

GEM BID NUMBER : **GEM/2024/B/4893219 DATE 26.04.2024**

Tender id -SBI/AHM/23-24/022

Date – 26.04.2024

TENDER DOCUMENT

COMPACTOR

FOR
**PROPOSED CONSTRUCTION OF
MULTI-STOREY BUILDING FOR STATE BANK OF INDIA
AT**

Plot No. 53-A, GIFT CITY, Gandhinagar, Gujarat

“PART (I) (B) – TECHNICAL BID

**FOR
COMPACTOR**

EMPLOYER



STATE BANK OF INDIA

The Asst. General Manager, Premises &
Estate Department, Local Head Office,
SBI Tower, Second floor, GIFT City, Plot
no. – 53A, Gandhinagar - 382355
Gujarat"

ARCHITECT & PROJECT MANAGEMENT CONSULTANTS

PREMNATH & ASSOCIATES

ARCHITECTS, INTERIOR DESIGNERS & PMC
DEVIDAS MANSION, 4, MEREWETHER ROAD,
FACING GATEWAY OF INDIA, MUMBAI
Tel: 022-61122786 / 22020786
Email: prempna@premnath.com

LETTER OF SUBMISSION FROM CONTRACTOR

To,
The Asst. General Manager,
Premises & Estate Department,
Local Head Office, SBI Tower,
Second floor, GIFT City,
Plot no. – 53A, Gandhinagar - 382355 Gujarat"

**Name of Work:- TENDER FOR PROVIDING AND FIXING OF
COMPACTORS**

Dear Sir,

We refer to the GeM Portal tender invited by SBI LHO for the above said work and having visited the Site and examined the Drawings, Conditions of Contract, Technical Specifications and Bill of Quantities. We offer to carry out and complete the whole of the work in conformity with Specification, and Bill of Quantities, for the sum as agreed with Bank.

We undertake to complete the job within the time stated in the appendix hereto.

We agree to keep the offer open for a period of 90 in days from the date of online bidding.

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

We send your herewith tender duly filled and hereby agree to pay all charges of whatever nature connected with preparation, stamping and execution of the said contract.

Dated this day of 2024

Signature in the capacity Partner/ Proprietor/ Director

Duly authorised to sign tenders for and on behalf of

(IN BLOCK CAPITALS)

Witness:

Signature _____

Address of _____

Name _____

Tenderer _____

Occupation _____

Names of the Partners of the
Firm or Directors of Contractors Company

Name(s) of the Bank (s) in which the
tenderer maintains an Account(s)

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NOTICE INVITING TENDERS

SBI invites E-tender (GeM Portal) through its Architect M/s. Premnath & Associates ““Online e-tenders through GeM portal

in three bid i.e. Pre-qualification of Contractor, Technical Bid and Indicative Price Bid” For PROVIDING AND FIXING OF COMPACTORS

FOR LHO BUILDING AT GIFT CITY GANDHINAGAR.

Please note that there will be E-reverse auction conducted and rates quoted after reverse auction will be final.

The details of tender are as under:

S/N	DESCRIPTION	
1.	Name of work	PROVIDING AND FIXING OF COMPACTORS FOR LHO BUILDING GIFT CITY GANDHINAGAR
2.	Nature of Work	PROVIDING AND FIXING OF COMPACTORS
3.	Time allowed for completion	45 (Forty five) Days from date of acceptance of work order.
4.	Estimated Project Cost	Rs. 67,91,716.00 (excluding GST)
5.	Earnest Money Deposit	The tenderer shall furnish EMD of Rs. 68,000/- In the form of Demand draft or banker's cheque drawn in favour of State Bank of India payable at Ahmedabad . Of any Nationalized Bank. No tender shall be considered unless the EMD is so deposited in the required form. No interest shall be paid on this EMD. [Those registered with MSME UDYAM need not submit EMD. Instead of DD, Valid MSME UDHYAM certificate shall be uploaded]
6.	Initial Security Deposit (ISD)	The amount of ISD shall be 2% of accepted value of tender including the EMD.
7.	Total Security deposit	5% of the final bill amount including 2% ISD.
8.	Start and end date for downloading of tender documents form Bank's website and uploading in GeM portal	26.04.2024 to 09.05.2024 At www.sbi.co.in under<Link><SBI in the news >procurement news.
9.	Date and time of Pre bid meeting	03.05.2024 at 3.00pm (venue – SBI,LHO ,Premises & Estate Dept, 3rd floor, SBI Tower, Second floor, GIFT City, Plot no. – 53A, Gandhinagar – 382355, Gujarat). Bidder should submit their query if any at this office on or before 02.05.2024
10.	Last date & time for submission of online Technical bid and Indicative Price Bid in Gem Portal	09.05.2024 by 03:00 PM

11.	Address at which EMD is to be submitted	Asst. General Manager (P & E) State Bank of India, SBI Tower, Second floor, GIFT City, Plot no. – 53A, Gandhinagar – 382355, Gujarat . DD for EMD should be submitted by 09.05.2024 at 3.00 pm , on above address.
12.	Date and time of opening of online Technical bid & Indicative Price bid	09.05.2024 at 03:30 PM
13.	Date & time for e-reverse auction	Date and time of e reverse auction shall be informed to only shortlisted bidders.
14.	E-Tendering will be conducted by our approved e-tendering consultant	NA
15.	Liquidated Damages	The liquidated damages shall be 0.5% per week subject to a maximum of 5% of contract value.
16.	Rates	Rates quoted shall be inclusive of all existing & future (including variation) taxes, duties, levies, royalties, transportation, other incidental charges, WCT etc. PVA Clause shall not be applicable. <u>Note: GST will be paid Extra as per Applicable norms.</u> If any tenderer puts any condition/anything/any taxes extra over and above their quoted rates the tender shall be summarily rejected.
17.	Defects Liability Period	12 Months from the date of Virtual Completion
18.	Validity of offer	Tenders shall remain valid and open for acceptance for a period of 3 (Three) months from the date of opening price bid.
19.	Value of Interim Certificate	Rs.35.00 lakh (No advance on materials / plant / machinery or mobilization advance shall be paid under any circumstances)
20.	Insurance	The contractor shall obtain all necessary insurance policies as per the governing laws applicable at the centre & shall require producing the original policy of Insurance& receipt of the premium as applicable in the matter to the Architect/Bank.
21.	Water and Electricity	Water and electricity will be arranged by the bidder for doing the work.

22.	Tenders can be downloaded from the bank's website www.sbi.co.in (link) <SBI In the news <Procurement News>. It shall be responsibility of the contractor to timely submit the technical and financial bid. SBI, in no case shall be responsible for site issues/ delay in tender submission
23.	The contractor shall read and understand each page of the tender document thereby ensuring the number and sequence of all pages.
24.	No conditions other than mentioned in the tender will be considered, and if given they will have to be withdrawn before submission of final quote; else their bid will be rejected.
25.	The SBI reserve their rights to accept or reject any or all the tenders, either in whole or in part without assigning any reason(s) for doing so and no claim / correspondence shall be entertained in this regard.
26.	Tenders received without EMD and Process Compliance Form shall be summarily rejected and such tenders shall not be allowed to participate in the Price bid process/ rejected/ not considered.
27.	In case the date of opening of tenders is declared as a holiday, the tenders will be opened on the next working same time.
28.	SBI has the right to accept / reject any / all tenders without assigning any reasons and no correspondence shall be entertained in this regard.
29.	Bank reserves right to cancel any / all tender sat any stage without assigning any reasons.
30.	The Bank reserves the right to accept the tender in full or in part and the tenderer shall have no claim for revision of rates or other condition if his tender is accepted in parts.
31.	In case the date of online tendering is declared as a holiday, the online tendering will be conducted on the next working day at the same time.
32.	SBI reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.
33.	It is vendor's/supplier's responsibility to be well prepared and get ready with GeM portal Tendering procedures & well equipped with all requirements. SBI will not take any responsibility of delay in submission due to EMD, slow internet connectivity, system failures etc.

GENERAL TERMS AND CONDITION

- 1.1 The Tenderer must obtain for himself on his own responsibility and at his own expenses all the information that may be necessary for the purpose of filling of this tender and before entering into a contract for execution of the same and must scrutinize the drawings and inspect the site of work and acquaint himself with all local conditions & matter pertaining thereto.
- 1.2 Conditional Tenders will be rejected.
- 1.3 Each page of the Original tender document is required to be signed by the person/ duly authorized persons submitting the tender in token of his/ their having acquainted himself/ themselves with the General Conditions etc. as laid down. Any tender with any of the documents not so endorsed may be/is liable to be rejected.
- 1.4 The tender forms must be filled in English and all entries must be made by hand and written in ink. If any of the documents is missing or unsigned, the tender shall be considered invalid.
- 1.5 All erasures and alterations made while filling the tender must be attested by the initials of the tenderer. Over writing of figures is not permitted. Failure to comply with either in any change in rates or conditions after submitting of the tender will not be entertained.
- 1.6 Earnest money deposit (EMD):-
 - 1.6.1 Tenderer shall deposit an amount of Rs. 68,000.00 as EMD in the form of Bank Demand Draft / Banker's Cheque drawn of any Nationalised Bank, in favour of **M/s. STATE BANK OF INDIA payable at Ahmedabad in separate sealed cover before opening of the technical bid.**
 - 1.6.2 Initial Security Deposit:-

The successful Tenderer to whom the contract is awarded shall deposit as Initial Security Deposit by Bank Demand Draft / Banker's Cheque a sum to make up 2% (Two Percent) of the value of accepted tender after the appropriation of the Earnest Money deposited by him. The successful Tenderer shall pay Initial Security Deposit within 07 (seven) days after receiving the letter of acceptance of his Tender.
 - 1.6.3 Retention Money:-

Apart from the Initial Security Deposit to be made by the Contractors as aforesaid, the Retention Money shall be deducted from Progressive Running Account Bills at 10% (Ten Percent) of the gross value of the work done and claimed in each Running Account bill. Provided that the total Security Deposit i.e. the Initial Security Deposit amount + the Retention amount shall both together not exceed 5% (five percent) of the Contract price as determined after considering all variations as approved.
- 1.7 Within 07 (seven) days of the receipt of intimation from the Architect/ Employer

of the acceptance of tender, the successful Tenderer shall be bound to implement the contract by signing agreement in accordance with the Terms & Conditions of the contract attached therewith, on the written acceptance by the employer and the person so tendering, whether such formal contract is subsequently entered into/ or not.

