/ PMC or his designated representative(s) in the site order book and shall affix his/their signature in token of noting down the instructions and in token of acceptance of measurements/checked measurements/ test checked measurements. The representative(s) shall not look after any other work. Substitutes, duly approved by PMC/ Engineer in Charge of the work in similar manner as aforesaid shall be provided in event of absence of any of the representative(s) by more than two days.

If the SBI/ PMC, whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative(s) is/are effectively appointed or is/are effectively attending or fulfilling the provision of this clause, a recovery (non-refundable) shall be effected from the contractor as specified in Schedule 'F' and the decision of The State Bank of India (SBI)/ PMC as recorded in the site order book and measurement recorded checked/test checked in Measurement Books shall be final and binding on the contractor. Further if the contractor fails to appoint suitable technical Principal technical representative and/or other technical representative(s) and if such appointed persons are not effectively present or are absent by more than two days without duly approved substitute or do not discharge their responsibilities satisfactorily, the SBI/ PMC shall have full powers to suspend the execution of the work until such date as suitable other technical representative(s) is/are appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative(s) (in the form of copy of Form-16 or CPF deduction issued to the Engineers employed by him) along with every on account bill/ final bill and shall produce evidence if at any time so required by the SBI/ PMC.

(ii) The contractor shall provide and employ on the site only such technical assistants as are skilled and experienced in their respective fields and such foremen and supervisory staff as are competent to give proper supervision to the work.

The contractor shall provide and employ skilled, semiskilled and unskilled labour as is necessary for proper and timely execution of the work.

The SBI/ PMC shall be at liberty to object to and require the contractor to remove from the works any person who in his opinion misconducts himself, or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the SBI/ PMC to be undesirable. Such person shall not be employed again at works site without the written permission of the SBI/ PMC and the persons so removed shall be replaced as soon as possible by competent substitutes.

For works with estimated cost more than Rs.10 Crores and stipulated time period more than 6 months, the contractor shall ensure that at least one deployed technical representative shall be trained in courses related to CPWD specifications, labor laws, safety rules etc. of duration not less than 5 working days either through National CPWD Academy (NCA) or National Institute of Construction Management and Research (NICMAR) or CIDC or any other similar reputed and recognized Institute managed or certified by State/Central Government. The training cost and other cost related to training shall be borne by the contractor. The contractor shall ensure that at least one technical representative is trained within six months of start of work. The time period of six months can be relaxed by the SBI/ PMC depending upon the frequency of training course organized by NCA.

If the contractor fails to ensure that at least one technical representative is trained in the above-mentioned course till completion of work or one year from start of work, whichever is earlier, then a non-refundable recovery of Rs. 50,000/- shall be made from the bill of the contractor. Decision of SBI/ PMC in this regard shall be final and binding on the contractor.

(iv) Building Information Model (BIM) professional shall be deployed by the contractor for the work wherever BIM is applicable. The BIM professional shall be available exclusively for this work from stipulated date of start and till actual date of completion of project. The recovery shall be made from bill of contractor in case of non-deployment of BIM Professional as mentioned in Schedule 'F' of NIT without giving any notice in writing. The decision of the SBI/ PMC in this respect shall be final and binding on the contractor.

CLAUSE 33 LEVY/TAXES PAYABLE BY CONTRACTOR

i. Building and other Construction Workers Welfare Cess or any other tax, levy or Cess in respect of input for or output by this contract shall be payable by the contractor and SBI shall not entertain any claim whatsoever in this respect except as provided under clause 34.

ii. The contractor shall deposit royalty and obtain necessary permit for supply of the red bajri, stone, kankar, etc. from local authorities.

iii. If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the Government of India and does not any time become payable by the contractor to the State Government, Local authorities in respect of any material used by the contractor in the works, then in such a case, it shall be lawful to the Government of India and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor.

CLAUSE 34 CONDITIONS FOR REIMBURSEMENT OF LEVY/TAXES IF LEVIED AFTER RECEIPT OF TENDERS

(i) All tendered rates shall be inclusive of any tax, levy or cess applicable on last stipulated date of receipt of tender including extension if any. No adjustment i.e. increases or decrease shall be made for any variation in the rate of Building and Other Construction Workers Welfare Cess or any tax, levy or cess applicable on inputs. GST will be Paid Extra as per the actuals.

However, effect of variation in rates of Building and Other Construction Workers Welfare Cess or imposition or repeal of any other tax, levy or cess applicable on output of the works contract shall be adjusted on either side, increase

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or decrease.

Provided further that for Building and Other Construction Workers Welfare Cess or any tax, levy or cess varied or imposed after the last date of receipt of tender including extension if any, any increase shall be reimbursed to the contractor only if the contractor necessarily and properly pays such increased amount of taxes/levies / cess.

Provided further that such increase taxes/levies / cess. shall not be made in the extended period of contract for which the contractor alone is responsible for delay as determined by authority for extension of time under Clause 5 in Schedule F.

(ii) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by the PMC/ Engineer in Charge and shall also furnish such other information document as the PMC/ Engineer in Charge may require from time to time.

(iii) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy or cess, give a written notice thereof to the PMC/ Engineer in Charge that the same is given pursuant to this condition, together with all necessary information relating thereto.

CLAUSE 35 TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR

Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the SBI/ PMC on behalf of the SBI shall have the option of terminating the contract without compensation to the contractor.

CLAUSE 36 IF RELATIVE WORKING IN OFFICE OF CLIENT/DEPARTMENT THEN THE CONTRACTOR NOT ALLOWED TO TENDER

The contractor shall not be permitted to tender for works in the SBI in which his near relative is posted. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any staff in SBI. Any breach of this condition by the contractor would render him liable to be debarred from tendering by the SBI in future for any breach of this condition.

NOTE: By the term “near relatives” is meant wife, husband, parents and grandparents, children and grandchildren, brothers and sisters, uncles, aunts and cousins and their corresponding in-laws.

CLAUSE 37 NO GAZETTED ENGINEER TO WORK AS CONTRACTOR WITHIN ONE YEAR OF RETIREMENT

No person employed in engineering or administrative duties in SBI shall work as a contractor or employee of a contractor for a period of one year after his/her retirement from service without the previous permission of SBI in writing. 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 SBI as aforesaid, before submission of the tender or engagement in the contractor’s service, as the case may be.

CLAUSE 38 THEORETICAL CONSUMPTION OF MATERIALS

(i) After completion of the work and also at any intermediate stage in the event of Non reconciliation of materials procured, theoretical quantity of materials used in the

work shall be calculated on the basis and method given hereunder: -

(a) Quantity of cement & bitumen shall be calculated on the basis of quantity of cement & bitumen required for different items of work as shown in the Schedule of Rates mentioned in Schedule 'F'. In case any item is executed for which standard constants for the consumption of cement or bitumen are not available in the above-mentioned schedule/statement or cannot be derived from the same shall be calculated on the basis of standard formula to be laid down by the PMC/ Engineer in Charge.

(b) Theoretical quantity of steel reinforcement or structural steel sections shall be taken as the quantity required as per design or as authorized by PMC/ Engineer in Charge, including authorized lap pages, chairs etc. plus 3% wastage due to cutting into pieces, such theoretical quantity being determined and compared with the actual procurement each diameter wise, section wise and category wise separately.

(c) Theoretical quantity of G.I. & C.I. or other pipes, conduits, wires and cables, pig lead and G.I./M.S. sheets shall be taken as quantity actually required and measured plus 5% for wastage due to cutting into pieces (except in the case of G.I./M.S. sheets it shall be 10%), such determination & comparison being made diameter wise & category wise.

(d) For any other material as per actual requirements. Over the theoretical quantities of materials so computed a variation shall be allowed as specified in Schedule 'F'. For non-scheduled items, the decision of the SBI/ PMC regarding theoretical quantities of materials which should have been actually used, shall be final and binding on the contractor.

(ii) The said action under this clause is without prejudice to the right of the SBI to take action against the contractor under any other conditions of contract for not doing the work according to the prescribed specifications.

CLAUSE 39 COMPENSATION DURING WAR LIKE SITUATIONS

The work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith shall be at the risk of the contractor until the work has been delivered to the State Bank of India (SBI) and a certificate from him to that effect obtained. In the event of the work or any materials properly brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or warlike operation, the contractor shall when ordered (in writing) by the SBI/ PMC to remove any debris from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damaged work and shall be paid at the contract rates in accordance with the provision of this agreement for the work of clearing the site of debris, stacking or removal of serviceable material and for reconstruction of all works ordered by the SBI/ PMC, such payments being in addition to compensation up to the value of the work originally executed before being damaged or destroyed and not paid for. In case of works damaged or destroyed but not already measured and paid for, the compensation shall be assessed by the SBI/ PMC up to Rs. 2,00,000/- and by the next higher officer concerned for a higher amount. The contractor shall be paid for the damages/destruction suffered and for restoring the material at the rate based on analysis of rates tendered for in accordance with the provision of the contract. The certificate of the SBI/ PMC regarding the quality and quantity of materials and the purpose for which they were collected shall be final and binding on all parties to this contract.

Provided always that no compensation shall be payable for any loss in consequence

of hostilitiesor warlike operations (a) unless the contractor had taken all such precautions against air raid as are deemed necessary by the A.R.P(Air Raid Precaution) Officers or the SBI/ PMC (b) for any material etc. not on the site of the work or for any tools, plant, machinery, scaffolding, temporary building and other things not intended for the work.

In the event of the contractor having to carry out reconstruction as aforesaid, he shall be allowed such extension of time for its completion as is considered reasonable by the SBI/ PMC.

CLAUSE 40 APPRENTICES ACT PROVISIONS TO BE COMPLIED WITH

The contractor shall comply with the provisions of the Apprentices Act, 1961 and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the SBI may, in his discretion, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

CLAUSE 41 RELEASE OF SECURITY DEPOSIT AFTER LABOUR CLEARANCE

The Security Deposit of the work shall be refunded if no labour complaint has been received from the labour officer till the due date of its payment. If a labour complaint is received during this period,the PMC/SBI shall, after issue of notice in this regard to the contractor, deduct the amount required to settle the complaint from his security deposit and refund the balance amount.
In case, if part completion certificate of work is recorded then security deposit shall be released only after recording final completion certificate of the work and after completion of defect liability period whichever is later or specified otherwise in the contract.

Note: - In case of any discrepancies between Hindi and English version, English version shall prevail.

CLAUSE 42: - INSURANCE

42.1 Without limiting the Contractor's obligations and responsibilities stated elsewhere in the Contract, the Contractor shall at his own cost arrange, secure and maintain insurance in the name of the SBI and the contractor with an insurance company selected by the contractor and acceptable to the SBI, in such a manner that the SBI and the contractor are covered for all time during the period of contract i.e. the time period allowed for completion of work, extended period and the defect liability period. The insurance shall be affected in accordance with terms approved by the SBI and the contractor shall submit the insurance policies to the SBI/ PMC within one week of signing of the agreement along with proof of payment. The required insurance shall be submitted by the EPC Contractor prior to commencement of work. The GST applicable on the insurance premium shall be borne by the EPC Contractor. The contractor shall timely pay and submit the proof of payment of premiums for extensions of policies, if any. The insurance shall cover the following: -

a) Contractor's All Risks Insurance

The contractor shall insure the work for a sum equivalent to the Contract value together with materials and Plant for incorporation therein, to the full replacement cost and it being understood that such insurance shall provide for compensation to be payable to rectify the loss or damage incurred, and, an

additional sum of 15 (%) per-cent of such replacement cost to cover any additional costs of and incidental to the rectification of loss or damage including professional fees and the cost of demolishing and removing any part of the Works and of removing debris of whatsoever nature, and it being understood that such insurance shall provide for compensation to be payable to rectify the loss or damage incurred or such additional sums as specified and the interests of the SBI against ALL RISKS claims, proceedings, loss or damages, costs, Charge s and expenses from whatsoever cause arising out of or in consequence of the execution and maintenance of the work for which the contractor is responsible under the contract.

b) Workman Compensation & Employers Liability Insurance.

This insurance shall be affected for all the contractor's employees engaged in the performance of the contract.

The SBI shall not be liable in respect of any damages or compensation payable at law in respect of or in consequence of any accident or injury to any workman or any other person in the employment of the contractor and the contractor shall indemnify and keep indemnified the SBI against all such damages and compensation and against all claims, demands, proceedings, costs, Charges and expenses, whatsoever in respect or in relation thereof.

c) Third Party Insurance.

The contractor shall be responsible for making good to the satisfaction of the SBI/ PMC any loss or any damage to all structures and properties belonging to the SBI or being executed or procured or being procured by the SBI or of the other agencies within the premises of all work of the SBI if such loss or damage is due to fault and or the negligence or will full acts or omissions and commissions of the contractor, his employees, agents, representatives.

The contractor shall take sufficient care in moving his plants, equipment and materials from one place to another so that they do not cause any damage to any person or to the property of the SBI or any third party including overhead and underground cables and in the event of any damage resulting to the property of the SBI or to a third party during the movement of the aforesaid plant, equipment or materials, the cost of such damages including eventual loss of production, operation or services in any plant or establishment as estimated by the SBI or ascertained or demanded by the third party, shall be borne by the contractor.

Before commencing the execution of the work, the contractor, shall insure and indemnify and keep the SBI harmless of all claims, against the contractor's liability for any materials or physical damage, loss or injury which may occur to any property, including that of the SBI or to any person including any employee of SBI, or arising out of the execution of the work or in the carrying out of the contract, otherwise than due to the matters referred to in the provision to (a) above. Such insurance shall be affected for an amount sufficient to cover such risks. The terms shall include a provision whereby, in the event of any claim in respect of which the contractor, would be entitled to receive indemnify under the policy being brought or made against. the SBI, the insurer will fully indemnify SBI against such claims and any costs, Charges and expenses in respect thereof.

d) The Contractor shall also at times indemnify the SBI against all claims, damages or compensation under the provisions of new labour codes i.e Code on Wages, 2019 , Code on Social Security, 2020, Occupational Safety, Health and Working Conditions Code, 2020,Industrial Relations Code, 2020. , or any modification thereof

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or any other law relating thereof and rules made there under from time to time.

e) The Contractor shall also at his own cost carry and maintain any and all other insurance(s) which he may be required for the Contractor's Equipment and other things brought onto the Site by the Contractor, for a sum sufficient to provide for their replacement at the Site

f) The Contractor shall also at his own cost carry and maintain any and all other insurance(s) which he may be required to take out under any law or regulation from time to time. He shall also carry and maintain any other insurance, which may be required by the SBI/ PMC.

g) **Cross liabilities:** -The insurance policy shall include a cross-liability clause such that the insurance shall apply to the contractor and to the SBI as separate insured.

42.1.1 The Contractor shall prove to the SBI/ PMC from time to time he has taken out all the insurance policies referred to above and has paid the necessary premiums for keeping the policies alive till expiry of the Defects Liability Period.

42.2 Evidence and Terms of Insurance

The Contractor shall provide evidence to the as soon as practicable after the respective insurance have been taken out but, in any case, prior to the start of work at the Site that insurance required under the Contract have been affected and shall, within 30 days of the Commencement Date, provide the insurance policies to the SBI. When providing such evidence and such policies to the SBI, the Contractor shall notify to the SBI/ PMC also. Such insurance policies shall be consistent with the general terms agreed prior to the issue of the Letter of Acceptance. The Contractor shall effect all insurance for which he is responsible with insurers and in terms approved by the SBI/ PMC.