- 1.8 All the compensation of other sums of money payable by the Contractor to the Employers under the terms of this contract may be deducted from the Security Deposit or from any sums that may become due to the Contractor on any account whatsoever in the event of the Security Deposit being reduced by reason of any such deduction; the Contractor shall within 15 (fifteen) days of being asked to do so make good by Demand Draft any such sums which may have been deducted from the security deposit.
- 1.9 Unless otherwise agreed or stipulated in this tender our Employers are not concerned with any rise or fall in the prices of any materials or labour on commencement of work. The rates quoted shall include all costs, allowances, excise, duties, sales tax, central taxes, Royalties, Octroi or any other charges including any enhanced labour rates etc. which may be enacted from time to time by the State and/ or the Central Government and shall remain valid till Virtual Completion of the work. Under no circumstances shall our Employer be held responsible for compensation or loss to the Contractor due to any increase in the cost of labour and/ or material etc. However GST will be extra and paid on actual basis.
- 1.10 The tenderer should thoroughly study works, conditions of contract, relevant specifications and rates quoted should cover cost of executing the items as per the relevant specification.
- 1.11 The tender drawings have been included in the tender document for general guidance of the Contractor for basic reference and evaluation at our office. Detailed working drawings, details of construction features etc. shall be supplied from time to time for execution of works, which shall be deemed to be with provision of contract and scope of work.
- 1.12 The tender shall remain valid for acceptance for a period of 90 days from date of online bidding.
- 1.13 Our Employers do not bind themselves to accept the lowest or any tender and reserve to themselves the right to accept or reject any or all tenders, either in whole or in part, without assigning any reasons whatsoever for doing so.
- 1.14 Tender document in which tender is submitted by a Tenderer shall become the property of the Employer and the Employer shall have no obligation to return the same to the Tenderer.
- 1.15 Tenders not giving the full particulars as mentioned above or as called for in the Special Conditions or not complying with any of the conditions set forth above or therein are liable to summary rejection. For any clarification of technical details you may contact Mr Nilesh Kolekar Authorized Person (M/s Premnath & Associates) Phone no. +91-22-61122786 / 22020786. Regarding location and inspection of the project site the Tenderers/ Bidder may contact Sh S Chakraborty of Authorized person - SBI LHO Premises & Estate Department , SBI LHO office Building, Second floor, Gift City, Gandhinagar Gujrat -382355 and can meet for any clarifications, preferably between 3.00 pm to 6.00 pm with prior intimation/

appointment.

Site address is Plot No. 53-A, GIFT CITY, Gandhinagar, Gujarat.

- 1.16 Pre- bid meeting will be arranged **on 03.05.2024 (Friday) at 3.00 pm hours** for all applicants at the below mentioned address. Maximum two authorized persons from each firm are allowed to attend pre-bid meeting.

The AGM(P&E),SBI LHO Premises &
Estate Department, SBI LHO office
Building, SBI Tower, Second floor, GIFT
City, Plot no. – 53A, Gandhinagar –
382355, Gujarat

FOR & ON BEHALF OF STATE BANK OF INDIA
PREMNATH & ASSOCIATES

1. INSTRUCTIONS TO TENDERER

2.1. Tenders must be submitted online in GeM portal in stage i.e. Pre-Qualification of Contractor, Technical Bid and Indicative Price Bid for “Providing and fixing of Compactors for State Bank of India at Gift City, Gandhinagar, Gujarat.”. The Technical Bids and sealed indicative bid will be **opened at 09.05.2024 at 3.00 pm**.

- a) Any tender delivered or sent otherwise will be at the risk of the Tenderers.
- b) The Employer reserves the right to postpone the date for presentation of tenders and will give timely notice of any such postponement to the prospective Tender.
- c) The following tenders are liable to rejection:-
- d) Tender forms containing "over written" or "erased" rate or rates and amount shown in "figures and "words" not in English.
- e) Tender quoting rates on units different from those prescribed in the schedules.
- f) Tender which omits a quotation on one or more of the items in the schedule.
- g) Tender which is incomplete, obscure or irregular.
- h) Tender with rates which are obviously unbalanced.
- i) Tender in respect of which any request from the Tenderer is received in of additions, alterations, modifications, corrections, etc., of the term conditions or rates after opening of tenders.
- j) Tender in respect of which canvassing in any form is resorted to by the Tenderer
- k) Tender received after the time and date specified above even if due to post or other Delays.

2.2. If the Tenderer deliberately gives wrong information in his tender or circumstances for the acceptance of his tender the Employer reserves the right to reject such tender at any stage.

2.3. No modifications to the specifications, item descriptions, contract clause etc. will, , be entertained in technical bid.

2.4. By submitting a tender for the work, a Tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the work, that the rates quoted by him in the tender will be adequate to complete such work according to the specifications and conditions attached thereto and he has taken into account all conditions and difficulties that may be encountered during its progress and to have quoted labour and material rates, which shall include cost of materials with taxes, Octroi, Royalties, VAT and other duties, lead, lift, loading and unloading freight for materials, and all other charges including the furnishing of all plant, equipment, tools, scaffolding and other facilities and services necessary or

proper for the completion and maintenance of the work, except such as may be otherwise expressly provided in the contract documents for the completion and maintenance of the work to the entire satisfaction of the Architect/ Employer. The TDS amount on prevailing rate shall be deducted from Contractor's Running Account/ Final bills and paid to the Government. However, GST will be paid extra as actual.

2.5. The successful Tenderer shall make his own arrangements for all materials except as specified in the contract if any.

2.6. The quantities shown if any in the attached schedule are given as a guide and are approximate only and are subject to variation according to the needs of the

Employer. The Employer accepts no liability for their accuracy. The Employer does not guarantee work under each item of the schedule.

- 2.7. Each tender shall be signed by the Tenderer with his usual signature. Tender by partnership or Hindu joint family firm may be signed in the firm's name by one of the partners or the Karta or Manager as the case may be or any other duly authorized representative followed by the name and designation of the persons so signing. Attested copy of the Partnership Deed must accompany the tender of any Partnership firm. Tenders by a Company shall be signed with the name of the Company by a person authorized on this behalf and a Power of Attorney or other satisfactory proof showing that the person signing the tender document on behalf of the Company is duly authorized to do so, shall accompany the tender. The Employer will not be bound by any Power of Attorney granted by the Tenderer. It may, however recognize such Power of Attorney and changes after obtaining proper legal advice, the cost of which may be chargeable to the Contractor.

2.8. Tenderer should note

- 2.8.1. With their quotations, the Tenderers shall sign all schedules, specifications, special conditions, etc, in token of acceptance thereof. The signature on the tender schedule alone shall also be deemed to be taken as acceptance of all these.
- 2.8.2. Signature of the Tenderer shall be attested by two responsible individuals who shall be persons of status, and their address, names, occupations shall be stated below their signatures.
- 2.9. If a Tenderer expires after the submission of his tender or after the acceptance of his tender the Employer may deem such tender as cancelled. If a partner of a firm expires after the submission of their tender, the Employer may deem such tender as cancelled if the firm does not retain its character
- 2.10. If the Tenderer has a relative employed in any capacity in M/s. Premnath & Associates/ State Bank Of India / SBI LHO, he shall inform the authority calling for tenders of the fact when submitting his tender, failing which his contract may be rescinded, if the fact subsequently comes to, he shall be liable to make good to the Employer any loss or damage from such cancellation to the like extent provided in the case of cancellation under clause of General Conditions of Contract.
- 2.11. No contract work, however petty, may be carried out except under or in accordance with a duly executed agreement or on a special written authority from authorized officer of the Employer.
- 2.12. No agreement is valid unless signed by the Contractor or his duly authorized agent and by a competent person on behalf of the Employer.
- 2.13. Further Details of drawings if not supplied with the Tender documents for the work may be seen in the office of M/s. Premnath & Associates during office hours.
- 2.14. The Form of Agreement, Form of Tender, Invitation to Tender, Instruction to Tender, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, Time Schedule and the rates and amounts accepted against the items of the Tender Schedule together with the Tender covering letter, and all correspondence entered into between the Employer and the Tenderer prior to the issue of the Letter of Intent and the Letter of Intent awarding the work and acceptance by tenderer shall form the contract.
- 2.15. If there is any conflict between any of the provisions in the Special Conditions and those in any of the other documents condition including GCC etc., referred, the provisions in the Special Conditions shall prevail.