42.3 Adequacy and cancellation of Insurance

a) The Contractor shall notify the insurers of changes in the nature, extent or programme for the execution of the Works and ensure the continuity and adequacy of the insurance at all times in accordance with the terms of the Contract and shall, when required, produce to the SBI the insurance policies in force and the receipts for payment of the current premiums.

b) The aforesaid insurance policies shall provide that they shall not be cancelled till the SBI has agreed for cancellation.

42.4 Remedy on the contractor's failure to insure

If the contractor shall fail to effect and keep in force the insurance referred to above or any other insurance which he/they may be required to effect under the terms of the contract then and in any such case SBI/ PMC may without being bound to, 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/ PMC from any moneys due or which may become due to the contractor or recover the same as a debt due from the contractor.

42.5 Compliance with Policy Conditions

In the event that the Contractor fails to comply with conditions imposed by the insurance policies effected pursuant to the Contract, the Contractor indemnify the SBI against all losses andclaims arising from such failure.

NOTE: For all norms and statutory approvals, the contractor shall cross-verify requirements with local laws & regulations, and applicable statutory provisions to ensure full compliance with both local and national regulations.

SECTION-3 S A F E T Y CODE

1. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra Mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and handhold shall be provided on the ladder and the ladder shall be given an inclination not steeper than ¼ to 1 (1/4 horizontal and 1 vertical).
2. Scaffolding of staging more than 3.6 m (12 ft.) above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm (3 ft.) 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 opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
3. Working Platforms, 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
   3.6 m (12 ft.) above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (2) above.
4. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90 cm (3 ft.).
5. 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 (30 ft.) in length while the width between side rails in rung ladder shall in no case be less than 29 cm. (11 ½") for ladder up to and including 3 meter (10 ft.) in length. For longer ladders this width should be increased at least
   ¼" for each additional 30 cm. (1 foot) of length. Uniform step spacing of not more than 30 cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall 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 any damages and cost which may be awarded in any such suit, action or proceedings to any such person or which may, with the consent of the contractor, be paid to compensate any claim by any such person.
6. (a) Excavation and trenching- All trenches 1.2 m (4 ft.,) or more in depth, shall at all times be supplied with at least one ladder for each 30 meter (100 ft.) in length or fraction thereof. The ladder shall extend from bottom of the trench to at least 90 cm (3 ft.) above the surface of the ground. The sides of the trenches, which are 1.5 m (5 ft.) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated material shall not be placed within 1.5 m (5 ft.) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances shall undermining or undercutting be done.

   (b) Safety Measures for digging bore holes: -

   (i) If the bore well is successful, it should be safely capped to avoid caving and collapse of the bore well. The failed and the abandoned ones should be completely refilled to avoid caving and collapse;

   (ii) During drilling, sign boards should be erected near the site with the address of the drilling contractor and the Engineer in-Charge of the work;

(iii) Suitable fencing should be erected around the well during the drilling and after the installation of the rig on the point of drilling, flags shall be put 50m all-round the point of drilling to avoid entry of people;

(iv) After drilling the bore well, a cement platform (0.50m x 0.50m to 1.20m) 0.60m above ground level and 0.60m below ground level should be constructed around the well casing;

(v) After the completion of the bore well, the contractor should cap the bore well properly by welding steel plates, cover the bore well with the drilled wet soil, and fix thorny shrubs over the soil. This should be done even while repairing the pump;

(vi) After the bore well is drilled, the entire site should be brought to ground level.

7. Demolition. - Before any demolition work is commenced and during the progress of the work,

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

ii) No electric cable or apparatus which is liable to be a source of danger, or a cable or apparatus used by the operator shall remain electrically Charged.

iii) All practical steps shall be taken to prevent danger to employed persons from the risk of fire or explosion, or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.

8. All necessary personal safety equipment as considered adequate by the PMC/ Engineer in Charge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned. The following safety equipment shall be provided.

i) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.

ii) Those engaged in whitewashing and mixing or stacking cement bags or any material which is injurious to the eyes, shall be provided protective goggles.

iii) Those engaged in welding works shall be provided with welder protective eye shields.

iv) Stonebreakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.

v) When workers are employed in sewers and manholes, which are in active use, the contractors shall ensure that the manhole covers are opened and ventilated at least for an hour before the workers are allowed to get into manholes and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public. In addition, the contractor shall ensure that the following safety measures are adhered to: -

(a) Entry for workers into the line shall not be allowed except under supervision of the PMC/ Engineer in Charge or any other higher officer.

(b) At least 5 to 6 manholes upstream and downstream should be kept open for at least 2 to 3 hours before any man is allowed to enter the manhole for working inside.

(c) Before entry, the presence of toxic gases should be tested by inserting wet lead acetate paper, which changes colour in the presence of such gases and gives an indication of their presence.

(d) Presence of oxygen should be verified by lowering a detector lamp into the manhole. In case no oxygen is found inside the sewer line, workers should be sent only with an oxygen kit.

(e) Safety belts with rope should be provided to the workers. While working inside the manhole such rope should be handled by two men standing outside to enable him to be pulled out during emergency.

(f) The area should be barricaded or cordoned off by suitable means to avoid mishaps of any kind. Proper warning signs should be displayed for the safety of the public whenever for the cleaning works is undertaken during night or day.

(g) No smoking or open flames shall be allowed near the blocked manhole being cleaned.

(h) The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.

Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The PMC/ Engineer in Charge may decide the time up to which worker may be allowed to work continuously inside the manhole.

(i) Gas masks with Oxygen cylinder should be kept at site for use in emergency.

(j) Air blowers should be used for flow of fresh air through the manholes. Whenever called for, portable air blowers are recommended for ventilating the manholes. The motors for these, shall be vapour proof and of totally enclosed type. Non-sparking gas engines also could be used but they should be placed at least 2 meters away from the opening and on the leeward side, protected from wind so that they will not be the source of friction on any inflammable gas that might be present.

(k) The workers engaged for cleaning the manholes/sewers should be properly trained before allowing working in the manhole.

(l) The worker shall be provided with Gumboots or non-sparking shoes bump helmets and gloves non- sparking tools and safety lights and gas masks and portable air-blowers (when necessary). They must be supplied with barrier cream for anointing the limits before working inside the sewer lines.

(m) Workmen descending a manhole shall try each ladder stop or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole well.

(n) If a man has received a physical injury, he should be brought out of the sewer immediately and adequate medical aid should be provided to him.

(o) The extent to which these precautions are to be taken depend on individual situation but the decision of the PMC/ Engineer in Charge regarding the steps to be taken in this regard in an individual case will be final.

vi) The contractor shall not employ men and women below the age of 18 years on the work of painting with products containing lead in any form. Whenever men above the age of 18 years areemployed on the work of lead painting, the following precautions should be taken: -

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

(b) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint is dry rubbed and scrapped.

(c) Overalls shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the working painters to wash during and on the cessation of work.

9. The Contractor shall not employ women and men below the age of 18 years on the work of painting with product containing lead in any form. Whenever men above the age of 18 are employed on the work of lead painting, the following principles must be observed for such use:

i) White lead, sulphate of lead or product containing these pigments, shall not be used

in painting operation except in the form of pastes or paint ready for use.

ii) Measures shall be taken, wherever required in order to prevent danger arising from the application of paint in the form of spray.

iii) Measures shall be taken, wherever practicable to prevent danger arising out of from dust causedby dry rubbing down and scrapping.

iv) Adequate facilities shall be provided to enable working painters to wash during and on cessation of work

v) Overall shall be worn by working painters during the whole of working period.

vi) Suitable arrangement shall be made to prevent clothing put off during working hours being spoiled by painting materials.

vii) Cases of lead poisoning and suspected lead poisoning shall be notified and shall be subsequently verified by medical man appointed by the competent authority of Department.

viii) Department may require, when necessary, medical examination of workers.

ix) Instructions with regard to special hygienic precautions, to be taken in the painting trade, shall be distributed to working painters.

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

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

(i) (a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defects and shall be kept repaired and in good working order.

(b) Every rope used in hoisting or lowering materials or as means of suspension shall be of durable quality and adequate strength, and free from patent defects.

(ii) 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 winch or give signals to operator.

(iii) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley blocks used in hoisting or as means of suspension the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of 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 to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.

(iv) In case of departmental machines, the safe working load shall be notified by the Electrical Engineer-in- Charge. As regard contractor's machines the contractors shall notify the safe working load of the machines to the PMC/ Engineer in Charge whenever he brings any machinery to the site of work and get it verified by the Electrical Engineer concerned.

12. Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When

workers are employed on electrical installations, which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots, as may be necessary, should be provided. The worker should not wear any rings, watches and carry keys or other materials, which are good conductors of electricity.

13. All scaffolds' ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.
14. These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.
15. 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 Labour Officer or the Engineer- in- Charge or their representatives.
16. Notwithstanding the above clauses from (1) to (15) there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the Republic of India.

Signature of Bidder with Seal

SECTION -4

RULES FOR THE PROTECTION OF HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS EMPLOYED BY CONTRACTORS

1. APPLICATION

These rules shall apply to all buildings and construction works in Charge of the SBI in which twenty or more workers are ordinarily employed or are proposed to be employed in any day during the period during which the contract work is in progress.

2. DEFINITION

Workplace means a place where twenty or more workers are ordinarily employed in connection with construction work, on any day during the period during which the contract work is in progress.

3. FIRST-AID FACILITIES

i) At every workplace there shall be provided and maintained, so as to be easily accessible during working hours, first aid boxes at the rate of not less than one box for 150-contract labour or part thereof ordinarily employed.

ii) The first-aid box shall be distinctly marked with a red cross on white background and shall contain the following equipment: -

a) For workplaces in which the number of contract labour employed does not exceed 50- Each first-aid box shall contain the following equipment: -

1. 6 small, sterilized dressings.
2. 3 medium size sterilized dressings.
3. 3 large size sterilized dressings.
4. 3 large sterilized burn dressings.
5. 1 (30 ml.) bottle containing a two percent alcoholic solution of iodine
6. 1 (30ml) bottle containing Sal volatile having the dose and mode of administration indicated on the label.
7. 1 snakebite lancet.
8. 1 (30gms.) bottle of potassium permanganate crystals.
9. 1 pair of scissors.
10. 1 copy of the first-aid leaflet issued by the Director General, Factory Advice Service and Labour Institute, Government of India/ SBI.
11. 1 Bottle containing 100 tablets (each 5 gms.) of aspirin.
12. Ointment for burns.
13. A bottle of suitable surgical antiseptic solution

b) For workplaces in which the number of contract labour exceeds 50- Each first–aid- box shall contain the following equipment.

1. 12 small, sterilized dressings.
2. 6 medium size sterilized dressings.
3. 6 large size sterilized dressings.
4. 6 large size sterilized burn dressings.
5. 6 (15-gms) packets sterilized cotton wool.
6. 1 (60 ml.) bottle containing two percent alcoholic solution iodine.
7. 1 (60-ml.) bottle containing salvolatile having the dose and mode of administration indicated on the label.

8. 1 roll of adhesive plaster.
9. 1 snake bite lancet.
10. 1 (30 gms.) bottle of potassium permanganate crystals.
11. 1 pair of scissors.
12. 1 copy of the first-aid leaflet issued by the Director General Factory Advice Service and Labour Institute/ Government of India or SBI.
13. A bottle containing 100 tablets (each of 5 gms.) of aspirin.
14. Ointment for burns.
15. A bottle of suitable surgical antiseptic solution.

iii) Adequate arrangements shall be made for immediate procurement of the equipment when necessary.

iv) Nothing except the prescribed contents shall be kept in the First-aid box.

v) The first-aid box shall be kept in Charge of a responsible person who shall always be readily available during the working hours at the work place.

vi) A person in Charge of the first-aid box shall be a person trained in First-Aid treatment, at the workplaces where the number of contract labour employed is 150 or more.

vii) In workplaces where the number of contract labour employed is 500 or more and hospital facilitiesare not available within easy distance from the works, First-aid posts shall be established and run by a trained compounder. The compounder shall be on duty and shall be available at all hours when the workers are at work.

viii) Where workplaces are situated in places which are not towns or cities, a suitable motor transportshall be kept readily available to carry injured person or person suddenly taken ill to the nearest hospital.

4. DRINKING WATER

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

ii) Where drinking water is obtained from an intermittent public water supply, each workplace shall be provided with storage where such drinking water shall be stored.

iii) Every water supply or storage shall be at a distance of not less than 50 feet from any latrine drain or other source of pollution. Where water has to be drawn from an existing well, which is within such proximity of latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it or for drinking. All such wells shall be entirely closed in and be provided with a trap door, which shall be dust and waterproof.

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

5. WASHING FACILITIES

i) In every workplace adequate and suitable facilities for washing shall be provided and maintained for the use of contract labour employed therein.

ii) Separate and adequate cleaning facilities shall be provided for the use of male and female workers.

iii) Such facilities shall be conveniently accessible and shall be kept in clean and hygienic condition.

6. LATRINES AND URINALS

i) Latrines shall be provided in every work place on the following scale namely: -

a) Where female are employed there shall be at least one latrine for every 25 females.

b) Where males are employed, there shall be at least one latrine for every 25 males.

Provided that where the number of males or females exceeds 100, it shall be sufficient if there is one latrine for 25 males or females as the case may be up to the first 100, and one for every 50 thereafter.

ii) Every latrine shall be under cover and so partitioned off as to secure privacy, and shall have a proper door and fastenings.

iii) Construction of latrines: The inside walls shall be constructed of masonry or some suitable heat- resisting nonabsorbent materials and shall be cement washed inside and outside at least once a year. Latrines shall not be of a standard lower than bore-hole system.

iv) a) Where workers of both sexes are employed, there shall be displayed outside each block of latrine and urinal, a notice in the language understood by the majority of the workers "For Men only" or "For Women only" as the case may be.

b) The notice shall also bear the figure of a man or a woman, as the case may be.

v) There shall be at least one urinal for up to 50 number of male workers and one for up to 50 number of female workers employed at a time, provided that where the number of male or female workers, as the case may be, exceeds 500, it shall be sufficient if there is one urinal for every 50 males or females, up to the first 500 and one for every 100 or part thereafter.

vi) a) The latrines and urinals shall be adequately lighted and shall be maintained in a clean and sanitary condition at all times.

b) Latrines and urinals other than those connected with a flush sewage system shall comply with the requirements of the Public Health Authorities.

vii) Water shall be provided by means of tap or otherwise so as to be conveniently accessible in or near the latrines and urinals.

viii) Disposal of excreta: - Unless otherwise arranged for by the local sanitary authority, arrangements for proper disposal of excreta by incineration at the work place shall be made by means of a suitable incinerator. Alternately excreta may be disposed of by putting a layer of night soil at the bottom of a pucca tank prepared for the purpose and covering it with a 15 cm. layer of waste or refuse and then covering it with a layer of earth for a fortnight (When it will turn to manure).

ix) The contractor shall at his own expense, carry out all instructions issued to him by the Engineer- in- Charge to effect proper disposal of night soil and other conservancy work in respect of the contractor's workmen or employees on the site. The contractor shall be responsible for payment of any Charges, which may be levied by Municipal or Cantonment Authority for execution of such on his behalf.

7. PROVISION OF SHELTER DURING REST

At every place there shall be provided, free of cost, four suitable sheds, two for meals and the other two for rest separately for the use of men and women labour. The height of each shelter shall not be less than 3 meters (10 ft.) from the floor level to the lowest part of the roof. These shall be kept clean and the space provided shall be on the basis of 0.6 sq. m. (6 sft.) per head.

Provided that the PMC/ Engineer in Charge may permit subject to his satisfaction, a portion of the building under construction or other alternative accommodation to be used for the purpose.

8. CRECHES

i) At every work place, at which 20 or more women worker are ordinarily employed, there shall be provided two rooms of reasonable dimensions for the use of their

children under the age of six years.
One room shall be used as a playroom for the children and the other as their bedroom. The rooms shall be constructed with specifications as per clause 19 H (ii) a, b & c.

ii) The rooms shall be provided with suitable and sufficient openings for light and ventilation. There shall be adequate provision of sweepers to keep the places clean.

iii) The contractor shall supply adequate number of toys and games in the playroom and sufficientnumber of cots and beddings in the bedroom.

iv) The contractor shall provide one ayah to look after the children in the crèche when the number of women workers does not exceed 50 and two when the number of women workers exceeds 50.

v) The use of the rooms earmarked as crèches shall be restricted to children, their attendants and mothers of the children.

9. CANTEENS

i) In every work place where the work regarding the employment of contract labour is likely to continue for six months and where in contract labour numbering one hundred or more are ordinarily employed, an adequate canteen shall be provided by the contractor for the use of such contract labour.

ii) The contractor shall maintain the canteen in an efficient manner.

iii) The canteen shall consist of at least a dining hall, kitchen, storeroom, pantry and washing places, separately for workers and utensils.

iv) The canteen shall be sufficiently lighted at all times when any person has access to it.

v) The floor shall be made of smooth and impervious materials and inside walls shall be lime- washed or colour washed at least once in each year. Provided that the inside walls of the kitchen shall be lime- washed every 4 months.

vi) The premises of the canteen shall be maintained in a clean and sanitary condition.

vii) Wastewater shall be carried away in suitable covered drains and shall not be allowed to accumulate so as to cause a nuisance.

viii) Suitable arrangements shall be made for the collection and disposal of garbage.

ix) The dining hall shall accommodate at a time 30 percent of the contract labour working at a time.

x) The floor area of the dining hall, excluding the area occupied by the service counter and any furniture, except tables and chairs, shall not be less than one square metre (10 sft.) per diner to be accommodated as prescribed in sub-Rule 9.

xi)

a) A portion of the dining hall and service counter shall be partitioned off and reserved for women workers in proportion to their number.

b) Washing places for women shall be separate and screened to secure privacy.

xii) Sufficient tables' stools, chair or benches shall be available for the number of diners to be accommodated as prescribed in sub-Rule 9.

xiii) a)

1. There shall be provided and maintained, sufficient utensils, crockery, furniture and any other equipment's, necessary for the efficient running of the canteen.
2. The furniture utensils and other equipment shall be maintained in a clean and hygienic condition.

b)

1. Suitable clean clothes for the employees serving in the canteen shall be provided and maintained.

2. A service counter, if provided, shall have top of smooth and impervious material.
3. Suitable facilities including an adequate supply of hot water shall be provided for the cleaning of utensils and equipment's.

xiv) The foodstuffs and other items to be served in the canteen shall be in conformity with the normalhabits of the contract labour.

xv) The Charges for foodstuffs, beverages and any other items served in the canteen shall be based on 'No profit, no loss' and shall be conspicuously displayed in the canteen.

xvi) In arriving at the price of food stuffs, and other articles served in the canteen, the following items shall not be taken into consideration as expenditure namely: -

a) The rent of land and building.

b) The depreciation and maintenance Charge for the building and equipment's provided for the canteen.

c) The cost of purchase, repairs and replacement of equipment's including furniture, crockery, cutlery and utensils.

d) The water Charges and other Charges incurred for lighting and ventilation.

e) The interest and amounts spent on the provision and maintenance of equipment's provided for the canteen.

xvii) The accounts pertaining to the canteen shall be audited once every 12 months by registered accountants and auditors.

10. ANTI-MALARIAL PRECAUTIONS

The contractor shall at his own expense, conform to all anti-malarial instructions given to him by the PMC/ Engineer in Charge including the filling-up of any borrow pits which may have been dug by him.

11. The above rules shall be incorporated in the contracts and in notices inviting tenders and shall form an integral part of the contracts.

12. AMENDMENTS

Department may, from time to time, add to or amend these rules and issue directions it may consider necessary for the purpose of removing any difficulty, which may arise in the administration thereof.

13. EPIDEMIC SITUATION

In such situation contractor shall deploy special labour to keep the site, worker's hutments, rest rooms etc. neat and clean including sanitization. Contractor shall provide all epidemic related arrangements (at his cost following the guidelines issued by State/ Central Government in this regard.

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SECTION - 5

CONTRACTOR'S LABOUR REGULATIONS TO BE FOLLOWED IN THIS PROJECT

1. SHORT TITLE

These regulations may be called the Contractors Labour Regulations and shall be followed by the Contractor for this Project.

2. DEFINITIONS

i) **Workman** means, any person employed by Department or its contractor directly or indirectly, through a subcontractor, with or without the knowledge of the Department, to do any skilled, semiskilled or unskilled, manual, supervisory, technical or clerical work, for hire or reward, whether the terms of employment are expressed or implied, but does not include any person:
-

a) Who is employed mainly in a managerial or administrative capacity; or,

b) Who, being employed in a supervisory capacity draws wages exceeding five hundred rupees per mensem or exercises either by the nature of the duties attached to the office or by reason of powers vested in him, functions mainly of managerial nature; or,

c) Who is an out worker, that is to say, person to whom any article or materials are given out by or on behalf of the principal employers to be made up cleaned, washed, altered, ornamental finished, repaired adopted or otherwise processed for sale for the purpose of the trade or business of the principal employers and the process is to be carried out either in the home of the out worker or in some other premises, not being premises under the control and management of the principal employer.

No person below the of 14 years shall be employed to act as a workman

ii) **Fair Wages** means wages whether for time or piecework fixed and notified under the provision of the Minimum Wages Act from time to time.

iii) **Contractors** shall include every person who undertakes to produce a given result other than a mere supply of goods or articles of manufacture through contract labour or who supplies contract labour for any work and includes a subcontractor.

iv) **Wages** shall have the same meaning as defined in the Payment of Wages Act.

3.

i) Normally working hours of an adult employee should not exceed 9 hours a day. The working day shall be so arranged that inclusive of interval for rest, if any, it shall not spread over more than 12 hours on any day.

ii) When an adult worker is made to work for more than 9 hours on any day or for more than 48 hours in any week, he shall be paid overtime for the extra hours put in by him at double the ordinary rate of wages.

iii) a) Every worker shall be given a weekly holiday normally on a Sunday, in accordance with the provisions of Minimum Wages (Central) Rules 1960, as amended from time to time, irrespective of whether such worker is governed by the Minimum Wages Act or not.

b) Where the minimum wages prescribed by the Government, under the Minimum Wages Act, are not inclusive of the wages for the weekly day of rest, the worker shall be entitled to rest day wages, at the rate applicable to the next preceding day, provided he has worked under the same contractor for a continuous period of not less than 6 days.

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c) Where a contractor is permitted by the PMC/ Engineer in Charge to allow a worker to work on a normal weekly holiday, he shall grant a substituted holiday to him for the whole day, on one of the

DISPLAY OF NOTICE REGARDING WAGES ETC.

The contractor shall, before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain, in a clear and legible condition in conspicuous places on the work, notices in English and in local Indian languages spoken by the majority of the workers, giving the minimum rates of the wages fixed under Minimum Wages Act, the actual wages being paid, the hours of work for which such wage are earned, wages periods, dates of payments of wages and other relevant information as per Appendix 'III'.

4. PAYMENT OF WAGES.

i) The contractor shall fix wage periods in respect of which wages shall be payable.

ii) No wage period shall exceed one month.

iii) The wages of every person employed as contract labour in an establishment or by a contractor, where less than one thousand such persons are employed, shall be paid before the expiry of seventh day and in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable.

iv) Where the employment of any worker is terminated by or on behalf of the EPC contractor, the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.

v) All payment of wages shall be made on a working day at the work premises and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wage period, final payment shall be made within 48 hours of the last working day.

vi) Wages due to every worker shall be paid to him direct or to other person authorised by him in this behalf.

vii) All wages shall be paid in current coin or currency or in both.

viii) Wages shall be paid without any deductions of any kind except those specified by the Central Government by general or special order in this behalf or permissible under the Payment of Wages Act 1956.

ix) A notice showing the wages period and the place and time of disbursement of wages shall be displayed at the place of work and a copy sent by the contractor to the PMC/ Engineer in Charge under acknowledgement.

x) It shall be the duty of the contractor to ensure the disbursement of wages in presence of authorised representative of the PMC/ Engineer in Charge who will be required to be present at the place and time of the disbursement of wages by the contractor to workmen.

xi) The contractor shall obtain from the junior engineer or any other authorised representative of the PMC/ Engineer in Charge , as the case may be, a certificate under his signature at the end of the entries in the "Register of Wages" or the "Wage-cum-Muster Roll", as the case may be, in the following form: -

xii) "Certified that the amount shown in the column No has been paid to the workman concerned in my presence on……. ….at....."

5. FINES AND DEDUCTIONS WHICH MAY BE MADE FROM WAGES

(i) The wages of a worker shall be paid to him without any deduction of any kind except the following:

-

(a) Fines

(b) Deductions for absence from duty i.e. from the place or the places whereby the terms of his employment he is required to work. The amount of deduction shall be in

proportion to the period for which he was absent.

(c) Deductions for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money or any other deductions which he is required to account, where such damage or loss is directly attributable to his neglect or default.

(d) Deduction for recovery of advances or for adjustment of overpayment of wages, advances granted shall be entered in a register.

(e) Any other deduction, which the Central Government may from time to time, allows.

(ii) No fines should be imposed on any worker save in respect of such acts and omissions on his part as have been approved of by the Chief Labour Commissioner.

Note: - An approved list of Acts and Omission for which fines can be imposed is enclosed at Appendix-1.

(iii) No fine shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.

(iv) The total amount of fine, which may be imposed, in any one-wage period, on a worker, shall not exceed an amount equal to three paisa in a rupee of the total wages, payable to him in respect of that wage period.

(v) No fine imposed on any worker shall be recovered from him by installment, or after the expiry of sixty days from the date on which it was imposed.

(vi) Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.

6. LABOUR RECORDS

(i) The contractor shall maintain a **Register of Persons employed** on work on contract in Form XIII of the CL (R&A) Central Rules 1971 (Appendix IV)

(ii) The contractor shall maintain a **Muster Roll** register in respect of all workmen employed by him on the work under Contract in Form XVI of the CL (R&A) Rules 1971 (Appendix V)

(iii) The contractor shall maintain a **Wage Register** in respect of all workmen employed by him on the work under contract in Form XVII of the CL (R&A) Rules 1971 (Appendix VI)

(iv) **Register of accident –** The contractor shall maintain a register of accidents in such form as may be convenient at the workplace but the same shall include the following particulars:

a) Full Particulars of the labourers who met with accident.
b) Rate of wages.
c) sex
d) Age
e) Nature of accident and cause of accident
f) Time and date of accident
g) Date and time when admitted in hospital
h) Date of discharge from the hospital
i) Period of treatment and result of treatment
j) Percentage of loss of earning capacity and disability as assessed by Medical Officer.
k) Claim required to be paid under Workmen's Compensation Act.
l) Date of payment of compensation
m) Amount paid with details of the person to whom the same was paid
n) Authority by whom the compensation was assessed

o) Remarks.

(v) The contractor shall maintain a Register of Fines in the Form XII of the CL (R&A) Rules 1971 (Appendix XI)

(vi) The contractor shall display in a good condition and in a conspicuous place of work the approved list of acts and omission for which fines can be imposed (Appendix X)

(vii) The contractor shall maintain a Register of deductions for damage or loss in Form XX of the CL (R&A) Rules 1971 (Appendix XII).

(viii) The contractor shall maintain a Register of Advances in Form XXIII of the CL (R&A) Rules 1971 (Appendix-XIII).

(ix) The contractor shall maintain a **Register of Overtime** in Form XXIII of the CL (R&A) Rules 1971 (Appendix-XIV).

7. ATTENDANCE CARD-CUM WAGE SLIP

(i) The contractor shall issue an **Attendance card cum wage slip** to each workman employed by him in the specimen format (Appendix-VII).

(ii) The card shall be valid for each wage period.

(iii) The contractor shall mark the attendance of each workman on the card twice each day, once at the commencement of the day and again after the rest interval, before he starts work.

(iv) The card shall remain in the possession of the worker during the wage period under reference.

(v) The contractor shall complete the wage slip portion on the reverse of the card at least a day prior to the disbursement of wages in respect of the wage period under reference.

(vi) The contractor shall obtain the signature or thumb impression of the worker on the wage slip at the time of disbursement of wages and retain the card with him.

8. EMPLOYMENT CARD

The contractor shall issue an **Employment Card** in the Form XIV of CL (R&A) Central Rules 1971 to each worker within three days of the employment of the worker (Appendix-VIII).

9. SERVICE CERTIFICATE

On termination of employment for any reason whatsoever the contractor shall issue to the workman whose services have been terminated, a Service Certificate in the Form XV of the CL (R&A) Central Rules 1971 (Appendix-IX).

10. PRESERVATION OF LABOUR RECORDS

All records required to be maintained under Regulations Nos. 6 &7 shall be preserved in original for a period of three years from the date of last entries made in them and shall be made available for inspection by the PMC/ Engineer in Charge or Labour Officer or any other officers authorised by the Department this behalf.

11. POWER OF LABOUR OFFICER TO MAKE INVESTIGATIONS OR ENQUIRY

The labour officer or any person authorised by the Central Government on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of Fair Wage Clauses and provisions of these Regulations. He shall investigate into any complaint regarding the default made by the contractor or subcontractor in regard to such provision.

12. REPORT OF LABOUR OFFICER

The Labour Officer or other persons authorised as aforesaid shall submit a report of result of his investigation or enquiry to the PMC/ Engineer in Charge concerned indicating the extent, if any, to which the default has been committed with a note that necessary deductions from the contractor's bill be made and the wages and other dues be paid to the

labourers concerned. In case an appeal is made by the contractor under Clause 13 of these regulations, actual payment to labourers will be made by the PMC/ Engineer in Charge after the SBI has given his decision on such appeal.

i) PMC/ Engineer in Charge shall arrange payments to the labour concerned within 45 days from the receipt of the report as the case may be from the Labour Officer.

13. APPEAL AGAINST THE DECISION OF LABOUR OFFICER

Any person aggrieved by the decision and recommendations of the Labour Officer or other person so authorized may appeal against such decision to the SBI within 30 days from the date of decision, forwarding simultaneously a copy of his appeal to the PMC/ Engineer in Charge concerned but subject to such appeal, the decision of the officer shall be final and binding upon the contractor.

14. PROHIBITION REGARDING REPRESENTATION THROUGH LAWYER

i) A workman shall be entitled to be represented in any investigation or enquiry under these regulations by: -

   a) An officer of a registered trade union of which he is a member.
   b) An officer of a federation of trade unions to which the trade union referred to in Clause (a) is affiliated.
   c) Where the employer is not a member of any registered trade union, by an officer of a registered trade union, connected with the industry in which the worker is employed or by any other workman employed in the industry in which the worker is employed.

ii) An employer shall be entitled to be represented in any investigation or enquiry under these regulations by: -

   a) An officer of an association of employers of which he is a member.
   b) An officer of a federation of associations of employers to which association referred to in Clause (a) is affiliated.
   c) Where the employer is not a member of any association of employers, by an officer of association of employer connected with the industry, in which the employer is engaged or by any other employer, engaged in the industry in which the employer is engaged.

iii) No party shall be entitled to be represented by a legal practitioner in any investigation inquiry under these regulations.