- 2.16. If there be any difference between the description in the Specification, drawings and the works items in the Tender Schedule, the order of precedence shall be as under: a) B.O.Q. b) Tender Drawings issued 'Valid for Construction' c) Technical Specifications. Relevant IS Code/ NBC shall be followed wherever not specified/ covered in this tender.
- 2.17. It shall be clearly Noted that No import License will be made available for obtaining any material not available in India.
- 2.18. For item rate tender, tenderer shall quote their rates for individual items both in words and figures. Unit rate quoted in words shall prevail. If no rate is quoted is quoted for a particular item the contractor shall not be paid for that when it is executed.
- 2.19. The amount of each item shall be calculated and the requisite total is given. In case of discrepancy between the unit rate and total amount calculated from multiplication of unit rate and the quantity, the unit rate will govern and the amount will be corrected.
- 2.20. The tenderers need not quote their rates for which no quantities have been given. In case the tenderer quote the rates for such items those rates will be ignored and will not be considered during execution.
- 2.21. The tenderer should not change the units as specified in the tender. If any unit is changed the tender would be evaluated as per original unit and contractor will be paid accordingly. Also tenderer should not change or modify or delete the description of the item. If any discrepancy is observed he should immediately bring to the knowledge of the Architect/bank.

2.22. Opening of Tender

1. Acceptance of the tender will be intimated to the successful Tenderer through a letter of acceptance. The Contractor shall then be required to execute an Agreement within the time specified in the letter of acceptance. In the event of failure on the part of the Contractor to sign the Agreement within the specified time, the amount of Earnest Money shall be forfeited and the acceptance of his tender shall be considered as withdrawn.
2. The forfeiture of Earnest Money is to be considered as covering all losses, and liquidated damages notwithstanding any other provisions envisaged for losses, or penalties implied in the provisions of the contract.

Yours Faithfully,
(For and on behalf of SBI)

The AGM(P&E),
SBI LHO Premises & Estate Department,
SBI LHO office Building,
SBI Tower, Second floor,
GIFT City, Plot no. – 53A,
Gandhinagar – 382355,
Gujarat

ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT MADE ON THIS DAY between M/s. STATE BANK OF INDIA (hereinafter called "THE EMPLOYER") of the one part and Shri _____
M/s. _____ Registered under
Companies Act, 1956 and having its office at

(Hereinafter called "THE CONTRACTOR") of the other part.

3.1 WHEREAS "THE EMPLOYER" desires to engage one contracting agency for (as described under scope of works hereto) to be carried out for their " " Providing and fixing of Compactors - for Proposed New LHO Building for State Bank of India at Gift City, Gandhinagar, Gujarat.", as per the Architectural drawings, plans, sections, elevations etc. respectively prepared by their Architect, M/s, Premnath & Associates on the basis of above.

3.2 The term "Architect" and "Project Management Consultant" (PMC) in the said conditions shall mean the said M/s. PREMNATH and ASSOCIATES, 1st Floor, Devidas Mansion, 4, Merewether Road, Behind New Taj Hotel, Colaba Mumbai – 400 001, and shall include their heirs, legal representatives and assignees or in the event of his/ their death or ceasing to be the Architect for the purpose by the employer, such other person as shall be nominated for that purpose by the Employer, not being a person to whom the Contractor shall object for reasons considered to be sufficient by the Arbitrator, mentioned in the said conditions provided always that no person subsequently appointed to be entitled to disregard or overrule any previous decisions or approvals or directions given or expressed by the Architect for the time being.

3.3 In response to the tenders invited by EMPLOYER/ ARCHITECT, the CONTRACTOR have inspected the site and surroundings of the works specified in the tender documents and have before accepting the Contract, satisfied themselves by careful examination about the nature of the work and nature of the site and local

conditions, quantities nature and magnitude of work, the availability of labour and material necessary for the execution of work, the means of access

to work site, the supply of power and water thereto and the accommodation they may require and have made local and independent enquiries and obtained complete information as to the matters and things referred to, or implied in the Contract or having any connection therewith and have considered the nature and extent of all probable and possible situations, delays, hindrances, or interferences to or with the execution and completion of work to be carried out under the Contract being awarded hereunder and have examined and considered all other matters, conditions, and things and probable and possible contingencies thereto affecting the execution and completion of work and which might have influenced them in accepting the Contract.

3.4 The following documents annexed hereto and marked as Annexure as per numbers given against each of these documents, shall form the integral part of this Agreement as if these were fully incorporated herein and this Agreement together with all its Annexures are hereinafter referred to as the CONTRACT:

3.4.1 **Part-1** Pre Qualification criteria

3.4.2 **Technical bid** which includes:

Notice Inviting Tender (NIT)

Instructions to tenderers.

Articles of Agreements

Form of Offer

Appendix to NIT

Brief description of work

Special Notes & conditions to the contract

General Conditions of Contract

Special Conditions of Contract & Appendix

Contractors Labour rules and Regulations

Performa and Annexures

Preamble

Technical specification & drawings

Correspondence exchange to prior to letter of intent and awarding the work

3.4.3 Part 3- Bill of quantities for “ providing and fixing of Compactors”

3.5 The EMPLOYER has accepted the offer of the CONTRACTORS and the Contractor has agreed to execute the said Works, subject to the terms and conditions contained herein and those contained in Annexure referred herein, for the provision and the execution of the works mentioned in the CONTRACT at an amount of Rs(All inclusive) + GST will be extra.

3.6 Contractor shall not claim any other escalation in contract rate for rise in prices of materials/ labour etc. during the completion of work and shall complete the work at contracted rate which shall be valid for project period 3 Months from the date of commencement of work. In case of extension in the time period for execution of the contract beyond Project period 45 days, for the reasons of delay attributed to the Contractor, LD will be imposed.

NOW THESE PRESENTS WITNESSETH AND IS HEREBY AGREED AND DECLARED AS FOLLOWS:

3.7 The CONTRACTORS shall provide, execute and complete all the works mentioned in the CONTRACT and shall do and perform all other acts and things mentioned or described in the CONTRACT or which are to be implied there from or may be reasonably necessary for the completion of the said works and the times and in the manner and subject to the terms and conditions or stipulations mentioned in the CONTRACT.

3.8 It has been understood by the parties hereto that the EMPLOYER will have right to make reasonable changes in the drawings and designs during the Progress of the works without prejudice to the CONTRACT. Notwithstanding anything to the contrary contained in any of the Annexure hereto the CONTRACTORS shall commence the work on _____ and shall complete the same on or before ----- and the time shall be the essence of the CONTRACT. In consideration of the due provision, execution and completion of all the works, in terms of the CONTRACT the EMPLOYER does hereby agree with the CONTRACTORS that the EMPLOYER will pay to the

CONTRACTORS the respective amounts for the work actually done by them and approved by the EMPLOYER. Such Payments shall be made at such time and in such a manner as provided for in the CONTRACT.

3.8.1 The CONTRACTORS do hereby agree to pay such sums as may be due to the EMPLOYER for the service rendered or material supplied by the EMPLOYER to the CONTRACTORS as set out in the CONTRACT.

3.8.2 The Contractors do hereby agree that the amount of liquidated damages specified in conditions of contract/ special conditions of contract represents a genuine and fair estimate of the loss likely to be suffered by the EMPLOYER in the event of the works not being completed in time.

3.9 It is specifically and distinctly understood and agreed between the EMPLOYER and the CONTRACTORS that the CONTRACTORS shall have no right, title or interest in the site made available by the EMPLOYER for the execution of the works or in the building, structures or works executed on the said site by the CONTRACTORS in the goods articles, materials etc. brought on the said site (unless the same specifically belongs to the CONTRACTORS) and the CONTRACTORS shall not have or deemed to have any lien or charge whatsoever for unpaid bills and it will not be entitled to assume or retain possession or control of the site or structure and the EMPLOYER shall have an absolute and unfettered right to take full possession of the site and to remove the CONTRACTORS, their servants, agents and materials belonging to the CONTRACTORS lying in the site.

3.10 The CONTRACTORS shall be allowed to enter upon the site for execution of the works only for the purpose of executing the contract work and shall not have any claim, right, title or interest in the site or the structures erected thereon and shall not enter upon at anytime without assigning any reason.

3.10.1 The materials of "Providing and fixing of Compactors" - from the said site shall, unless otherwise expressly agreed under the CONTRACT, exclusively belong to the Employers and the CONTRACTORS shall have no right or claim over the same materials shall be disposed off as per the instructions of the EMPLOYER.

3.11 The dispute or difference if any, relating to this agreement or any document appended hereto shall be settled by arbitration under the provisions of Indian Arbitration & Conciliation Act, 1996 or any rules and regulations framed there under within the jurisdiction of Gujarat and the jurisdiction of arbitration shall be the city of Gandhinagar only.

3.12 All legal matters disputes shall be within the jurisdiction of Gandhinagar city.

IN WITNESS WHEREOF the parties have executed these presents on the day and the year first above written.