15. INSPECTION OF BOOKS AND SLIPS

The contractor shall allow inspection of all the prescribed labour records to any of his workers or to his agent at a convenient time and place after due notice is received or to the Labour Officer or any other person, authorised by the Central Government on his behalf.

16. SUBMISSION OF RETURNS

The contractor shall submit periodical returns as may be specified from time to time.

17. AMENDMENTS

The Central Government/SBI may from time to time add to or amend the regulations and on any question as to the application/interpretation or effect of those regulations the decision of the EIC concerned shall be final.

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SECTION - 6

PERFORMA OF SCHEDULES

(Operative Schedules)

SCHEDULE "A"		
	Schedule of Item Specifications	Attached as Part-
SCHEDULE "B"		
	Schedule of materials to be issued to the contractor	**NIL**
SCHEDULE "C"		
	Tools and plants to be hired to the contractor	**NIL**
SCHEDULE "D"		
	Extra schedule for specific requirements/ document for the work, if	**NIL**
SCHEDULE "E"		
	Reference to General Conditions of Contract as per Part-B	
	Name of work:	**CONSTRUCTION OF RESIDENTIAL & COMMERCIAL OUTFITS AT HINJEWADI, PUNE in EPC Mode.**
	Estimated cost of work:	Design, Engineering, Procurement and Construction (EPC): Rs. 190.94 Cr
Clause: 1	Initial Security Deposit:	**2% of Tendered Value (**the value of the entire work as stipulated in the Letter of Award)
Clause: 1A	Security Deposit (SD):	**5 % of Tendered Value** (the value of the entire work as stipulated including ISD)
SCHEDULE "F"		
	GENERAL RULES & DIRECTIONS	
	Officer inviting bid	**Assistant General Manager (P&E), SBI, LHO Maharashtra, Pune**
	Applicable Mode of EPC Contract	
	Maximum percentage for quantity of items of work to be executed beyond which the rates are to be determined in accordance with Clause 12.1.& 12.2	Under class 12 below

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	DEFINITIONS		
1	Authority executing the agreement on behalf of the SBI	Officer nominated by SBI	
2(vi)	PMC/ Engineer in Charge	Officer nominated by SBI	
2(ix)	Percentage on cost of materials and Labour to cover all Overheads and profits.	**15%**	
2(xi)	Standard Schedule of Rates		
	(i) Civil work	(i) Delhi Schedule of Rates 2025 with amendments up to the date of submission of bid.	
	(ii) Electrical & Mechanicalworks	(ii) Delhi Schedule of Rate 2023- (E&M) with amendments up to the date of submission of bid.	
	(iii) Horticulture work	(iii) Horticulture Schedule of Rate 2020- with amendments up to the date of submission of bid.	
2(v)	Department	**SBI**	
	CLAUSES OF CONTRACT		
Clause 1	(i) Time allowed for submission of Initial Security Deposit from the date of issue of letter of acceptance or proof of applying thereof from the date of issue of letter of acceptance		**15 days**
	(ii) Time allowed for submission of Programme Chart (Time & Progress), applicable labour licenses, registration with EPFO, ESIC & BOCW Welfare Board or proof of applying thereof from the date of issue of letter of acceptance		**25 days**
	(iii)Maximum allowable extension for submission of Initial Security Deposit, with late fee @ 0.1% per day of Initial Security Deposit amount beyond the period as provided in (i) above.		**15 days**
Clause 2	Authority for fixing compensation under Clause 2.	**Assistant General Manager (P&E), SBI, LHO Maharashtra Pune**	
Clause 5	Time allowed for execution of work	**24 months (Including all Preconstruction & Post construction Statuary Approvals)**	
	Number of days from the date of issue of letter of acceptance for reckoning date of Start	The date of start shall be reckoned from the **15th day** from the date of issue of Letter of Acceptance (LOA).	
	Authority to decide shifting of date of start in case of delay in handing over of site.	**Assistant General Manager (P&E), SBI, LHO Maharashtra, Pune.**	
	Milestone(s) will be as per table given below:		

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Milestone No	Description of Milestone (Physical)	Time allowed in days (from date of start)	% age amount of total contract amount to be withheld in case of non-achievement of milestone
1.	a. Appointment of Consultant (s), Preparation and Approval of Architectural Drawings, Structural Design/ Drawings, MEP Services, Conflict frees BIM Design. b. Local Body Approvals, Tree Cutting Permissions, EIA / Environment Clearance and other Statutory Approvals/ Clearances/ NOCs and all Pre-Construction Activities c. Site Barricading as per Bye Law, Mobilization of T&P including Calibrations d. Demolitions, if any and shifting of utilities e. Setting up Site Office & Testing Laboratory with Testing Equipment and their calibration f. Concrete Mix design & Trial mix	3 Months	0.05%
2.	Completion of RCC work of foundation up to plinth level	(3+4) 7 months	0.50%
3.	Completion of RCC work in Superstructure & all masonry work for all floors including conducting work	(7+10) 17 months	0.75%
4.	Completion of plastering, flooring, doors, windows, false ceiling, finishing works, internal water supply, sanitary & sewerage etc. in all respect including wiring work, installation of all equipment's related to substation building, HVAC plant, STP /ETP equipment's, Firefighting and Bore Well, including all other misc works pertaining to buildings as mentioned in this NIT to make the building functional in all respect.	(17+4) 21 months	0.45%
5.	All external Electrical & Mechanical Works, complete in all respect with testing and commissioning of services, clearances from local body/ completion certificates etc. required declaring buildings and campus authorized for occupation as per scope of work.	(21+2) 23 months	0.45%

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6.	Complete Project including balance infrastructure including all relevant Services,	(23+1) 24 months	0.30%
	Signage's, for complete project, Furniture etc. Final finishingincluding painting and handing over		

NOTE:
The withheld amount shall be released if the subsequent milestone is achieved within the respective time specified. However, in case milestones are not achieved by the Bidder for the work, the amount shown against milestone shall be withheld.

Intending bidder may submit phasing of activities/milestones based on their resources and methodology at the time of bidding corresponding to physical milestones/stages indicated in the above table. These shall be formed as part of the agreement after approval of the accepting authority, otherwise it would be assumed that the agency agrees with the above-mentioned physical milestones.

	Authority to decide shifting of date of start in case of delay in handing over of site.	**Assistant General Manager (P&E), SBI, LHO Maharashtra Pune**
Clause 5.4	Authority for deciding Extension of Time and rescheduling of Milestones	**Assistant General Manager (P&E), SBI, LHO Maharashtra Pune**
Clause 7	Gross work to be done together with net payment /adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment.	**Rs. 10.00 Crores**
Clause 7A	Whether clause 7A shall be applicable	**Yes**
(i)		No Running Account Bill shall be paid for the work till the applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board, whatever applicable as submitted by the Bidder to the Engineer-in Charge. Each bill shall be accompanied byAppendix - XIX
Clause 8A	COMPLETION PLANS TO BE SUBMITTED BY THE CONTRACTOR	In case, the contractor fails to submit the completion plan as aforesaid, he shall be liable to pay a sum of 0.1 % (zero-point one percent) of Tendered Value

<table>
<tr><td>Clause10A</td><td>List of testing equipment to be provided by the contractor at site laboratory.</td><td>Equipments for conducting necessary tests including mandatory tests (as per CPWD Specifications) shall be provided and installed at site in the well-furnished site laboratory by the Contractor at his own cost, as per direction of PMC/ Engineer in Charge</td></tr>
<tr><td>Clause 10B (i)</td><td>Secured Advance: - Whether Clause 10 B
(i) shall be applicable</td><td>Not Applicable/Deleted</td></tr>
<tr><td>Clause 10B(ii)</td><td>Mobilization Advance: - Whether Clause 10 B (ii) shall be applicable</td><td>Yes</td></tr>
<tr><td>Clause10 CC</td><td>Escalation clause</td><td>Applicable</td></tr>
<tr><td></td><td colspan="2">For construction period
<table>
<tr><th>SN</th><th>Relevant component of Material /Labour for price escalation</th><th>Percentage of total value of work</th></tr>
<tr><td>1.</td><td>Component of Cement.</td><td>10%</td></tr>
<tr><td>2.</td><td>Component of Labour</td><td>20%</td></tr>
<tr><td>3.</td><td>Civil Component of other Construction Materials</td><td>30%</td></tr>
<tr><td>4.</td><td>Electrical and Mechanical (E&M) Component of Construction Materials</td><td>30%</td></tr>
<tr><td>5</td><td>Reinforcement steel bars/TMT bars/ structural steels (including strands and cables).</td><td>10%</td></tr>
<tr><td></td><td>Total</td><td>100%</td></tr>
</table></td></tr>
<tr><td>Clause 11</td><td colspan="2">CPWD Specifications Civil Works: 2019 (Part. A&B)
The 3D Architectural Models of the project will be prepared on any BIM applications with minimum LOD 350 and IFC format.
The 3D Architectural BIM Model Information(s) shall be used for structural, MEP services and horticulture design. The comprehensive BIM model with minimum LOD 350 of project shall have all the architectural, structural, horticulture and MEP services element.
All architectural (2D) shall be generated from BIM model. All the structural drawing shall be in conformity with BIM model.
Project or work shall be executed using 2D drawings generated from BIM model.</td></tr>
</table>

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	Electrical work: 1. CPWD General Specification for Electrical Works Part I Internal - 2023. 2. CPWD General Specification for Electrical Works Part IV Substation - 2013. 3. CPWD General Specification for Electrical Works Part VII DG Sets - 2013. 4. CPWD General Specification for Electrical Works Part VIII Gas Based Fire Extinguishing System - 2013. 5. General Specification for Heating Ventilation & Air- Conditioning (HVAC) Works-2017. 6. General Specification for Electrical Works (Part III Lifts & Escalators)-2003 7. CPWD General Specifications for Electrical Works Part V Wet Riser & Sprinkler Systems -2020 8. CPWD General Specifications for Electrical Works Part VI Fire Detection & Alarm System -2018 9. CPWD General Specifications for Electrical Works Part VI Fire Detection & Alarm System -2018 10. All MEP drawings (2D) shall be generated from BIM model. 11. Project or work shall be executed using 2D drawings generated from BIM model.	
	All above specifications shall be applicable with corrections slips/amendments up to the last date of submission/ uploading of bid and Technical Specifications (Part E) of the tender documents.	
Clause 12	Type of Work	Project and Original Work
	Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for building work.	Clause 12 is applicable.
	Clause 12.1	Applicable
	Deviation Limit beyond which clause12.2 shall be applied	0.25% of the accepted tendered amount
	Deviation Limit beyond which clause 12.3 shall be applied	0.25% in Plinth area.
Clause 16	Competent Authority for deciding reduced rates	**Assistant General Manager (P&E), SBI, LHO Maharashtra Pune.**
Clause 17	Defects Liability Period	The Defect Liability Period (DLP) for the blocks/ buildings and services shall be up to 2 years after the overall completion of the Project (After getting Occupancy Certificate).

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Clause 18	List of mandatory machinery, tools & plants to be deployed atsite.	Required machinery, tools & plants shall be provided at site as per the directions of The State Bank of India (SBI) /PMC.
Clause 19C	Penalty for each default	The schedule of charges as penalties will be in accordance to the latest CPWD Handbook 2019 for Safety, health and

Clause32(i)	**Minimum Requirement of Technical Representative(s) and monthly recovery Rate**				
SN	**Requirement of Technical Staff**		**Minimum Experience (Years)**	**Designation of Technical Staff**	**Rate of recovery if provision of clause 32 (i) not fulfilled**
	Qualification	**Strength**			
1.	Graduate (Civil) Engineer	1 No	15 (and having experience of one similar nature of work)	Project Manager	Rs. 60,000/-per Month
2.	Postgraduate (Structural Engineer)	1 No	8 (and having experience of one similar nature of work)	Deputy Project Manager	Rs. 40,000/- per Month
3.	Graduate (Electrical/ Mechanical)	1 No	8 (and having experience of one similar nature of work)	Deputy Project Manager	Rs. 40,000/- per Month
4.	Graduate (Civil) Engineer	1 No	6 (and having experience of one similar nature of work)	Deputy Project Manager	Rs. 40,000/- per Month
5.	Graduate Engineer (Electrical/ Mechanical)	1 No	6 (and having experience of one similar nature of work)	Deputy Project Manager	Rs. 40,000/- per Month
6.	Architect (Graduate)	1 No	6 (and having experience of one similar nature of work)	Architect	Rs 40,000/- per Month
7.	Civil Engineer (Graduate or Diploma Engineer)	2 Nos	3 or 5 Respectively	Project / Site Engineer	Rs.25,000/- per Month per person
8.	Civil Graduate Engineer or Diploma Engineer	2 Nos	5 or 10 Respectively	Quality Control Engineer	Rs.25,000/- per Month per person
9.	Electrical/ Mechanical Graduate Engineer or Diploma Engineer	2 Nos	3 or 5 respectively	Project/ Site Engineer	Rs.25,000/- per Month per person

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10.	Graduate Engineer	1 No	3	Planning Engineer	Rs.25,000/- per Month per person
11.	Graduate Engineer	1 No	3	Project Planning/ Billing Engineer	Rs.20,000/- per Month per person
12.	Safety Engineer Degree/ Diploma in Safety Management / Industrial Safety.	1 No	3	SafetyEngineer.	Rs. 40,000/- per Month

Note:

(1) The Staff at S. No. 1, 3, 4, 6, 7, 10 & 11 (1 no. each) above are required to be in position at site within 15 days of commencement of work. The balance along with other staff for specialized works to be in position at site as per requirements at project site or within 15 days of directions of The State Bank of India (SBI) / PMC, whichever is earlier. The Minimum requirement at start and above given strength shall be required to be deployed as and when necessity arises at site or so directed by The State Bank of India (SBI) / PMC.

(2) Assistant Engineers retired from Government services, who are holding Diploma will be treated at par with Graduate Engineers.

(3) Diploma holder with minimum 10-years relevant experience with a reputed construction company can be treated at par with Graduate Engineers for such deployment subject to the condition that such diploma holders should not exceed 50% of requirement of Graduate engineers. This shall however shall not be applicable for Project Manager.

4) Architect should be registered with Council of Architecture (COA).

(5) The Bidder shall submit a certificate of employment of the technical representative(s) (in the form of copy of Form -16 or CPF deduction issued to the Engineers employed by him) along with every account bill/final bill and shall produce evidence of regular physical availability of such engineers on the above project if at any times so required by the Engineer-in- Charge.

Clause 35	Authority having option of terminating the Contract in event of death of Contractor	**Assistant General Manager (P&E), SBI, LHO Maharashtra Pune**
Clause 38		
i)	a) Schedule/statement for determining theoretical quantity of cement & bitumen on the basis of Delhi Schedule of Rates	**CPWD PAR 2025 and Delhi Schedule of Rates 2025 with amendments up to the last date of submission of the bid.**
ii)	Variation permissible on theoretical quantities	
a)	Cement	**3% plus/minus**
b)	Steel reinforcement and structural steel Sections for each diameter, section and category	**2% plus/minus**
c)	All other materials	**Nil**

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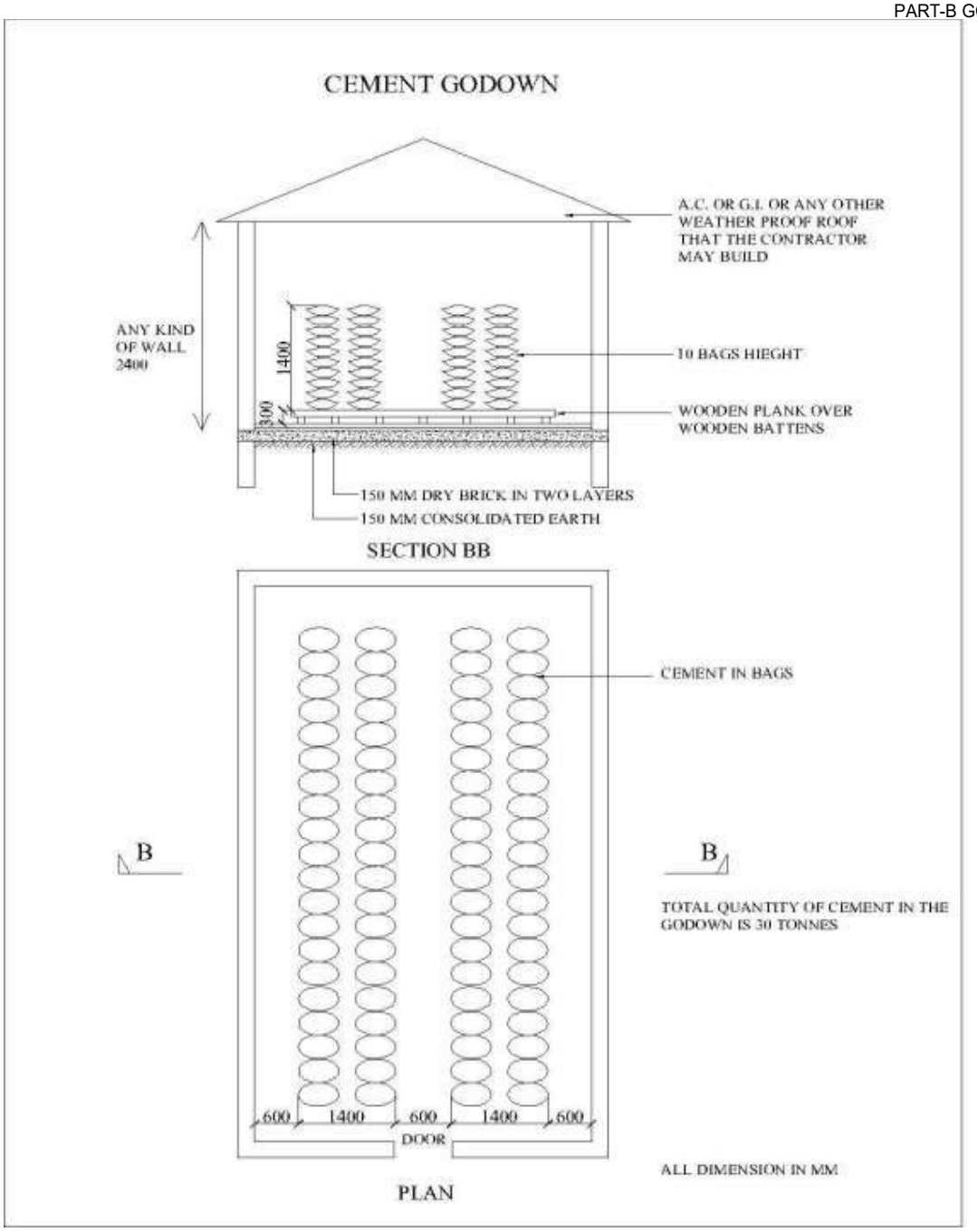

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FORMATS FOR FORMS & GUARANTEES

Signature of Bidder with Seal

FORMAT OF BANK GUARANTEE FOR MOBILISATION ADVANCE BANK GUARANTEE NO: ISSUE DATE:

To
……

Dear Sirs,
Mobilization Advance Guarantee No.
Amount of Guarantee Rs. …… Guarantee cover from: Last Date of Lodgment for Claim:

In consideration of the SBI, as SPV of .....
(hereinafter called "SBI") which expression shall unless repugnant to be subject or context include its successors and permitted assigns) having
..... agreed under the
terms and conditions of SBI LOA No ..... Design, Engineering, Procurement and Construction (EPC) of..... , entered into between state bank of India and having its Registered Office at ..... , (hereinafter called "the said contractor') to make mobilization advance lump-sum advance to the tune of Rs……. (Rupees .....) subject to submission of the Bank Guarantee for equal amount from any Schedule B. We ……., and having its registered office at & a branch office inter alia at ……. (Hereinafter called as Bank) Do hereby undertake and agree to pay to the SBI to the extent of Rs……. (Rupees) on demand stating that the amount claimed by the SBI is due and payable by the contractor for the reasons of non-refund and non-recovery of the amount with simple interest at the rate of 10% p.a. thereon and to unconditionally pay the amount claimed by the SBI under this guarantee on such demand without any demur to the extent aforesaid.

We, ……, agree that SBI shall be the sole judge as to whether the said contractor has failed/ neglect in performing any of the terms and conditions of the said contract and the decision the SBI in this behalf shall be final and binding on us, in terms hereof.

We…… further agree that the guarantee herein contained shall remain in full force and effect up to and any claim received after the said date shall in no case bind the bank.

SBI shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee or indemnify from time to time vary any of the terms and condition of the said contract or to extendthe time of performance by the said contractor or to postpone any time and from time to time any of the powers exercisable by it against to the said contractor and either to enforce or to forbear from enforcing anyof the terms and conditions governing the said contract or securities available to SBI and the said Bank shall not be released from its liability under these presents.

Notwithstanding anything contained herein the liability of the said Bank under this guarantee is restricted to Rs……. /- (Rupees only) and this Guarantee shall come into force from the date hereof and shall remain in full force and effect till unless the written demand or claim under this guarantee is made by SBI with us on or before all rights of SBI under this guarantee shall cease to have any effect and we shall be relieved and discharged from our liabilities hereunder.

We ……. lastly undertake not to revoke this guarantee during its currency except with the previous consent of SBI in writing and agree that any change in the constitution of the said contractor or the said Bank shall not have discharged our liability hereunder.

N0TWITHSTANDING anything contained hereinabove:

Signature of Bidder with Seal

1. Our liability under the Bank Guarantee shall not exceed Rs…….(Rupees……)
2. This Bank Guarantee shall be valid up to ……
3. We are liable to pay the Guarantee amount or any part thereof under this guarantee only and if you serve upon a written claim or demand at ……. on or before …….

Signature of Bidder with Seal

GUARANTEE TO BE EXECUTED BY THE CONTRACTOR FOR REMOVAL OF DEFECTS AFTER COMPLETION IN RESPECT OF WATER SUPPLY AND SANITARY INSTALLATIONS

AT ……

(On a Non- Judicial Stamp Paper of Rs. 500/- (Rupees Five Hundred Only)

The agreement made this…….. Day of ……. Two thousand and ……. between…….…… (hereinafter called the GUARANTOR of the one part) and the---------- (herein after called the Client of the other part).

WHEREAS THIS ..... agreement is supplementary to the contract.

(Herein..... after called the Contract) no……. dated and made between the GUARANTOR OF THE ONE PART AND the Client of the other part, whereby the contractor interiliac, undertook to render the work in the said contract recited structurally stable workmanship and use of sound materials.

AND WHEREAS THE GUARANTOR agreed to give a guarantee to the effect that the said work will remain structurally stable and guarantee against faulty workmanship, finishing, manufacturing defects ofmaterials and leakages etc.

NOW THE GUARANTOR hereby guarantees that work executed by him will remain structurally stable, after the expiry of maintenance period prescribed in the contract for the minimum life of ten years, to be reckoned from the date of completion of work, to be reckoned after the expiry of maintenance period prescribed in the contract.

The decision of the Engineer- in- Charge w i t h regard to nature and cause of defects shall be final.

During the period of guarantee the guarantor shall make good all defects to the satisfaction of the Engineer- in- Charge calling upon him to rectify the defects, failing which the work shall be got done by the Client by some other contractor at the guarantor's cost and risk. The decision of The State Bank of India (SBI)/ PMC as to the cost payable by the Guarantor shall be final and binding.

That if the guarantor fails to make goods all the defects, commits breach there-under then the guarantor will indemnify the Principal and his successor against all loss, damage cost expense or otherwise which may be incurred by him by reason of any default on the part of THE GUARANTOR in performance and observance of this supplementary agreement. As to the amount of loss and/or damage and/or cost incurred by the Client the decision of The State Bank of India (SBI)/ PMC will be final and binding on the parties.

IN WITNESS WEHREOF those presents have been executed by the obligator. And by for and on behalf of
the Client on the day, month and year first above written.

Signed sealed and delivery by OBLIGATOR in the presence of: 1.

2.

SIGNED FOR AND ON BEHALF OF ---------- BY in the

present of: 1.

Signature of Bidder with Seal

GUARANTEE BOND TO BE EXECUTED BY THE CONTRACTOR FOR ANTI TERMITE TREATMENT AT ……

(On a Non- Judicial Stamp Paper of Rs. 500/- (Rupees Five Hundred Only)

The agreement made this…….. Day of ……. Two thousand and ……. Between ……..…… (hereinafter called the GUARANTOR of the one part) and the (herein after called the Client of the other part).

WHEREAS this agreement is supplementary to a contract (Herein after called the Contract) no……. dated…… and made between the GUARANTOR OF THE ONE PART AND the Client of the other part, whereby the contractor interiliac, undertook to render the building and structures in the said contract recited completely Anti Termite proof.

AND WHEREAS GUARANTOR hereby guarantee that the effect that the building and structures will remain completely Anti Termite proof for TEN years, to be reckoned from the date after the expiry of maintenance period prescribed in the contract.

NOW THE GUARANTOR hereby guarantees that Anti Termite treatment given by him under agreement Item No.……., will render the structure completely Anti Termite proof and the minimum life of such Anti Termite treatment given by him will render the structures completely leak proof and the minimum life of such Anti Termite treatment shall be TEN years, to be reckoned from the date of completion of work.

Provided that THE GUARANTOR shall be not responsible for leakage caused by earthquake or structural defects or misuse of Building or alteration and for such purpose:

α. misuse of Building shall mean any operation which will Anti Termite treatment to the building.

β. Alteration shall mean construction of any addition or construction adjoining to existing
Building Whereby Anti Termite treatment is removed/damaged in parts.

z. The decision of the Engineer with regard to nature and cause of defects shall be final.

During this period of guarantee the guarantor shall make good all defects and in case of any defect being found to render the Anti Termite proof treatment of the building to the satisfaction of the Engineer at his cost and shall commence the work for rectification within seven days from the date of issue of the notice from the Engineer calling upon him to rectify the defects failing which the work shall be got done by the Client by some other contractor at the GUARANTORS cost and risk. The decision of the Engineer as to cost, payable by the Guarantor shall be final and binding.

That if the guarantor fails to execute the Anti Termite treatment or commits breach there-under then the guarantor will indemnify the principal and his successor against all loss, damage, cost of expenses or otherwise which may be incurred by him by reason of any of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement.

As to the amount of loss and/or cost incurred by the Client on the decision of the PMC/ PMC/ PMC/ PMC/ Engineer in Charge will be final and binding on the parties.

Signature of Bidder with Seal

IN WITNESS WHEREOF those presents have been executed by the obligator___and by

---------- by for and on behalf of---------- on the day, month and year first above written.

Signed sealed and delivered by OBLIGATOR in presence of:

1.---------- 2. ----------

SIGNED FOR AND ON BEHALF OF ---------- BY----------In presence of:

1.---------- 2. ----------

Signature of Bidder with Seal

GUARANTEE BOND TO BE EXECUTED BY THE CONTRACTOR FOR WATER PROOFING TREATMENT FOR PODIUM AT … ……

(On a Non- Judicial Stamp Paper of Rs. 500/- (Rupees Five Hundred Only)

The agreement made this…….. Day of ……. Two thousand and ……. Between …… (hereinafter called the GUARANTOR of the one part) and the (herein after called the Client of the other part).

WHEREAS ..... this agreement is supplementary to a contract (Herein ..... after called the Contract) n o ……. dated ..... and made between the GUARANTOR OF THE ONE PART AND the Client of the other part, whereby the contractor interiliac, undertook to render the building and structures in the said contract recited completely water and leak proof.

AND WHEREAS GUARANTOR hereby guarantee that the effect that the building and structures will remain completely water and leak proof for TEN years, to be reckoned from the date after the expiry of maintenance period prescribed in the contract.

NOW THE GUARANTOR hereby guarantees that water proofing treatment given by him under agreement Item No.… ....., will render the structure completely leak proof and the minimum life of such water proofing treatment given by him will render the structures completely leak proof and the minimum life of such water proofing treatment shall be TEN years, to be reckoned from the date of completion of work.

Provided that THE GUARANTOR shall be not responsible for leakage caused by earthquake or structural defects or misuse of Basement or alteration and for such purpose:

α. misuse of basement shall mean any operation which will damage proofing treatment to the basement of the building.

β. Alteration shall mean construction of any addition or construction adjoining to existing basement whereby proofing treatment is removed in parts.

z. The decision of the Engineer with regard to nature and cause of defects shall be final.

During this period of guarantee the guarantor shall make good all defects and in case of any defect being found render the building water proof to the satisfaction of the Engineer at his cost and shall commencethe work for rectification within seven days from the date of issue of the notice from the Engineer calling upon him to rectify the defects failing which the work shall be got done by the Client by some other contractor at the GUARANTORS cost and risk. The decision of the Engineer as to cost, payable by the Guarantor shall be final and binding.

That if the guarantor fails to execute the water proofing or commits breach there-under then the guarantor will indemnify the principal and his successor against all loss, damage, cost of expenses orotherwise which may be incurred by him by reason of any of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement.

As to the amount of loss and/or cost incurred by the Client on the decision of the PMC/ Engineer in Chargewill be final and binding on the parties.

IN WITNESS WHEREOF those presents have been executed by the obligator___and by

---------- by for and on behalf of on the day, month and

Signature of Bidder with Seal

year first above written.

Signed sealed and delivered by OBLIGATOR in presence of:

1._____ 2. _____

SIGNED FOR AND ON BEHALF OF ---------- BY_ In presence of:

1._____ 2. _____

Signature of Bidder with Seal

GUARANTEE BOND TO BE EXECUTED BY THE CONTRACTOR FOR WATER PROOFING TREATMENT FOR ROOF AT ……

(On a Non- Judicial Stamp Paper of Rs. 500/- (Rupees Five Hundred Only)

The agreement made this……. Day of ……. Two thousand and ……. between…….…… (hereinafter called the GUARANTOR of the one part) and the ---------- (herein after called the Client of the other part).

WHEREAS this agreement is supplementary to a contract (Herein after called the Contract) no……. dated…… and made between the GUARANTOR OF THE ONE PART AND the Client of the other part, whereby the contractor interiliac, undertook to render the building and structures in the said contract recited completely water and leak proof.

AND WHEREAS GUARANTOR hereby guarantee that the effect that the building and structures will remain completely water and leak proof for TEN years, to be reckoned from the date after the expiry of maintenance period prescribed in the contract.

NOW THE GUARANTOR hereby guarantees that water proofing treatment given by him under agreement Item No……., will render the structure completely leak proof and the minimum life of such water proofing treatment given by him will render the structures completely leak proof and the minimum life of such water proofing treatment shall be TEN years, to be reckoned from the date of completion of work.

Provided that THE GUARANTOR shall be not responsible for leakage caused by earthquake or structural defects or misuse of Basement or alteration and for such purpose:

α. misuse of roof shall mean any operation which will damage proofing treatment like chopping of firewood and things of the same nature which might cause damage to the roof of the building.