Signed and delivered for Signed and delivered for
and on behalf of Employer and on behalf of Contractor

WITNESSES 1

WITNESSES2

FORM OF OFFER

To,
The AGM(P&E),
SBI LHO Premises & Estate Department,
SBI LHO office Building,
SBI Tower, Second floor,
GIFT City, Plot no. – 53A,
Gandhinagar – 382355,
Gujarat

**Name of Work:- PROVIDING AND FIXING OF COMPACTORS
FOR LHO BUILDING GIFT CITY GANDHINAGAR**

Sir,

- 1 Having visited the site and examined the Drawings, Technical Specifications, Bill of Materials/ Schedule of Rates, for the work of the above named works, we offer to construct, complete and maintain the whole of the said works in conformity with the above tender documents/ drawings to be issued 'Valid for Construction' or such other sum as may be ascertained in accordance with the said Conditions of Contract.
- 2 We undertake to complete and deliver all the works comprised in the contract within the time stated in the Appendix and Annexure 1 here to.
- 3 We have independently considered the amount of liquidated damages shown in the Appendix hereto and agree that it represents a fair estimate of the loss likely to be suffered by you in the event of the works not being completed in time.
- 4 If our Tender is accepted, we will, when required, obtain the guarantees in approved format from a Bank (to be approved by you) to be jointly and severally bound with us in the sum named in the Appendix hereto for the due performance of the Contract under the terms of a Bond to be approved by you.
- 5 We agree to abide by this Tender for the period of 90 days from the date of online bidding and it shall remain binding upon us and may be accepted at any time before the expiry of the period or any extended period thereof.
- 6 Unless and until a formal Agreement is prepared and executed this Tender together with your written acceptance thereof shall constitute a binding Contract between us.
- 7 We agree and that if our Tender is accepted, we are to be jointly and severally responsible for the due performance of the Contract.

8 We accept your stand that you are not bound to accept the lowest or any tender you may receive, or you may reject all the tenders without assigning any reason whatsoever therefore any terms.

Datedday of.....2024.

Signature.....in the capacity ofduly authorized to sign tenders for an on behalf of.....(IN BLOCK CAPITALS)

WITNESS:

Signature.....Address of.....

Tender Name.....

Occupation.....

APPENDIX TO NIT

Sr. No	Description of work:	PROVIDING AND INSTALLATION OF COMPACTORS.FOR F MULTI- STOREY BUILDING FOR STATE BANK OF INDIA AT GIFT CITY, GANDHINAGAR, GUJARAT.
1	Name of EMPLOYER	: M/s. State Bank of India
2	Time allowed for execution of work	: 4 5 d a y s from the date of issue of work order .
3	Earnest Money Deposit (EMD)	: Rs. 68,000 Rupees (Sixty eight thousands only) in the form of D.D. / Banker's Cheque of any nationalized bank drawn in favour of 'State Bank of India' payable at Ahmedabad. EMD in other than specified form will be not be considered & their application will not be processed further. . [Those registered with MSME UDYAM need not submit EMD. Instead DD, Valid MSME UDHYAM certificate shall be uploaded]
4	Cost of Tender Document/sale of tender document	: Not applicable
5	Period of downloading of Tender Document and uploading in GeM portal	: From 26.04.2024 To 09.05.2024 upto 3.00 pm
6	Last date and time of online uploading of Technical bid & indicative price bid in GeM portal	: On or before 1500 hrs. on Date 09.05.2024
7	Address at which the <u>FMD & PROCESS compliance form</u> are to be submitted.	The AGM(P&E),SBI LHO Premises & Estate Department, SBI LHO office Building, SBI Tower, Second floor, GIFT City, Plot no. – 53A, Gandhinagar – 382355, Gujarat.
8	Date and time of opening of online Technical bid.	: <u>On 09.05.2024-at 3.30 pm</u>
9	Address at which the online <u>Technical bids</u> are to be opened.	The AGM(P&E),SBI LHO Premises & Estate Department, SBI LHO office Building, SBI Tower, Second floor, GIFT City, Plot no. – 53A, Gandhinagar – 382355, Gujarat
10	Online submission of price bids	Will be advised to qualified bidders separately

11	Validity of the tender	:	90 days from the date of online price bidding.
12	Total Security Deposit	:	10% of gross value of work in Running bills Subject to a maximum of 5% of the contract value.
13	Period of Commencement	:	07 days from the date of work order or the date of possession of site, whichever is later
14	Amount of liquidated damages for delay.	:	0.50 % of the Contract value per week subject to maximum of 5% of contract value.
15	Defects liability period.	:	12 months except as specifically specified

			under different items
16	Interval of interim bills.	:	Minimum 15 days
17	Minimum Gross Amount of Interim Bill.	:	Rs 35.00Lakhs subject to items
18	Period of certification of interim bills by the architect	:	7 Days (Seven days) working days
19	Time within which payment to be made after certificate.	:	75% of the net payment to be released in within 15 working days from date of receipt of Architect's certificate. Balance 25% to be released within 30 working days from the date of receipt of Architect's Certificate subject to satisfaction of client.
20	Release of Total Security Deposit (EMD, ISD & Retention Money) :-	:	<p>"50% of the Total Security Deposit (EMD, ISD & Retention Money) shall be refunded to the Contractor on":</p> <p>i) Issue of Virtual Completion Certificate by the Architects on recommendations by PMC.</p> <p>ii) Contractor's removal of his materials, equipment, labour force, temporary sheds/ stores etc. from the site, (excepting for a small presence required if any for the Defect Liability Period and approved 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.</p>
21	Digital Signature		You are advised to obtain digital signature at the earliest (if you do not already have). It is mandatory.

22	Agency for arranging online price bidding (online price bidding)	NA
23	Name of concerned engineer for any clarification.	Shri S Chakraborty CM(Civil), Contact No - 09779584740
24	Name and Address of the Architect	Premnath & Associates, Devidas Mansion, 4, Merewether Road, Facing Gateway Of India, Mumbai Tel: 022-61122786 / 22020786 Fax: 022-22875150 Email: prempna@premnath.com Website: www.premnath.com
25	Eligible Taxes	: A) Income Tax will be deducted at source as per Govt. guidelines. B) Reimbursement of GST will be made only on submission of proper GST invoice as per applicable GST provisions/Rules. The contractor should comply with the following. i) Contractor should have GST Registration number . ii) Invoice should specifically/separately disclose the amount of GST levied at applicable rate as per GST provisions/Rules. iii) In case of correction in the bills after scrutiny contractor should submit fresh bills for payment. iv) Contractor should timely file his GST return in accordance with the GST Provisions to enable the bank to claim the credit of GST paid to the contractor. v) GST number of the State Bank Of India for Gujarat State is <u>24AAACS8577K1ZV</u>
26	ADDITIONAL SECURITY DEPOSIT	Additional Security Deposit:- Additional Security deposit (ASD)/Additional performance Guarantee (APG) shall be applicable if the bid price is below 7.5 % of the estimated cost put to tender. The amount of such ASD/ APG shall be the difference between 92.5 % of estimated cost put to tender and the quoted price. Additional Security deposit (ASD)/Additional performance Guarantee (APG) will be submitted by the contractor within 07 days from the date of work order.

BRIEF DESCRIPTION OF WORK

Name of Work:- PROVIDING AND FIXING OF COMPACTORS FOR LHO BUILDING GIFT CITY GANDHINAGAR **Scope of Works**

SBI LHO Premises & Estate Department on behalf of State Bank of India (SBI) invites online sealed tenders for prequalification, technical bid and indicative price bid for the above said work. The scope of works to be executed as per specifications mentioned in the price bid by the contractors on award of work is as follows.

5.1 GENERAL

- 1 The project is proposed to be setup on Plot No. 53 - A, "STATE BANK OF INDIA AT GIFT CITY, GANDHINAGAR, GUJARAT. Proposed **Compactor Works for Reception, BM, AGM, DGM, GM WORKSTATIONS, CHAIRMAN, MD, CGM, CANTEEN TABLES, CHAIRS, MISCELLANEOUS WORKS ETC.** for State Bank of India has been designed as per the Architectural Controls of GIFTCL.
- 2 Proposed Office Building Compactor has been designed in accordance with national building code and relevant IS Standards.

5.2 Floor wise brief descriptions were described as follows:-

COMPACTORS
2ND FLOOR (SYSTEM 1)
DFMU:2200MMHX3660MMWX900MMD
SFMU:2200MMHX3660MMWX450MMD
BOX FILE: 5200
2ND FLOOR (SYSTEM 2)
DFMU:2200MMHX3660MMWX900MMD
SFMU:2200MMHX3660MMWX450MMD
BOX FILE: 4800
4TH FLOOR (SYSTEM 1)
DFMU:2200MMHX3660MMWX900MMD
SFMU:2200MMHX3660MMWX450MMD
BOX FILE: 2800
4TH FLOOR (SYSTEM 2)
DFMU:2200MMHX3660MMWX900MMD
SFMU:2200MMHX3660MMWX450MMD
BOX FILE: 2800
5TH FLOOR (SYSTEM 1)
DFMU:2200MMHX3660MMWX900MMD

SFMU:2200MMHX3660MMWX450MMD
BOX FILE: 2400
7TH FLOOR (SYSTEM 1)
DFMU:2200MMHX3660MMWX900MMD
SFMU:2200MMHX3660MMWX450MMD
BOX FILE: 2400
8TH FLOOR (SYSTEM 1)
DFMU:2200MMHX3660MMWX900MMD
SFMU:2200MMHX3660MMWX450MMD
BOX FILE: 2400
9TH FLOOR (SYSTEM 1)
DFMU:2200MMHX3660MMWX900MMD
SFMU:2200MMHX3660MMWX450MMD
BOX FILE: 2400
11TH FLOOR (SYSTEM 1)
DFMU:2200MMHX3660MMWX900MMD
SFMU:2200MMHX3660MMWX450MMD
BOX FILE: 2400

SPECIAL NOTES & CONDITIONS OF CONTRACT

Name of Work:- “PROVIDING AND FIXING OF COMPACTORS FOR LHO BUILDING GIFT CITY GANDHINAGAR

EMPLOYER: M/s STATE BANK OF INDIA.

6.1. General:

- 6.1.1. The proposed Office building is located on plot no. 53A, GIFT city, Gandhinagar, Gujarat. The proposed office building is a RCC structure having Lower, Intermediate and Upper basement, Ground and Upper 13 floors and Terrace floor with total construction area being Approx 30,000 Sq.mt.
- 6.1.2. The payment shall be made as per actual execution of works.
- 6.1.3. All works are to be completed in 45 DAYS time.
- 6.1.4. All or any extra work involved shall be got approved in writing from the Architect/ EMPLOYER before executing the same.
- 6.1.5. The contracted rate shall be exclusive of Goods and Service Tax (GST) applicable during construction period and completion of the work.
- 6.1.6. Contractor shall extend all sorts of help within his purview including scaffolding materials and labourers (chargeable basis) to other agencies working simultaneously in the same project.
- 6.1.7. The Contractor shall at his own cost arrange to obtain temporary electric supply from local electricity board authorities and shall bear all cost (deposit for temporary supply) Miscellaneous charges & consumption charges during the construction period and up to the stage of handing over the site shall be borne by the Contractor.
- 6.1.8. Water connection shall be arranged by Contractor at his own cost. Consumption charges during the construction and up to the stage of handing over of the site shall be borne by the Contractor.
- 6.1.9. The Contractor shall take out and submit to Employer a suitable Insurance Policy against Workmen's compensation/ Janata Policy /CAR policy/ Third party as per requirements. The policy shall be kept valid till the end of virtual completion of works.
- 6.1.10. Necessary PF & ESI contribution of Contractor's labourers will have to be paid by Contractor as per statutory authority's regulations and EMPLOYER shall be absolved of all the risk. Minimum wages to be paid by the contractor to lab ours

as per central government minimum wages act.

- 6.1.11. The defect liability period shall be as mentioned in appendix to condition of contract, annexed to this document.
- 6.1.12. Contractor shall appoint technically qualified personnel as approved by Consultant/ PMC and maintain a full time, qualified and experienced staff on site.
- 6.1.13. EMPLOYER and Architect have got right to appoint separate contracting agencies for work other than the scope of the tender except otherwise instructed.
- 6.1.14. In the event of work being split between the agencies, the Contractor shall provide all co-operation, liaison/ coordination etc. to the other sub agencies appointed thereof.
- 6.1.15. Installation, by the Employers and the rate of the Contractor shall be considered to be inclusive of such co-ordination, assistance etc. to be provided to the other agencies.
- 6.1.16. Value of all interim bills shall be minimum Rupees 35.00 lakh having minimum interval of 15 days. The Architects shall endorse and certify the bill to enable the Employers in releasing the payment to the contractor as per schedule of payment described in Appendix to Form of Tender .
- 6.1.17. The Contractor shall appoint/ retain at their own cost, licensed workman who shall work out and prepare and submit to Architect/ PMC necessary shop drawing details for all compactor works and shall take approval of the Architect/ PMC before execution of all such works.
- 6.1.18. The Employer reserves their right of adding, altering or deleting any items from the scope of the Contractor works for which no compensation of whatsoever type will be paid to the Contractor. This shall also include the profits and over heads or any other claims by the Contractors.
- 6.1.19. Time shall be the essence of the contract and the decision of the Architect/ PMC and/ or the employer in the matter of date of start, suspension and completion of the work shall be final and binding upon the Contractor.
- 6.1.20. Security/ Watchman:- The Contractor shall maintain at his cost, 24 hours/ watchman/ security system or watch and ward of materials/ property works and shall not allow any unauthorized persons to enter the premises/ building and on failure of the same, the Contractor shall be held liable for all costs & damages.
- 6.1.21. Total security deposit: The total Security Deposit shall comprise of:
 - a) Earnest Money Deposit.
 - b) Initial Security Deposit.
 - c) Retention Money

a) Earnest money deposit (EMD):-

Tenderer shall deposit an amount of Rs.68,000/- (Rupees Sixty eight thousand only) in the form of Bank Demand Draft / Banker's Cheque drawn on any nationalized bank , in favour of M/s STATE BANK OF INDIA payable at Ahmedabad in separate cover as detailed in NIT. Online tender submitted without submitting EMD at SBI , LHO Gandhinagar on or before last date as mentioned in NIT will not be considered for further on line processing. No interest on Earnest Money deposited by the tenderer shall be paid. The EMD of the unsuccessful Tenderers will be refunded within a reasonable period of time after the decision to award the work is taken. The EMD shall stand absolutely forfeited if the tenderer revokes his tender at any time during the period when he is required to keep his tender open for acceptance by the Employer, or if, the tender is accepted, the Contractor fails to pay the security deposit as stipulated/ or if he fails to commence the work within stipulated time.

b) Initial Security Deposit

The successful tenderer to whom the contract is awarded shall deposit as Initial Security Deposit by Bank Demand Draft / Banker's Cheque of nationalized bank a sum to make up 2% (two percent) of the value of accepted tender after the appropriation of the Earnest Money deposited by him. The successful Tenderer shall pay Initial Security Deposit within 07 (seven) days after receiving the letter of acceptance of his Tender. No Interest shall be paid on this Security Deposit. The Security deposit, either in whole or in part thereof, shall be forfeited in the event of the Contractor's failure to observe any terms of this Contract/ or non-compliance with

the conditions of the Contract. The Security Deposit amount will be adjusted or included in the Retention Money as per contract clause mentioned elsewhere in this Tender

c) Retention Money

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

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

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

the money so retained.

6.2 Addendum

Addendum to the tender document may be issued if required to clarify documents or to reflect modifications to the design or contract terms. Any addendum to this tender will be published on the bank's website only. Each bidder shall submit the same along with his tender. All addendum issued by the Architects shall become part of Tender Document.

6.3 Office accommodation at project site

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

6.4 Commencement of Work

- i) Immediately on issue of work order, the Employer shall ensure that the Architects or the PMC concerned as the case may be are issuing necessary detailed instructions to the contractor to commence the work forthwith.
- ii) The date of commencement of the work shall ordinarily be taken as the 07 th day after, the date of issue of work order or the date of handing over the site whichever is later.
- iii) The PMC shall verify that all the clearances are obtained from the local authorities for commencing the work.

6.5 Observance of Contract Labour Act 1970

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

(i) Registration of Establishment (Section 7).

The principal employer shall make an application to the registering officer in the prescribed manner for registration of establishment. The application for registration shall be made in triplicate in Form No.1 (Ref. Annexure 11.01) to the registering officer of the area in which the establishment sought to be registered is located. The

application shall be accompanied by the Treasury receipt showing payment of fees for the registration of the establishment. The application shall be either personally delivered to the registering officer or sent to him by registered post. The employer can not employ the contract labour in his establishment unless he registers under Section 7 of the Act.

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

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

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

a) Register of contractors in Form XII of the Contract Labour (Regulation & Abolition) Control Rules 1971 (Refer Annexure- 11.02).

b) Notice showing the rates of wages, hours of work, wage period, dates of payment of wages, names and address of the Inspectors having jurisdiction and date of payment of unpaid wages, shall be displayed in English and in Hindi and in local language, in conspicuous places at the work site.

c) Return intimating the actual date of the commencement or completion of each contract work, under each contractor, shall be submitted to the Inspector within 15 days from the commencement or completion of the work as the case may be. The return shall be filed in Form No. VI B (Refer Annexure 11.03).

d) The contractor on behalf of SBI (principal Employer) shall submit the annual return in duplicate in Form No. XXV (Annexure 11.04) to the Registering Officer concerned so as to reach him not later than the 15th February following the end of the year to which it relates. All the registers, records and notices shall be produced on demand before the Inspector or any other authority under the Act.

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

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

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

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

(iv) Welfare measures (Sections 16 to 19)

The welfare measures like canteen, rest rooms and other facilities to the contract labour are required to be provided by the contractor himself, but if any of the facilities is not

provided by the contractor, then it shall be provided by the employer within 7 days of the commencement of the employment of contract labour. However, all expenses incurred by the Bank in providing the amenity shall be recovered from the Contractor either by deductions from any amount payable to the contractor or as a debt payable by the contractor.

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

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

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

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

6.6 Program charts and Progress Report:

a) Within a 07 (seven) days' time after the acceptance of his Tender, the Contractor shall submit to the Project Management Consultant for his approval and/ or information a BAR Chart showing the order of procurement and method in which he proposes to carry out the works, a general description of the arrangements and methods which he proposes to adopt for the execution of the Works, the Machinery Equipment and Temporary Works which he intends to supply, use or construct as the case may be, the scheduling of samples, Shop Drawings and approvals from concerned authorities as required under the contract.

b) If the actual progress of the works does not conform to the approved chart, the Contractor shall be required to submit a revised programme and implement the same for the completion of the works within the stipulated time for completion.

c) List of personnel I. Authorized representative II. Technical & non-technical staff III. Skilled & unskilled labours IV. Security staff, deployed at site for on schedule completion of this contract.

d) This program shall be submitted by the contractor in consultation with Architect/PMC to the Employer. The submission to and approval by the Project Management Consultant of such programs shall not relieve the Contractor of any of his duties or responsibilities under the contract.

e) The monthly progress chart as given in annexure-11.05 indicating there in the program and progress achieved both physical and financial with reasons for short fall, if any, shall be sent by the Site Engineer/PMC to the Bank before 10th of the following month.