β. Alteration shall mean construction of any additional storey or part of the roof or construction adjoining to existing roof whereby proofing treatment is removed in parts.

z. The decision of the Engineer with regard to nature and cause of defects shall be final.

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

That if the guarantor fails to execute the water proofing or commits breach there-under then the guarantor will indemnify the principal and his successor against all loss, damage, cost of expenses orotherwise which may be incurred by him by reason of any of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement.

As to the amount of loss and/or cost incurred by the Client on the decision of the PMC/ PMC/ PMC/ PMC/ Engineer in Charge will be final and binding on the parties.

IN WITNESS WHEREOF those presents have been executed by the obligator___and by

---------- by for and on behalf of on the day, month and

Signature of Bidder with Seal

year first above written.

Signed sealed and delivered by OBLIGATOR in presence of: 1._____

2. _____

SIGNED FOR AND ON BEHALF OF ---------- BY_ In presence of:

1._____ 2. _____

Signature of Bidder with Seal

GUARANTEE BOND TO BE EXECUTED BY THE CONTRACTOR FOR WATER PROOFING TREATMENT (UNDER FLOORS) AT…….

(On a Non- Judicial Stamp Paper of Rs. 500/- (Rupees Five Hundred Only)

The agreement made this…….. Day of ……. Two thousand and ……. between
……..…… (hereinafter called the GUARANTOR of the one part) and the---------- (herein after called the Client of the other part).

WHEREAS this agreement is supplementary to a contract (Herein after called the Contract) no…….. dated …… and made between the GUARANTOR OF THE ONE PART AND the Client of the other part, whereby the contractor interiliac, undertook to render the toilets, terraces and such related areas of the building in the said contract recited completely water and leak proof.

AND WHEREAS GUARANTOR hereby guarantee that the effect that the said toilets, terraces and such related areas will remain completely water and leak proof for TEN years, to be reckoned from the date after the expiry of maintenance period prescribed in the contract.

NOW THE GUARANTOR hereby guarantees that water proofing treatment under the floors in toilets, terraces and such related areas given by him under the contract, will render the areas completely water and leak proof and the minimum life of such water proofing treatment shall be TEN years, to be reckoned from the date of completion of work i.e. to be reckoned from the date after the expiryof maintenance period prescribed in the contract.

Provided that THE GUARANTOR shall be not responsible for leakage caused by earthquake or structural defects or misuse of floors or alteration and for such purpose:

α. misuse of such floors shall mean any operation which will damage proofing treatment and things of the same nature which might cause damage to such floors of the building.

β. Alteration shall mean construction of any addition or construction adjoining to existing such floors whereby proofing treatment is removed in parts;

z. The decision of the Engineer with regard to nature and cause of defects shall be final.

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

That if the guarantor fails to execute the water proofing or commits breach there-under then the guarantor will indemnify the principal and his successor against all loss, damage, cost of expenses orotherwise which may be incurred by him by reason of any of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement.

As to the amount of loss and/or cost incurred by the Client on the decision of the PMC/ PMC/ PMC/ PMC/ Engineer in Charge will be final and binding on the parties.

IN WITNESS WHEREOF those presents have been executed by the obligator___and by ---------- by for and on behalf of on the day, month and year first above written.

Signature of Bidder with Seal

Signed sealed and delivered by OBLIGATOR in presence of:

1. _ _____ 2. _____

SIGNED FOR AND ON BEHALF OF ---------- BY_____In presence of:

1._____ 2. _____

Signature of Bidder with Seal

GUARANTEE BOND TO BE EXECUTED BY THE CONTRACTOR IN RESPECT OF ALUMINIUM / UPVC WORKS AT……

(On a Non- Judicial Stamp Paper of Rs. 500/- (Rupees Five Hundred Only)

The agreement made this…….. Day of …….. Two thousand and ……. between
……..…… (hereinafter called the GUARANTOR of the one part) and the---------- (herein after called the Client of the other part).

WHEREAS this agreement is supplementary to a contract (Herein after called the Contract) no…….. dated …… and made between the GUARANTOR OF THE ONE PART AND the Client of the other part, whereby the contractor interiliac, undertook to render the Aluminum Works in the said contract recited safe against water leakage, unsound material and workmanship and defective anodizing etc.

AND Whereas GUARANTOR agreed to give a guarantee to the effect that the Aluminum Work will remainsafe against water leakage, unsound material and workmanship and defective anodizing for TEN years from the date of completion of work, to be reckoned from the date after the expiry of maintenance period prescribed in the contract.

NOW THE GUARANTOR hereby guarantees that the Aluminum Works executed by him will remain safe against water leakage, unsound material and workmanship and defective anodizing for TEN years from the date of completion of work, to be reckoned from the date after the expiry of maintenance period prescribed in the contract.

Provided that the guarantor shall not be responsible for any damage caused by earth quake or misuse of the Aluminum Work or alteration and for such purpose:

α. misuse of the Aluminum Work shall mean any operation which will damage the Aluminum Work executed by him;

β. Alteration shall mean construction of an addition to the Aluminum Work executed by him or part thereof or construction adjoining to the existing Aluminum Work whereby the Aluminum Work is likely to be effected/ damaged;

z. The decision of the Engineer with regard to nature and cause of defects shall be final.

During this period of guarantee the guarantor shall make good all defects and in case of any defect being found to render the Aluminum Work to the satisfaction of the Engineer at his cost and shall commence the work for rectification within seven days from the date of issue of the notice from the Engineer calling upon him to rectify the defects failing which the work shall be got done by the Client by some other contractor at the GUARANTORS cost and risk. The decision of the Engineer as to cost, payable by the Guarantor shall be final and binding.

That if the guarantor fails to execute the water proofing, or commits breach there-under then the guarantor will indemnify the Principal and his successor against all loss, damage, cost of expenses orotherwise which may be incurred by him by reason of any of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement. As to the amount of loss and/or cost incurred by the Client on the decision of the PMC/ Engineer in Charge will be final and binding on the parties.

Signature of Bidder with Seal

IN WITNESS WHEREOF those presents have been executed by the obligator___and by
---------- by for and on behalf of on the day, month and year first above written.

Signed sealed and delivered by OBLIGATOR in presence of: 1._____
2.

SIGNED FOR AND ON BEHALF OF ---------- BY_ In presence of:

1._____ 2. _____

Signature of Bidder with Seal

GUARANTEE BOND TO B E EXECUTED BY THE CONTRACTOR IN RESPECT OF STRUCTURAL GLAZING/ CURTAIN WALLSYSTEM/WORKS AT ……

(On a Non- Judicial Stamp Paper of Rs. 500/- (Rupees Five Hundred Only)

The agreement made this…….. Day of ……. Two thousand and ……. between
……..…… (hereinafter called the GUARANTOR of the one part) and the---------- (herein after called the Client of the other part).

WHEREAS this agreement is supplementary to a contract (Herein after called the Contract) no……. dated …… and made between the GUARANTOR OF THE ONE PART AND the Client of the other part, whereby the contractor interiliac, undertook to render the Structural Glazing / Curtain Wall System/ work under agreement Item No safe against water leakage, unsound material and workmanship and defective anodizing etc.

AND Whereas GUARANTOR agreed to give a guarantee to the effect that the Structural Glazing/ Curtain Wall System/Work will remain safe against water leakage, unsound material and workmanship and defective anodizing for FIVE years from the date of completion of work, to be reckoned from the date after the expiry of maintenance period prescribed in the contract.

NOW THE GUARANTOR hereby guarantees that the Structural Glazing/ Curtain Wall System
/Work executed by him will remain safe against water leakage, unsound material and workmanship and defective anodizing for FIVE years from the date of completion of work, to be reckoned from the date after the expiry of maintenance period prescribed in the contract.

Provided that the guarantor shall not be responsible for any damage caused by earthquake or misuse of the Structural / Curtain Wall System/ Work or alteration and for such purpose:

α. misuse of the Structural Glazing / Curtain Wall System /Work shall mean any operation which will damage the Structural Glazing / Curtain Wall System /Work executed by him;

β. Alteration shall mean construction of an addition to the Structural Glazing / Curtain Wall System Work executed by him or part thereof or construction adjoining to the existing Structural Glazing / Curtain Wall System / Work whereby the Structural Glazing /Curtain Wall System/Work is likely to be affected/ damaged;

z. The decision of the Engineer with regard to nature and cause of defects shall be final.

During this period of guarantee, the guarantor shall make good all defects and in case of any defect being found to render the Structural Glazing / Curtain Wall System /Work to the satisfaction of the Engineer-in- Charge at his cost and shall commence the work for rectification within seven days from the date of issue of the notice from the Engineer calling upon him to rectify the defects failing which the work shall be got done by the Client by some other contractor at the GUARANTORS cost and risk. The decision of the Engineer as to cost, payable by the Guarantor shall be final and binding.

That if Guarantor fails to rectify the Structural Glazing / Curtain Wall System /work or commits breach there under then the Guarantor will indemnify the principal and his

Signature of Bidder with Seal

successors against all loss, damage, cost, expense or otherwise which may be incurred by him by reason of any default on the part of the Guarantor in performance and observance of the supplementary agreement. As to the amount of loss and/ or damage and/or cost incurred by SBI/Client, the decision of Engineer will be final and binding on the parties.

IN WITNESS WHEREOF those presents have been executed by the obligator___and by

_----------by for and on behalf of on the day, month and year first above written.

Signed sealed and delivered by OBLIGATOR in presence of 1. _2.

SIGNED FOR AND ON BEHALF OF ---------- BY_

In presence of:

1._____

2. _____

Signature of Bidder with Seal

GUARANTEE BOND TO BE EXECUTED BY THE CONTRACTOR IN RESPECT OF SEISMIC/ MECHANICAL JOINT WORKS AT …….

(On a Non- Judicial Stamp Paper of Rs. 500/- (Rupees Five Hundred Only)

The agreement made this…….. Day of …… Two thousand and ……. between…….……. (hereinafter called the GUARANTOR of the one part) and the---------- (herein after called the Client of the other part).

WHEREAS this agreement is supplementary to a contract (Herein after called the Contract) no…….dated…… and made between the GUARANTOR OF THE ONE PART AND the Client of the other part, whereby the contractor interiliac, undertook to render the Seismic/ Mechanical Joint System/Work under agreement Item No in the said contract recited safe against water leakage, unsound material and workmanship and defective anodizing etc.

AND Whereas GUARANTOR agreed to give a guarantee to the effect that the Seismic/ Mechanical Joint System/Work will remain safe against water leakage, unsound material andworkmanship and defective anodizing for TEN years from the date of completion of work, to be reckoned from the date after the expiry of maintenance period prescribed in the contract.

NOW THE GUARANTOR hereby guarantees that the Seismic/ Mechanical Joint System/Works executed by him will remain safe against water leakage, unsound material and workmanship and defective anodizing for TEN years from the date of completion of work, to be reckoned from the date after the expiry of maintenance period prescribed in the contract.

Provided that the guarantor shall not be responsible for any damage caused by earthquake or misuse of the Seismic/ Mechanical Joint System/Work or alteration and for such purpose:

α. misuse of the Seismic/ Mechanical Joint System/Work mean any operation which will damage the Aluminum Work executed by him.

β. Alteration shall mean construction of an addition to the Seismic/ Mechanical Joint System/Work executed by him or part thereof or construction adjoining to the existing Seismic/ Mechanical Joint System/Work whereby the Seismic/ Mechanical Joint System/Work is likely to be affected/ damaged;

z. The decision of the Engineer with regard to nature and cause of defects shall be final.

During this period of guarantee, the guarantor shall make good all defects and in case of any defect being found to render the Seismic/ Mechanical Joint System/Work non-functional to the satisfaction of the Engineer at his cost and shall commence the work for rectification within seven days from the date of issue of the notice from the Engineer –in-Charge calling upon him to rectify the defects failing which the work shall be got done by the Client by some other contractor at the GUARANTORS cost and risk. The decision of the Engineer as to cost, payable by the Guarantor shall be final and binding.

That if the guarantor fails to execute the Seismic/ Mechanical Joint System/Work or commits breach there- under then the guarantor will indemnify the principal and his successor against all loss, damage, cost of expenses or otherwise which may be incurred by him by reason of any of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement. As to the amount of loss and/or cost incurred by the Client on the decision of the PMC/ Engineer in Charge will be final and binding on the parties.

IN WITNESS WHEREOF those presents have been executed by the obligator ----------and by_____by f o r and o n behalf of----------on the day, month and year first above written.

Signed sealed and delivered by OBLIGATOR in presence of:

1. _ 2.

Signature of Bidder with Seal

SIGNED FOR AND ON BEHALF OF ---------- BY_____In presence of:

1. _____ 2. _____

Appendix 'I'

Signature of Bidder with Seal

REGISTER OF MATERNITY BENEFITS (Clause 19F)

Name and address of the contractor_____Name and Location of the work_____

Name of the Employee	Father's/ husband' name	Nature of Employment	Period of Actual Confinement	Date on which Notice of confinement given
1	2	3	4	5

Date on which maternity leave commenced and ended				
Date of Delivery/ Miscarriage	In case of delivery		In case of miscarriage	
	Commenced	Ended	Commenced	Ended
6	7	8	9	10

Leave pay paid to the employee				Remarks
In case of delivery		In case of miscarriage		
Rate of leave pay	Amount paid	Rate of leave pay	Amount paid	
11	12	13	14	15

Signature of Bidder with Seal

Appendix 'II'

SPECIMEN FORM OF THE REGISTER, REGARDING MATERNITY BENEFIT ADMISSIBLE TO THE CONTRACTOR'S LABOUR

Name and address of the contractor_____

Name and location of the work_____

1. Name of the woman and her husband'sname.
2. Designation
3. Date of appointment.
4. Date with months and years in which she is employed.
5. Date of discharge / dismissal, if any.
6. Date of production of certificates in respect of pregnancy.
7. Date on which the woman informs about the expected delivery.
8. Date of delivery / miscarriage / death.
9. Date of production of certificates in respect of delivery / miscarriage.
10. Date with the amount of maternity/ death benefit paid in advance of expected delivery.
11. Date with amount of subsequent payment of maternity benefit.
12. Name of the person nominated by the woman to receive the payment of the maternity benefit after her death.
13. If the woman dies, the date of death, the name of the person to whom maternity benefit amount waspaid, the month thereof and the date of payment.
14. Signature of the contractor authenticating entries in the register.
15. Remarks column for the use of inspecting officer.