6.7 Co-ordination and Monitoring:

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

6.8 Testing of materials and approval:

Field Quality Plan (FQP)

The contractor shall prepare and submit the Field Quality Plan (FQP) clearly showing the tests to be performed, their reference IS codes, Frequency of tests, place of testing (Site laboratory or NABL accredited outside laboratory) for the schedule of testing of all materials received at site within 15 days from the date of commencement of work and shall seek necessary approval of PMC / Employer on it.

To ensure use of quality materials and to exercise proper quality control on the works, certain tests are to be undertaken regularly by the contractor during the progress of the work as per the provisions of the contract. Some of the important tests that are to be carried out on the materials are such as Ply, Laminates, Glass etc. and these shall be conducted as per the relevant BIS specifications/agreement at the Government approved Technical Institutes/Laboratories. Report on these tests shall be forwarded to the Architects/PMC who shall duly certify the results thereof are in order and the materials may be used in the work. If the results do not conform to the relative BIS, the architects shall take immediate appropriate action as per terms of contract.

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

Quality Assurance- Quality Assurance plan is to be maintained by the contractor to ensure

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

Measurement Sheets and Recording of measurements:

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

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

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

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

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

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

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

vii) The contractor shall give due notice to the Bank whenever any work is to be buried in the earth, concrete or in the bodies of walls or otherwise, becoming inaccessible later on, in order that the work may be inspected and correct dimension taken before such burial, in default whereof, the same at the opinion of the Bank, be either opened up for measurement at the contractor's expenses or no payment may be made for such material, should any dispute or difference arise after the execution

of any work as to measurements etc. or other matters which cannot be conveniently tested or checked. The notes of the Bank shall be accepted as correct and binding on the contractor.

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

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

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

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

a) The initial record of measurements will be done by the PMC along with contractor's authorized representatives mentioned in Para ii under this clause.

b) The Site Engineer should also certify along with the Architect wherever applicable, particularly where there is no separate supervision agency in the MB that

(a) the work has been executed as per specification and approved drawings, (b) no labour complaint is received so far against the contractor, (c) no water and electricity is drawn from the Bank by the contractor for his use, (d) the amount withheld against part rate payment is sufficient.

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

6.9 Certification of Bills and Payment:

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

i) The contractor shall prepare the bill (Refer Annexure 11.08) in triplicate on the basis of the item wise abstract of the total measured quantities as recorded in the MS. The tender items shall be serially reproduced in the bill. The extra or variation items which have been approved shall only be included in the bill. Such extra items shall be shown in the bill in separate sub-head along with references for approvals. The bills in triplicate shall be submitted to the Bank's Site Engineer/PMC.

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

a) The bill of quantities is as per the measurements recorded in the MS.

b) The rates for different items are as per accepted tender/quotation and/or the approved rates for variation.

c) The part rates are commensurate with the actual stage of work done and reasons for allowing part rates are briefly mentioned.

d) Deductions/rebate on account of retention money, or any item of work have correctly been shown in the bill.

e) Proper insurance cover as provided for in the contract and for proper value has been

taken by the contractor.

f) Test certificates for the materials used, concrete etc. required as per the contract have been enclosed.

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

a) Statement giving reasons for excessive variations i.e. above 20% in the quantities as compared to the tender quantities.

b) Statements showing the theoretical and actual consumption of Materials.

iv) The bill shall be thoroughly scrutinized and checked by the architects and sent to the Premises & Estate Department along with a certificate of payment in duplicate as per Annexure 11.09. The architects shall satisfy about compliance of all requirements as per the terms of contract.

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

a) A certificate for adhoc payment representing the percentage mentioned in the contract of the net amount payable shall be obtained from the architects.

b) The Employer/ Bank shall exercise a preliminary check on the bill including recovery statement for any materials supplied, and all other recoveries to be effected from the bill as per agreement.

c) It shall be ensured that the payment of bills including adhoc payments are made within the time stipulated in the contract.

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

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

b) He shall also ensure that (1) only approved extra/variation items are considered in the bill, (2) necessary certificates are recorded

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

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

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

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

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

6.10 Variations/extra items of work:

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

Deviations in the agreement would normally comprise of:-

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

6.11 Measurements for inadmissible items:

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

6.12 Site order book:

i) For issuing instructions to contractors in the course of day to day supervision of works, site order book shall be maintained by the Site Engineer/PMC in a prescribed form (Refer Annexure 11.11). Instructions should be prepared in triplicate and serially numbered. A copy of these instructions can be given to the contractor and architect for necessary action. While issuing such instructions, the contractor/his authorized representatives' signature shall be obtained on the office copy.

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

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

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

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

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

6.13 Hindrance Register:

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

6.14 Site Registers (Indicative only) :

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

i) Daily Progress record

ii) Site order book

iii) Materials register (Receipts, consumption, balances).

iv) Register of drawings and working details.

v) Log book of defects.

vi) Test reports of materials.

- vii) Lead register.
- viii) Daily labour register.
- ix) Variation order register.
- x) Hindrance register
- xi) Equipment test certificate register.

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

6.15 Extension of time:

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

i) If the contractor shall desire an extension of time for completion of work on the grounds that there having been unavoidable hindrances in execution or on any other ground he shall apply in writing in format enclosed at Annexure 11.13 to the architect within 30 days of the hindrance on account of which he desires such extension.

ii) The Site Engineer/PMC shall consider the application with reference to the reasonableness of the grounds cited therein and the recordings in the Hindrance register maintained at site (Performa enclosed at Annexure 11.10). They shall thereafter forward their comments/recommendations to the architects. The architects shall refer the case to the Employer along with their recommendations.

iii) The Employer on being satisfied about the reasonableness of the request of the contractors, in terms of the relevant contract conditions, may recommend a fair and reasonable extension of time in the format enclosed at Annexure-11.12 to the concerned authority for granting extension of time.

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

v) While granting extension of time, it shall be clearly stipulated that the extension of time is being given without prejudice to the Bank's right to recover liquidated damages under relevant contract clause.

vi) The letter granting extension of time is to be issued by the architects in a standard format at Annexure 11.14

vii) If the contractors fail to complete the work within the stipulated period, the extended time as above or if the delay in completion of the work is attributable to the contractor in any way whatsoever, liquidated damages shall be recovered from the contractor's dues as stipulated in the contract. The authority to decide as to whether liquidated damages are to be levied or not.

6.16 Substandard works and materials:

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

i) If any material or work is found to be unsound, imperfect, or inferior, from what is

specified in the contract, the contractor should rectify or re-execute the work or remove the material as the case may be within a reasonable time depending upon the nature of work. If the contractor fails to do so, the work shall be got redone or rectified or the material replaced through any other agency at the contractor's risk and cost as per the provisions of the contract.

ii) Under certain exceptional circumstances, when the substandard work done cannot be rectified or redone because of structural or other constraints, the matter shall be reported to the Architect and Bank's Engineers and if it is subsequently decided to accept the said work, payment for such work shall be allowed at a reduced rate arrived at keeping in view the nature and extent of deviation from the specifications or drawings.

6.17 DELINQUENCIES

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

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

6.18 DISQUALIFICATION ACTION AGAINST (DELINQUENCIES OF) CONTRACTOR The award of the under noted disciplinary action shall be considered. > a) Placing embargo on issue of tenders or temporary suspension from the Bank's approved list. > b) Permanent ban on issue of tenders and removal from the Bank's approved list.

PROCEDURE:

i) Correspondence on this subject shall be initiated (marked confidential) by the concerned Engineer in charge of project who discovered the contractor's

misdemeanors / delinquencies etc.

ii) The correspondence shall contain facts and proofs and not mere suspicions.

iii) No disqualification action shall be taken against a contractor by an officer below rank of DGM or the authority who have accorded approval for empanelment of prequalification.

iv) Record of disqualification action taken against contractors shall be maintained in a separate file as also in the concerned contractor's dossier.

6.19 Insurance:

The contractors under the terms of the contract are required to keep the works duly insured under CAR Policy(Contractor All Risk Policy) as well as third Party Insurance for minimum value of Rs. 5 Lakhs until the Completion of the project or handing over whichever is later. The Bank shall ensure that proper insurance policies are taken in the joint names by the contractors and the same are renewed at appropriate time. The policies taken out by the contractor shall be kept in safe custody of the concerned Department of the Bank. The Site Engineer/PMC shall ensure that insurance policies are in order while certifying the contractor's bills. The concerned authorities of the Bank shall also verify at the time of releasing payments to the contractors.

6.20 Third Party Insurance:-

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

Minimum Amount of Third Party Insurance

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

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

Accident or Injury to Workmen

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

Insurance against accidents etc to workmen

The contractor shall insure against such liability with an insurer approved by the SBI during the whole of the time any person employed by him on the works and shall, when required, produce to the architect/SBI such policy of insurance and receipt for payment of the current premium. Provided always that, in respect of any persons employed by any sub-contractor

the contractor's obligation to insure as aforesaid under this sub-clause shall be satisfied if the sub contractor shall have insured against the liability in respect of such persons in such manner that SBI is indemnified under the

policy but the contractor shall require such sub-contractor to produce to the Architect/SBI when required such policy of insurance and the receipt for the payment of the current premium.