Signature of Bidder with Seal

Appendix 'III'

LABOUR BOARD

Name of work:_____

Name of Contractor:_____

Address of Contractor:_____

Name and address of Construction division. /unit _____

Name of SBI Labour Officer:_____

Address of SBI Labour Officer:_____

Name of Labour Enforcement Officer:_____

Address of Labour Enforcement Officer:_____

Sl. No	Category	Minimum Wage Fixed	Actual wage paid	Number Present	Remarks

Weekly holiday_____Wage period _____

_____Date of payment of Wages_____

_____Working hours Rest interval

_____

Signature of Bidder with Seal

Form-XIII (See Rule 75)

Register of Workmen Employed by Contractor

Name and address of contractor_____

Name and address of establishment under which contract is carried on

_____

Nature and location of Work_____

Name and address of Principal Employer_____

Sl. No	Name and surname of Workman	Age and Sex	Father's/ Husband's	Nature of employment /	Permanent home address of the workman (Village and Tehsil,	Local Address	Date of commencement of employment	Signature or thumb impression of the workman	Date of Termination	Reasons For	Remarks
1	2	3	4	5	6	7	8	9	10	11	12

Signature of Bidder with Seal

Form-XVI (See Rule 78(2)(a)

Muster Roll

Name and address of the contractor_____

Name and address of establishment under which contract is carried on
_____

Nature and location of work_____

Name and address of Principal Employer_____

For the month offortnight_____

SN	Name of workman	Sex	Father's/ Hu	Dates					Remarks
1	2	3	4	5					6
				1	2	3	4	5	

Signature of Bidder with Seal

Form –XVII (See Rule 78(2)(a))

Register of Wages

Name and address of the contractor_____

Name and address of establishment under which contract is carried on_____

Nature and location of work_____

Name and address of Principal Employer_____

Wages period_____Monthly/fortnightly

Sl. No	Name of workman	Serial No. in the register	Designation Nature of work	No. of days worked	Units of work done	Daily rate of wages/ piece	Basic Wages
1	2	3	4	5	6	7	8

Signature of Bidder with Seal

	9	Dearness allowances
	10	Overtime
	11	Other cash payments(Indic ate nature)
	12	Total
	13	Deductions if any, (indicate nature)
	15	Signature or thumb impression of the workman
	16	Initial of contractor or his representative

Signature of Bidder with Seal

Appendix 'VII A'

Wage Card

Wage Card No._____

Name and address of the contractor_____Date of issue_____

Name and location of work_____Designation_____

Name of Workman_____ Month/fortnight---------- Rate of Wages

_____

DATE																															
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
M																															
E																															
Ini																															

Rate__ Amount_____

Received from_____the sum of Rs._____on account of my wages.

Signature

The wage card is valid for one month from the date of issue

Appendix 'VII B' (Reverse)

Form-XIX

(See rule 78(2)(b))

Wages Slip

Name and address of the contractor_____

Name and Father's/Husband's name of workman_____

Nature and location of work_____

For the Week/Fortnight/Month ending_____

1. No. of days worked ___
2. No. of units worked in case of piece rate workers_____
3. Rate of daily wages/piece rate_____
4. Amount of overtime wages_____
5. Gross wages payable_
6. Deduction, if any_____
7. Net amount of wages paid_____

Initials of the Contractors or his representative

Signature of Bidder with Seal

Appendix 'VIII'

Employment Card

Form-XIV (See rule 76)

Name and address of the contractor_____

Name and address of establishment under which contract is carried on_____

Nature of work and location of work_____

Name and address of Principal Employer_____

1. Name of Workman_____
2. S No. in the register of workman employed_____
3. Nature of employment/designation_____
4. Wage rate (with particulars of unit in case of piece work)_____
5. Wages period_____
6. Tenure of employment_____
7. Remarks_____

Signature of contractor

Appendix 'IX'

Form-XV (See Rule 77)

Service Certificate

Name and address of the contractor_____

Nature and location of work_____

Name and Address of workman_____

Age or date of birth_____

Identification marks_____

Father's/Husband's name_____

Name and address of establishment in under which contract is carried on_____

Name and address of Principal Employer_____

Sl. No	Total period for which Employed		Nature of work done	Rate of Wages (with particulars of unit in case of piece work)	Remarks
	From	To			
1	2		4	5	6

Signature

Signature of Bidder with Seal

Appendix 'X'

LIST OF ACTS AND OMISSIONS FOR WHICH FINES CAN BE IMPOSED

In accordance with rule 7 (v) of the Contractor's Labor Regulations to be displayed prominently at the site of work both in English and local Language.

1. Willful insubordination or disobedience, whether along or in combination with other.
2. Theft fraud or dishonestly in connection with the contractors beside a business or property of Department.
3. Taking or giving bribes or any illegal gratifications.
4. Habitual late attendance.
5. Drunkenness fighting, riotous or disorderly or indifferent behavior.
6. Habitual negligence.
7. Smoking near or around the area where combustible or other materials are locked.
8. Habitual indiscipline.
9. Causing damage to work in the progress or to property of the Department or of the contractor.
10. Sleeping on duty.
11. Malingering or slowing down work.
12. Giving of false information regarding name, age, father's name etc.
13. Habitual loss of wage cards supplied by the employers.
14. Unauthorized use of employer's property of manufacturing or making of Unauthorized particles at the work place.
15. Bad workmanship in construction and maintenance by skilled workers which is not approved by the Department and for which the contractors are compelled to undertake rectification.
16. Making false complaints and/or misleading statements.
17. Engaging on trade within the premises of the establishments.
18. Any unauthorized divulgence of business affairs of the employees.
19. Collection or canvassing for the collection of any money within the premises of an establishment unless authorized by the employer.
20. Holding meeting inside the premises without previous sanction of the employers.
21. Threatening or intimidating any workman or employer during the working hours within thepremises.

Signature of Bidder with Seal

Appendix 'XI'

Form-XII (See Rule 78(2)(d))

Register of Fines

Name and address of the contractor_____

Name and address of establishment in under which contract is carriedon_____

Nature and location of work_____

Name and address of Principal Employer_____

Sl. No	Name of workman	Father's/Husband's name	Designation/ nature of employment	Act/Omission For which fine imposed	Date of Offence
1	2	3	4	5	6

Whether workman Showed cause against fine	Name of person in who se presence employees explanation was heard	Wage period and wages payable	Amount of fine imposed	Date on which fine realized	Remarks.
7	8	9	10	11	12

Signature of Bidder with Seal

Appendix 'XII'

Form-XX (See Rule 78(2)(d))

Register of Deduction for Damage or Loss

Name and address of the contractor_____

Name and address of establishment in under which contract is carriedon _____

Nature and location of work_____

Name and address of Principal Employer_____

Sl. No	Name of workman	Father's/Husband's name	Designation/nature of employment	Particulars of damage or loss	Date of damage o
1	2	3	4	5	6

Whether workman showed cause	Name of person in whose presence emplo	Amount of deduction imposed	No. of installments	Date of recovery		Remarks
				First installment	Last installment	
7	8	9	10	11	12	13

Signature of Bidder with Seal

Appendix 'XIII'

Register of Advances

Name and address of the contractor_____

Name and address of establishment in under which contract is carriedon_____

Nature and location of work_____

Name and address of Principal Employer_____

Sl. No.	Name of workman	Father' s/Husband' s name	Designation nature of	Wage period and wages payable	Date and Amount of	Purpose(s) for which Advance made	Number of Installments by which advance to be repaid	Date and amount of each installments repaid	Date on which last Installments was repaid	Remarks
1	2	3	4	5	6	7	8	9	10	11

Signature of Bidder with Seal

Appendix 'XIV'

Form-XXIII (See Rule 78(2)(e))

Register of Overtime

Name and address of the contractor_____

Nameand address of establishment in under which contract is carried on _____

Nature and location of work_____

Name and address of Principal Employer _____

Sl. No.	Name of workman	Father's/husband's name	Sex	Designation /natur	Date on which Overtime worked	Total overtime worked or production in case of piece rated	Normal rate of wages	Overtime rate of wages	Overtime earnings	Rate on which overtime wages	Remarks
1	2	3	4	5	6	7	8	9	10	11	12

Signature of Bidder with Seal

Appendix-XV (FORM 3)

INDENTURE FOR SECURED ADVANCES

(Referred to in paragraphs 10.2.20 and 10.2.22 of CPWACode)

Signature of Bidder with Seal

(For use in cases in which the contract is for finished work and the contractor has entered into an agreement for the execution of a certain specified quantity of work in a given time)

THIS INDENTURE made the…… day of ……..20……. BETWEEN

…… (hereinafter called the Contractor which expression shall where the context so admits or implies be deemed to include his executors administrators and assigns) of the one part and the IITB (hereinafter called the IITB which expression shall where the context so admits or implies be deemed to include his successors in office and assigns) of the other part.

WHEREAS by an agreement dated..... (hereinafter called the said agreement) the Contractor has agreed AND WHEREAS the Contractor has applied to the ~~IITB~~ IITB that he may be allowed advances on the security of materials absolutely belonging to him and brought by him to the site of the works the subject of the said agreement for use in the construction of such of the works as he has undertaken to execute at rates fixed for the finished work (inclusive of the cost of materials and labour and other charges) AND WHEREAS the IITB has agreed to advance to the Contractor the sum of Rupees..... on the security of materials the quantities and other particulars of which are detailed in Accounts of Secured Advances attached to the Running Account Bill for the said works signed by the Contractor on..... and the IITB has reserved to himself the option of making any further advance or advances on the security of other materials brought by the Contractor to the site of the said works. Now THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rupees..... on or before the execution of these presents paid to the Contractor by the IITB (the receipt whereof the Contractor does hereby acknowledge) and of such further advances (if any) as may be made to him as aforesaid the Contractor does hereby covenant and agree with the IITB and declare as follows:-

(1) That the said sum of Rupees..... so advanced by the IITB to the Contractor as aforesaid and all or any further sum or sums advanced as aforesaid shall be employed by the Contractor in or towards expediting the execution of the said works and for no other purpose whatsoever.

(2) That the materials detailed in the said Account of Secured Advances which have been offered to and accepted by the IITB as security are absolutely the Contractor's own property and free from encumbrances of any kind and the contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the Contractor indemnifies the IITB against all claims to any materials in respect of which an advance has been made to him as aforesaid. That the materials detailed in the said Account of Secured Advances and all other materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereinafter called the said materials) shall be used by the Contractor solely in the execution of the said works in accordance with the directions of the Divisional Officer Division (hereinafter called the Divisional Officer) and in the term of the said agreement.

(3) That the Contractor shall make at his own cost all necessary and adequate arrangements for the proper watch, safe custody and protection against all risks of the

said materials and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and on his own responsibility and shall at all times be open to inspection by the Divisional Officer or any officer authorised by him. In the event of the said materials or any part thereof being stolen, destroyed or damaged or becoming deteriorated in a greater degree than is due to reasonable use and wear thereof the Contractor will forthwith replace the same with other materials of like quality or repair and make good the same as required by the Divisional Officer.

(4) That the said materials shall not on any account be removed from the site of the said works except with the written permission of the Divisional Officer or an officer authorised by him on that behalf.

(5) That the advances shall be repayable in full when or before the Contractor receives payment from the clients of the price payable to him for the said works under the terms and provisions of the said agreement. Provided that if any intermediate payments are made to the Contractor on account of work done than on the occasion of each such payment the clients will be at liberty to make a recovery from the Contractor's bill for such payment by deducting there from the value of the said materials then actually used in the construction and in respect of which recovery has not been made previously, the value for this purpose being determined in respect of each description of materials at the rates at which the amounts of the advances made under these presents were calculated.

(6) That if the Contractor shall at any time make any default in the performance or observance in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing to the clients shall immediately on the happening of such default be repayable by the Contractor to the clients together with interest thereon at twelve per cent per annum from the date or respective dates of such advance or advances to the date of repayment and with all costs charges, damages and expenses incurred by the clients in or for the recovery thereof or the enforcement of this security or otherwise by reason of the default of the Contractor and the Contractor hereby covenants and agrees with the clients to repay and pay the same respectively to him accordingly.

(7) That the Contractor hereby charges all the said materials with the repayment to the clients of the said sum of Rupees and any further sum or sums advanced as aforesaid and all costs charges, damages and expenses payable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the powers contained therein if and whenever the covenant for payment and repayment herein before contained shall become enforceable and the money owing shall not be paid in accordance therewith the Clients may at any time thereafter adopt all or any of the following courses as he may deem best :-

(a) Sieze and utilize the said materials or any part thereof in the completion of the said works on behalf of the Contractor in accordance with the provisions in that behalf contained in the said agreement debiting the Contractor with the actual cost of effecting such completion and the amount due in respect of advances under these presents and crediting the Contractor with the value of work done as if he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the Contractor, he is to pay same to the Clients on demand.

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(b) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable or payable to the Clients under these presents and pay over the surplus (if any) to the Contractor.

(c) Deduct all or any part of the moneys owing out of the security deposit or any sum due to the Contractor under the said agreement.

(8) That except in the event of such default on the part of the Contractor as aforesaid interest on the said advance shall not be payable.

(9) That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been herein before expressly provided for the same shall be finally resolved as per provisions of clause 25 of the contract.

In witness whereof the said ……and .....by the order and under the direction of the IITB have hereunto set their respective hands the day and year first above written.

Signed, sealed and delivered by…….. the said contractor in the presence of

.....

.....

.....

.....

Signature ……

Witness Name …….. Address

……. Signed by……..

by the order and direction of the IITB in the presence of

Signature ……

Witness Name …….. Address

…….

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Appendix 'XV-A'

ESTABLISHING SITE LABORATORY AND TESTING OF MATERIALS

Equipment for conducting necessary tests including mandatory tests (as per CPWD Specifications) shallbe provided and installed at site in the well-furnished site laboratory by the Contractor at his own cost. Following is the suggestive list of laboratory equipment which should be, in general or as and when required, available for setting up of laboratory at site: -

Sl. No.	Equipment	Numbers
1.	200MT compression testing machine, electrical-cum- manually operated)	1
	Slump cone, steel plate, tamping rod, steel scale, scoop	10
3.	Vicat Apparatus with Desk pot	3
4.	Megger & earth resistance tester	3
5.	Pumps and pressure gauges for hydraulic testing of pressure Pipes	2
6.	Weighing scale platform type 100 Kg capacity	2
7.	Graduated glass measuring cylinder	As per requirement
8.	Sets of sieves of 450mm internal dia for coarse aggregate [100mm, 80mm, 40mm; 2mm; 12.5mm,10mm; 4.75mm complete with lid and pan]	3
9.	Sets of sieves of 20mm internal dia for fine aggregate [4.75mm; 2.36mm; 1.18mm; 600 microns; 300 microns & 150 micron, with lid and pan]	3
10.	Sieve Brushes and sieve shaker capable of 20mm and 300mm dia sieves, manually operated with timing switch	5
11.	Cube moulds size 70mmx70mmx70mm	30
12.	Cube moulds size 150mmx150mmx150mm	60
13.	Ultrasonic Test Equipment (For concrete)	3
14.	Hot air oven temp. Range 50°C to 300°C-sensitivity 1 degree	3
15.	Electronic balance 600gx0.1g., 10kg and 50 kg	4
16.	Physical balance weight up to 5 kg	4

17.	Digital thermometer up to 150oc	4
18.	Air Content of concrete testing machine	3
19.	Measuring jars 100ml, 20ml, 500ml	5 Nos each size
20.	Gauging trowels 100mm & 20mm with wooden handle	12
21.	Spatula 100mm & 20mm with long blade wooden handle	12
22.	Vernier calipers 12" & 6" size	6 each
23.	Digital PH meter least count 0.01mm	6 each
24.	Digital Micrometer least count. 0.01mm	6 each
25.	Digital paint thickness meter for steel 500 microns Range	3
26.	GI tray 600x450x50mm, 450x300x40mm,300x250x40mm	3 Nos each
27.	Electric Motor mixer 0.25 cum capacity	4
28.	Rebound hammer test digital rebound hammer	4
29.	Screw gauge 0.1mm-10mm, least count 0.05	6
30.	Water testing kit	3
31.	Motorized sieve shaker	3
32.	Pruning Rods 2 Kg weight length 40 cm and ramming face 25 mm2	4
33.	Extra Bottom plates for 15 cm cube mould	30
34.	Standard Vibration Table for gauging the cubes	2
35.	Pocket concrete penetrometer 0 to 50kg/ sq.cm	2
36.	Concrete temperature measuring thermometer with Brass protection sheath 0- 100 degree centigrade	4
37.	Mortar Cube vibrator	2
38.	Dial type spring balance preferable with zero correction knob capacity 100 kgs. reading to ½ kg.	2