Remedy on Contractor's failure to insure

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

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

6.21 Occupation certificate :

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

6.22 Completion of work and refund of security deposit:

i) The work shall be considered as complete only when the certificate of virtual completion is issued by the architects.

ii) The 'defects liability period' as prescribed in the contract shall commence only from date of such virtual completion.

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

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

6.23 Performance guarantees/manufacturers test certificates:

Once the work is certified as virtually complete, architects shall ensure that all the performance guarantees in respect of all the items as per the contract provisions are submitted by the contractor. The concerned Engineers of the Bank shall ensure that the final payments are released to the contractor only after obtaining such guarantees wherever specified.

6.24 Completion drawings:

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

6.25 Insurance:

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

6.26 Termination of Contract by the Bank:

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

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

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

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

- i. has abandoned the Contract, or
- ii. has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for 7 (seven) days after receiving from the Architects written notice to proceed, or
- iii. has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be complete with the time agreed upon , or
- iv. has failed to remove materials from the site or to pull down and replace work for 7 (seven) days after receiving from the Architects written notice that the said materials or work were condemned and rejected by the Architects under these conditions, or
- v. has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this Contract to be observed and performed by the Contractor

- for 7 (seven) days after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same, or
- vi. Has to the detriment of good workmanship or in defiance of the Architects instruction to the contrary sublet any part of the Contract.

Then in any of the said cases the Employer may notwithstanding any previous waiver, after giving 7 (seven) days notice in writing to the Contractor, determine the Contract but without thereby affecting the powers of the Architect, or the obligations and liabilities of the Contractor, the whole of which shall continue in force as fully as if Contract has not been determined and as if the works subsequently executed had been executed by or on behalf of the Contractor. And further, the Employer, may enter upon and take possession of the work and all plant, tools, scaffoldings, sheds, machinery, seam and other power utensils and material lying upon the premises or the adjoining lands or roads and use the same as his own property or may employ the same by means of his own servants and workmen carrying on and completing the works and the Contractor shall not in any way interrupt or to do any act, matter or things to prevent or hinder such other Contractor or other person or persons employed for completing and finishing or using the materials and plant for the works. When the works shall be completed or as soon thereafter as convenient, the Architect shall give a notice in writing to the Contractor to remove his surplus materials and plant, and should the Contractor fail to do so within a period of 14 (fourteen) days after receipt thereof by him the employer shall sell the same by public auction and shall give credit to the Contractor for the amount realized after deducting there from the costs of removal and sales by the Employer for the values of the said and the expenses or loss which the Employer shall have been put to in procuring the works to be completed and the amount, if any, owing to the Contractor and the amount which shall be so certified shall thereupon be paid by the Employer, to the Contractor, or, by the Contractor to the Employer, as the case may be, and the certificate of the Architect/ Employer shall be final and conclusive between the parties. On termination of the contract, the Contractor shall forthwith remove himself and his workmen from the works site.

6.27 No compensation for restrictions of work:

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

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

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

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

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

6.28 Suspension of work:

i) The contractor shall, on receipt of the order in writing of the Architect/SBI (whose decision shall be final and binding on the contractor) suspend the progress of works or any part thereof for such time and in such manner as Architect/SBI 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.

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

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

c) For safety of the works or part thereof.

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

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

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

6.29 Action when the whole security deposit is forfeited

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

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

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

c) To measure up the work of the contractor, and to take such part thereof as shall be unexecuted, out of his hands, and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would

have been paid to the original contractor, if the whole work had been executed by him (of the amount of which excess the certificates in writing of the Architects/Consultant shall be final and conclusive) shall be borne by original contractor and may be deducted from any money due to him by EMPLOYER under the contract or otherwise, or from his security deposit or the proceeds of sale thereof, or sufficient part thereof.

In the event of any of the above courses being adopted by the EMPLOYER the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any material or entered into any engagements or make

any advances on account of, or with a view to the execution of the work or the performance of the contract and in case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or to be paid any sum or any work thereto for actually performed under this contract, unless, and until the Architect/SBI will have certified in writing the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

6.30 Certificate of Payment

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

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

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

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

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

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

The contractor shall not submit interim bills when the approximate value of work done by him is less than Rs 35 lacs and the minimum interval between two such bills shall be 15 days.

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

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

Advance on non-perishable materials (Secured Advance)

No advance shall be made against non perishable materials.

6.31 Power Supply

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

6.32 Water supply :

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

i) That the water used by the Contractor shall be fit for work purpose to the satisfaction of the Architect/SBI.

ii) The Contractor shall make alternative arrangements for the supply of water if the arrangements made by the Contractor for procurement of water in the opinion of the Architect/SBI is unsatisfactory.

6.33 Videography and photography of Major activities at site:

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

7. GENERAL CONDITION OF CONTRACT

Name of Work:- PROVIDING AND FIXING OF COMPACTORS FOR LHO BUILDING GIFT CITY GANDHINAGAR

Employer : M/S. STATE BANK OF INDIA

7.1 Definitions and Interpretations:

In the contract (as hereinafter defined) the following words and expressions shall have the meanings hereby assigned to them, except where the context otherwise required: -

- A. "EMPLOYER/ CLIENT" means M/S. STATE BANK OF INDIA (having their office at Gandhinagar – 382355, and shall include his/ their heirs, legal representatives, assignees and successors.
- B. "CONTRACTOR" shall mean the individual or firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative or such individual or the persons, comprising such firm or company or the successors of such firm or company and the permitted assigns of such individual or firm or company.
- C. "ARCHITECT" shall mean M/s. Premnath & Associates (having their office at 4, Merewether Road, Devidas Mansion, 1st floor, Behind New Taj Hotel, Colaba Mumbai - 400 001) engaged by the State Bank of India to act as Architect for the purpose of the contract and shall include his/ their heirs, legal representatives, assignees and successors.
- D. "PROJECT MANAGEMENT CONSULTANTS" shall also mean M/s. Premnath & Associates (having their office at 4, Merewether Road, Devidas Mansion, 1st floor, Behind New Taj Hotel, Colaba Mumbai - 400 001) engaged by the State Bank of India to act as PMC for the purpose of the contract and shall include his/ their heirs, legal representatives, assignees and successors.
- E. "CONSULTING ENGINEER" means Sub-Consultant retained by the Architect or Employer for designing of Structural/ Electrical/ Mechanical/ Sanitary and Plumbing works includes his/ their heirs, legal representatives, assignees and successors.
- F. "CONTRACT" means the documents forming the tender and acceptance thereof together with documents referred to therein or individual works orders in the case of terms of contracts including the General Conditions of Contract, Special Conditions, the Appendix, Bill of Quantities, Schedule of rates and prices or the rates quoted, scope of work, Specifications, Drawings and the Contract Agreement if completed and all these documents correspondence prior to letter of intent awarding another work as applicable taken together shall be deemed to form to Contract and shall be complementary to one another.

- G. "CONTRACT PRICE" means the sum named in the letter of acceptance or the contract subject to such additions thereto or deductions there from as may be made under the provisions hereinafter contained in the contract.
- H. i) "WORK" Works means all the works specified or set forth and required in and by the said specifications, drawings and schedule hereto annexed or to be implied there from and shall include both permanent works and temporary works, whether original, altered, substituted or additional, to be executed in accordance with the contract.
- ii) "PERMANENT WORKS" means the permanent works to be executed and maintained in accordance with the contract.
- iii) "TEMPORARY WORKS" means all temporary works of every kind (other than Contractor's Equipment) required in or about the execution and completion of the Works and the remedying of any defects therein.
- I. "SPECIFICATION" means the specification referred to the tender and any modification thereof or addition thereto as may from time to time be furnished or approved in writing by the Architect.
- J. "DRAWINGS" means the drawings, maps, plans & tracings or prints there of or referred in the contract, any modification of such drawings approved in writing by the Architect and such other drawings as may from time to time be furnished or approved in writing by the Architect.
- K. "SITE" shall mean the land and/ or other places 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 allotted or used for the purpose of carrying out the contract.
- L. "NOTICE" in writing or written notice means a notice in writing typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addresses and shall be deemed to have been received when in the ordinary course of post it would have been delivered.
- M. "APPROVED" means approved in writing including subsequent written confirmation of previous verbal approval and "Approval" means approved in writing including as aforesaid.
- N. "MONTH" means month according to Gregorian calendar.
- O. "SCHEDULED BANK" means bank included in the second schedule to the Reserve Bank of India Act, 1934.
- P. "SUB CONTRACTOR" means any person, firm or corporation having a contract for the execution of a part or parts of the work included in the contract and a person, firm or corporation furnishing materials called for in the contract and worked to a

special design according to the specifications.

- Q. "VIRTUAL COMPLETION" means that the specified works are of the works is sufficiently completed in accordance with the contract, as modified by any changed or variation orders agreed to by the parties so that the Employer can occupy the same for the use it was intended.
- R. "CONTRACT PERIOD" means the accepted period of consecutive days stated on the Form of Tender starting from the Architect or Employer's order to commence the work.
- S. "ACT OF INSOLVENCY" means any act of Insolvency defined by the Presidency Towns Insolvency Act, or the Provincial Insolvency Act or any Act amending such original act/s.
- T. "THE DATE OF COMPLETION" is the date or dates for completion of the work or works or any part of the works set out or ascertained in accordance with the individual works orders and the tender documents or any subsequent amendments thereto
- U. "SINGULAR AND PLURAL" words importing persons include firms and corporations, words importing the singular party only also include the plural and vice versa where the context requires.