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39.	Counter scale capacity 1 kg and 10 kg	2
40.	Iron Weight of 5 kg, 2 kg, 1 kg, 500 gm, 20 gm, 100 gm	2each
41.	Brass Weight of 50 gm, 2 gm, 10 gm, 5 gm, 2 gm, 1 gm	2each
42.	Measuring cylinder TPX or Poly propylene capacity 100 ml, 500 ml, 250 ml, 100 ml	2each
43.	Pyrex, corning or Borosil beakers with cover capacity 500 ml, 20 ml, 50 ml	3 each
44.	Wash Bottles capacity 500 ml	12
45.	Thermometers 1-100 degree centigrade / max. and Min/ Dry and wet with table	6
46.	Set of box spanner ratchet	3
47.	Hammer 1lb& 2lb	3 each
48.	Distance metre (of 100 metre)	2
49.	Hacksaw with 6 blades	3
50.	Measuring tape (5 metre)	4
51.	Depth gauge 2 cm	6
52.	Shovels& Spade	6
53.	Steel plates 5 mm thick 75x75 cm	6
54.	Plastic or G.I. Buckets 15 ltr, 10 ltr, 5 ltr	3each
55.	Wheel Barrow	12
56.	Floor Brushes, hair dusters, scrappers, wire brush, paint brushes, shutter steel plat oil, kerosene with stove etc.	12each
57.	Any other equipment for site tests as outlined in BIS and other relevant codes/specifications and as directed by the Engineer-in- Charge .	-

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SUGGESTIVE LIST OF PLANT AND EQUIPMENT AT SITE

APPENDIX – XVB

(Refer Clause 5.4)

Sl. No	Equipment	Numbers
1.	Builders hoist/Tower Crane	As per require
2.	Centralized concrete batch mix plant of minimum capacity 30 cum per hour (fully automatic with computerized	As per requirement
3.	Excavator cum loader (JCB 3D model or equivalent).	4
4.	Compressor machine minimum 20 CFM with rock Breaker.	4
5.	DG set of minimum capacity 62.5 KVA.	As per require
6.	Transit Mixers/ Mini batching plant (6 cum./hr.).	As per require
7.	Concrete pump	4
8.	Needle Vibrators.	10
9.	Screed leveler.	5
10	Plate Vibrator	10
11	Automatic Ring making machine (Reinforcement)	8
12	Dumper/Tipper	8
13	Reinforcement bending machine.	8
14	Reinforcement cutting machine.	8
15	Power driven earth rammer (Soil compactor).	4
16	Total station with rover.	2
17	Water tanker (Minimum capacity of 5000 liters)	4
18	Welding machine 400 Ampere	5
19	Screener for coarse sand and fine sand	5
20	Centrifugal mono block water pump minimum capacity 2 HP	5
21	Road roller 8 to 10 tons	1
22	Vibratory roller	1

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23	Drilling machine	5 Nos.
24	Shuttering & Necessary Props.	30000 sq.mt.
25	Double Steel Scaffolding & Staging materials	15000 sq.mt.
26	Air compressor	3 Nos.
27	Floor grinding / Polishing Machines,	5 Nos.
28	Mobile tower cranes	As per require
29	Desktop Computers (All in one)	6 Nos.
30	Laptop / I PAD for recording measurements at site	4 Nos.
31	Inspection Vehicle for coordination with various agencies and delivery of samples for third Party	As per require
32	Mobile Phones (with camera) for communication and instant photos.	8 Nos.
33.	Good Quality Camera for taking photographs & video recording of major activities for record purpose and for quality assurance	2 Nos.
34	Any other machinery required for compilation of the work as per decision of PMC/ Engineer in	As per require

Note:

1. The above list is only indicative and not exhaustive. The Bidder may be required to deploy more T&P as per requirement of work and as and when directed by the SBI/ PMC

2. All the above plants & equipment are to be deployed as and when required or directed by SBI/ PMC

Signature of Bidder with Seal

Appendix-XVI (Refer Clause 5.4)

Form of application by the Contractor for seeking Rescheduling of Milestones

1. Name of contractor
2. Name of work as given in the agreement
3. Agreement no
4. Estimated amount put tender
5. Date of commencement of work as per agreement
6. Period allowed for completion of work as per agreement
7. Date of completion stipulated in agreement
8. Period for which extension of time if has been given by authority in schedule 'F' previously

	Letter No. And date	Extension granted	
		Months	Days
(a) 1st extension			
(b) 2nd extension			
(c) 3rd extension			
(d) 4th extension			
(e) Total extension previously			

9. Reasons for which extension have been previously given (copies of the previous applications should be attached)
10. Period for which extension if applied for
11. Hindrances on account of which extension is applied for with dates on which hindrances occurred and the period for which these are likely to last (for cause under clause 5.2/ and 5.3)

Submitted to the authority indicated in schedule F with copy to the Engineer –in –Charge.

Signature of contractor Dated

Signature of Bidder with Seal

Appendix-XVI-A (Refer Clause 5)

Form of application by the Contractor for seeking Extension of Time

12. Name of contractor
13. Name of work as given in the agreement
14. Agreement no
15. Estimated amount put tender
16. Date of commencement of work as per agreement
17. Period allowed for completion of work as per agreement
18. Date of completion stipulated in agreement
19. Period for which extension of time if has been given by authority in schedule 'F' previously

	Letter No. And date	Extension granted	
		Months	Days
(a) 1st extension			
(b) 2nd extension			
(c) 3rd extension			
(d) 4th extension			
(e) Total extension previously			

20. Reasons for which extension have been previously given (copies of the previous applications should be attached)
21. Period for which extension if applied for
22. Hindrances on account of which extension is applied for with dates on which hindrances occurred and the period for which these are likely to last (for cause under clause 5.2/ and 5.3)

Submitted to the authority indicated in schedule F with copy to the Engineer –in –Charge or his.

Signature of contractor Dated

Signature of Bidder with Seal

Appendix-XVII

Reference of disputes and amount claimed for each dispute to the Conciliator. [Refer clause 25]

To

The ----------

.....……

.....

Subject: Reference of disputes and amount claimed for each dispute to the Conciliator for settlement of disputes relating to agreement number:

…….

Dear Sir,

In terms of clause 25 of the aforesaid agreement, particulars of which are given below, I/We hereby refer my / our disputes and amount claimed for each dispute to you for settlement in your capacity as Conciliator.

1. Name of applicant:
2. Whether applicant is Individual/Proprietorship Firm/Partnership Firm/Company:
3. Full address of the applicant:
4. Name of the work and contract number for which arbitration is sought:
5. Name of the Division which entered into contract:
6. Contract amount:
7. Date of contract:
8. Stipulated date of start of work:
9. Stipulated date of completion of work:
10. Actual date of completion of work (if completed):
11. Total number of claims made:
12. Total amount claimed:
13. Date of intimation of final bill (if work is completed):
14. Date of payment of final bill (if work is completed):
15. Amount of final bill (if work is completed):
16. Date of claim made to The SBI/ PMC:
17. Date of receipt of decision from The SBI/ PMC:

I/We certify that the information given above is true to the best of my/our knowledge. I /We enclose the statement of claims with amount of each claim

Specimen signatures of the applicant (Only the person/authority who signed the contract should sign)

Copy to: PMC/ Engineer in Charge

Signature of Bidder with Seal

APPENDIX - XVIII

To

The

.....……

.....

Notice for appointment of Arbitrator [Refer to Clause 25]

Dear Sir,

In terms of clause 25 of the agreement, particulars of which are given below, I/we hereby give notice to you to appoint an arbitrator for settlement of disputes mentioned below:

1. Name of applicant
2. Whether applicant is Individual/Prop. Firm/Partnership Firm/Ltd. Co.
3. Full address of the applicant
4. Name of the work and contract number in which arbitration sought
5 Name of the Division which entered into contract
6. Contract amount in the work
7. Date of contract
8. Date of contract Date of initiation of work
9. Stipulated date of completion of work
10. Actual date of completion of work (if completed)
11. Total number of claims made
12. Total amount claimed
13. Date of intimation of final bill (if work is completed)
14. Date of payment of final bill (if work is completed)
15. Amount of final bill (if work is completed)
16. Date of request made to Reviewing Authority for decision
17. Date of receipt of Reviewing Authority's decision
18. *I/We hereby give consent for appointment of Arbitrator of--- --. An agreement as per Appendix- XVIII is enclosed. Or

* I/We do not give consent for appointment of Arbitrator of ---------.

I/We certify that the information given above is true to the best of my/our knowledge. I/We enclose following documents.

1. Statement of claims with amount of claims.

Yours faithfully,

Copy in duplicate to:

1. The Engineer –in-Charge

Specimen signatures of the applicant (Only the person/authority who signed the contract should sign)

Appendix XIX

Undertaking by the Contractor to have complied with the provisions of Contract Labour (Regulation & Abolition) Act & Rules, EPF and ESI Obligations.

(To be submitted along with each RA/ Final Bill) (Clause 7)

I……S/o Sh. ……. Authorized representative of M/s ……. do hereby declare and undertake as under:

1. That in the capacity of independent Contractor for M/s xxxxxxxxxxxxxxxxxxxxx. at ……., Contractor engaged by me on behalf of ---------- for the above said work, if any, have complied with the provisions of Contract Labour (Regulation & Abolition) Act, 1970 by holding a valid license under the Act and Rules thereto. I have paid the wages for the month of …… . These wages are not less than the minimum rates applicable to all the employees and no other dues are payable to any employee.
2. That I and the sub-contractor engaged by me for the above said work, if any, have covered all the eligible employees under Employees Provident Funds and Miscellaneous Provisions Act, 1952 and the Employees State Insurance Act, 1948 and deposited the Contributions for the months up to …..... And as such no amount towards EPF/ESI contributions, whatsoever is payable, is pending.
3. I, further declare and undertake that in case any liability pertaining to my employees or towards employees of the sub-contractor engaged by me for the above said work, if any, arises in future, I shall be fully responsible for all consequences. In case, any Liability is discharged by SBI. due to my/ my sub-contractor's lapse. I undertake to reimburse the same or xxxxxxxxxxxxxxxxx. is authorized to deduct the same from my dues at this Project or at any other Project.

Authorized Signatory (Name

& Seal of Company)

Date:_____

Witness:

1. _____
2. _____

Appendix-XX

INDENTURE FOR SECURED ADVANCES (Clause 10 B)

THIS INDENTURE made t h e …… day o f … ……..20……. BETWEEN

….....(Hereinafter called the Contractor which expression shall where the context so admits
or implies be deemed to include his executors' administrators and assigns) of the one part and the state bank of india (hereinafter called the SBI which expression shall where the context so admits or implies be deemed to include his successors in office and assigns) of the other part.

WHEREAS by an agreement dated…… (hereinafter called the said agreement) the Contractor has agreed AND WHEREAS the Contractor has applied to the SBI that he may be allowed advances on the security of materials absolutely belonging to him and brought by him to the site of the works the subject of the said agreement for use in the construction of such of the works as he has undertaken to execute at rates fixed for the finished work (inclusive of the cost of materials and labour and other Charge s) AND WHEREAS the President has agreed to advance to the Contractor the sum of Rupees
…….. on the security of materials, the quantities and other particulars of which are detailed in Accounts of Secured Advances attached to the Running Account Bill for the said works signed by the Contractor on ……..and the SBI has reserved to himself the option of making any further advance or
advances on the security of other materials brought by the Contractor to the site of the said works. Now THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rupees
……on or before the execution of these presents paid to the Contractor by the SBI (the receipt whereof the Contractor doth hereby acknowledge) and of such further advances (if any) as may be made to him as aforesaid the Contractor doth hereby covenant and agree with the SBI and declare as follows: -

(1) That the said sum of Rupees ……so advanced by the SBI to the Contractor as aforesaid and all or any further sum or sums advanced as aforesaid shall be employed by the Contractor in or towards expediting the execution of the said works and for no other purpose whatsoever.

(2) That the materials detailed in the said Account of Secured Advances which have been offered to and accepted by the SBI as security are absolutely the Contractor's own property and free from encumbrances of any kind and the contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the Contractor indemnifies the SBI against all claims to any materials in respect of which an advance has been made to him as aforesaid.

(3) That the materials detailed in the said Account of Secured Advances and all other materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereinafter called the said materials) shall be used by the Contractor solely in the execution of the said works in accordance with the directions of the PMC/ Engineer in Charge and in the term of the said agreement.

(4) That the Contractor shall make at his own cost all necessary and adequate arrangements for the proper watch, safe custody and protection against all risks of the said materials and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and on his own responsibility and shall at all times be open to inspection by the PMC/ Engineer in

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Charge or any officer authorised by him. In the event of the said materials or any part thereof being stolen, destroyed or damaged or becoming deteriorated in a greater degree than is due to reasonable use and wear thereof the Contractor will forthwith replace the same with other materials of like quality or repair and make good the same as required by the PMC/ Engineer in Charge.

(5) That the said materials shall not on any account be removed from the site of the said works except with the written permission of the PMC/ Engineer in Charge or an officer authorised by him on that behalf.

(6) That the advances shall be repayable in full when or before the Contractor receives payment from the SBI of the price payable to him for the said works under the terms and provisions of the said agreement. Provided that if any intermediate payments are made to the Contractor on account of work done than on the occasion of each such payment the SBI will be at liberty to make a recovery from the Contractor's bill for such payment by deducting there from the value of the said materials then actually used in the construction and in respect of which recovery has not been made previously, the value for this purpose being determined in respect of each description of materials at the rates at which the amounts of the advances made under these presents were calculated.

(7) That if the Contractor shall at any time make any default in the performance or observance in any respectof any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing to the SBI shall immediately on the happening of such default be repayable by the Contractor to the SBI together with interest thereon at twelve per cent per annum from the date or respective dates of such advance or advances to the date of repayment and with all costs Charge s, damages and expenses incurred by the SBI in or for the recovery thereof or the enforcement of this security or otherwise by reason of the default of the Contractor and the Contractor hereby covenants and agrees with the SBI to repay and pay the same respectively to him accordingly.

(8) That the Contractor hereby Charge s all the said materials with the repayment to the SBI of the said sum of Rupees ……and any further sum or sums advanced as aforesaid and all costs Charge s, damages and expenses payable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the powers contained therein if and whenever the covenant for payment and repayment herein before contained shall become enforceable and the money owing shall not be paid in accordance therewith the SBI may at any time thereafter adopt all or any of the following courses as he may deem best:-

(a) Seize and utilize the said materials or any part thereof in the completion of the said works on behalf of the Contractor in accordance with the provisions in that behalf contained in the said agreement debiting the Contractor with the actual cost of effecting such completion and the amount due in respect of advances under these presents and crediting the Contractor with the value of work done as if he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the Contractor, he is to pay same to the SBI on demand.

(b) Remove and sell by public auction the seized materials or any part thereof and out of the moneysarising from the sale retain all the sums aforesaid repayable or payable to the SBI under these presents and pay over the surplus (if any) to the Contractor.

(c) Deduct all or any part of the moneys owing out of the security deposit or any sum due to the Contractor under the said agreement.

(9) That except in the event of such default on the part of the Contractor as aforesaid

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interest on the said advance shall not be payable.

(10) That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been herein before expressly provided for the same shall be finally resolved as per provisions of clause 25 of the contract.

In witness whereof the said ……and.....by the order and under the direction
of the SBI have hereunto set their respective hands the day and year first above written.

Signed, sealed and delivered by…….

the said contractor in the presence of Signature ……

Witness Name …… …….. Address

……. Signed by……...

by the order and direction of the SBI in the presence of Signature ……

Witness Name …… …….. Address
……

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END OF PART B

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