7.2 Project Management Consultant (PMC):-

The Project Management Consultant engaged by the Employer shall supervise the works and to test any materials to be used in the works. The Contractor shall afford the Project Management Consultants every facility and assistance for examining the works and materials and checking and measuring works and materials.

7.3 Duties and Powers of Project Management Consultant:-

PMC duties are to watch and supervise the works of and to test any materials to be used or workmanship employed in connection with the works, quality control, Project Scheduling and monitoring and co-ordinating with all other Agencies and Compactor vendor, recording of measurements, certification of bills, preparing extra/ deviation items, excess/ scoring statement, preparing Minutes of Meeting etc. They shall have no authority either to relieve the Contractor of any of his duties or obligations under the contract or except those expressly provided hereunder, to order any work involving delay or any extra payment by the Employer or any variation of or in the works.

Wherever it is mandatory by law, that the PMC appointed by the Employers shall be registered with the Local Municipal Corporation as Supervisor, the incumbents so selected shall so forthwith show his registration with Municipal Corporation.

The Contractor shall afford the PMC every facility and assistance for examining the works and materials and checking and measuring time and materials. The PMC shall have no power to revoke, alter, enlarge or relax any requirements of this contract or to sanction any day work, additions, alterations, deviations or omissions

unless such an authority may be confirmed by written order of the employer.

The PMC shall act in consultation with the Structural Consultant in regard to the quality of all structural aspects of work and in consultation with the Architect, will finalise the selection of finishing materials. The PMC shall jointly record the measurements with Contractor's representative for all items of works and on completion hand over the records to the Employer.

The PMC shall have the power to give notice to the Contractor or his Engineer- In-Charge, about the non-approval of any work or materials and such works shall be suspended or the use of such materials should be discontinued until the decision of the Architects/ Structural Consultant/ Employer but such examination shall not in any way exonerate the Contractor from the obligation to remedy any defects which may be found to exist at any stage of the work or after the same is completed. Subject to the limitations of this clause, the Contractor shall take instructions only from the Architects/ Employer/ Structural Consultant as the case may be through PMC.

The PMC shall have such other power and discharge other functions as are specifically provided in this contract included such incidental or consequential powers or duties, subject always to such specific instructions or directions of the Employer, which shall be duly notified to the Contractors.

7.4 Scope of Contract:

The Contractor shall carry out and complete the said work in every respect in accordance with this contract and with the directions of and to the satisfaction of the Architect/ Employer. The Architect may in his absolute discretion and from time to time, issue further drawings and/ or written instructions, details, directions and explanations which are hereafter collectively referred to as "Instructions" reflected either in the minutes or in any other form in regard to:

- a) The variation or modification of the design, quality or quantity of works or the additions or omissions or substitutions of any work.
- b) Any discrepancy in the drawings and/ or specifications.
- c) The removal from the site of any material brought thereon by the Contractor and the substitution of any other material thereafter.
- d) The removal and/ or re-execution of any works executed by the Contractor.
- e) The dismissal from the works of any person employed thereupon.
- f) The opening up for inspection of any work covered up.
- g) The amending and making good of any defects.
- h) Removal of improper works and materials.
- i) Assignment and subletting.

- j) The Employer shall have a right to delete or reduce any scope of work or any item from the contract and Contractor shall not make any extra claim on this count.
- k) Postponement of any work to be executed under the provision of the contract.

The Contractor shall forthwith comply with and duly execute any work comprised in such Architect's/ Employer's Instructions, directions and explanations given to the Contractor or his representative. If instructions, directions upon the works by the Architect/ Employer shall, if involving a variation be confirmed in writing by the Contractor, within 7 (seven) days and if not dissented in writing within a further 7 (seven) days by the Architect/ Employer, such instructions shall be deemed to be the "Employer/ Architect's Instructions" within the scope of the contract. If compliance with these instructions as aforesaid involves work and/ or expenses and/ or loss beyond that contemplated by the contract, then, unless the same were issued.

If the Contractor fails to comply with the Employer/ Architect's instructions within a fortnight after the receipt of written notice from the Employer/ Architect requiring compliance with such instructions, the Employer, through the Architects, may employ some other agency to execute any work whatsoever which may be necessary to give effect to such instructions on risk and cost of the contractor.

For the purpose of entering day to day instructions by the Employer/ Architect/ PMC, the Contractor shall maintain at his own cost, a 'Site Instructions Book' in quadruplicate in which the instructions shall be entered by Employer/ Architect/ PMC.

'Instructions' to the Contractor shall be generally issued through PMC/ Architect. However Employer, for the sake of urgency as a result of inspection, may issue instructions directly with the knowledge of the Architects who should ratify the same promptly.

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

7.5 Letter of Acceptance

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

(ii) Contract Agreement

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

7.6 Ownership of drawings

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

7.7 Drawings and Specifications:

The Work shall be carried out to the entire satisfaction of the Employer/ Architects or their Consultants and in accordance with the signed drawings, specifications, preambles and such further drawings and details as may be provided by the Architect/ Structural Consultant and in accordance with such written instructions, directions and explanation as may from time to time be given by the Employer/ Architect/ Structural Consultant whose decisions as to sufficiency and quality of the work and materials shall be final and binding upon all parties.

No drawing shall be taken as in itself an order for execution unless, in addition to the Architect/ Structural Consultant's signature, it bears express words stating remark "GOOD FOR CONSTRUCTION". No claim for payment for extra works shall be allowed unless the said work shall have been executed under the provisions of clause no 7.9--(AUTHORITIES, NOTICES and PATENT) by the authorities directions in writing of the Consultant as herein mentioned.

One complete set of the drawings, certified copy of tender document together with Specifications shall be furnished by the Architect to the Contractor. The Architect/ Structural Consultant shall furnish, within such time, as may reasonable, one copy of additional drawings, which in his opinion are necessary for the execution of any work. Such copies shall be kept on the works, and the Architect/ Structural Consultant or his representatives shall at all reasonable times have access to the same. The Contractor before the issue of the Final Certificate shall return all drawings, certified copy of tender document together with specifications to the Architects. The Original Contract documents shall remain in the custody of the Employer and shall be produced by him at his office as and when required.

Any additional prints of drawings if any, required by the Contractors, may be supplied by the Architect/ Structural Consultant but on the payment of charges.

Any works indicated on the drawings and not mentioned in the specification or vice-versa shall be furnished as though fully set forth in both. Work not specifically detailed, called for, marked or specified shall be the same as similar parts that are detailed marked or specified.

The Contractor's work shall not deviate from the drawings and the specifications. The Architect's interpretation of these documents shall be final and without appeal.

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

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

Any work done before receipt of such details, if not in accordance with the same, shall be removed and replaced or adjusted as directed, by the Contractor without expense to the Employer. These general conditions apply with equal force to all the work including authorized extra works.

All Drawings, Specifications and copies thereof furnished by the Architect are his property. They shall not be used on any other work and shall be returned to the Architect at his request on completion or termination of the Contract.

At the completion of the contract, the Contractor shall return to the Architect, all drawings/ copies provided under the contract.

The Architect shall have full power and authority to supply to the Contractor through PMC from time to time during the progress of works such further drawings and instructions as shall be necessary for the purpose of the proper and adequate execution and maintenance of the works and the Contractor shall carry out and be bound by the same.

7.8 Discrepancy in Various Documents:

The Contractor shall provide everything necessary for the proper execution of the works according to the true intent of and meaning of the Drawings, Specifications etc. taken together whether the same may or may not be particularly shown or described therein, provided that the same can be inferred there from. If the Contractor finds any discrepancy in the Drawings or between the drawings, specifications etc., he shall immediately refer the same in writing to the Architect who shall decide which shall be followed, and his decision shall be final and binding on all parties.

7.9 Authorities, Notices, Patent Rights & Royalties:-

The Contractor shall conform to the provisions of the statutes relating to the works and to the Regulations and Bye Laws of any Local Authority and of any Water, Lighting or other Companies or Authorities with whose systems the Structure is proposed to be connected and shall before making any variation from the Drawings and Specifications that may be necessitated by so conforming, give to the Architect written notice, specifying the variations proposed to be made and the reason for making it, and apply for instructions thereon.

The Contractor shall bring to the attention of the Architect, all notices required by the

said Acts, Regulations or bye laws to give to any authority and pay to such authority or to any public offices, all fees that may be properly chargeable, in respect of the works and lodge the receipts with the Architect/ Employer through PMC.

The Contractor shall indemnify the Employer against all claims in respect of patent rights, design, trademarks or name or other protected rights in respect of any constructional plant machine, work or material used for or in connection with the works or temporary works from and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. The Contractor shall defend all actions arising from such claims and shall himself pay all royalties, license fees, damages, costs and charges of all and every part that may be legally incurred in respect thereof.

7.10 Contract Price:

The Contract Price shall not be adjusted or altered in any way whatsoever otherwise than in accordance with the express provisions of these conditions and subject to Clause 7.47 (ALTERATION) of these conditions.

7.11 Contract Bills:

The Contract Bills for certificate of payment shall be described in mode of payment.

Any error in description or omission of items from the Contract bills shall not vitiate this contract but shall be corrected and deemed to be a variation required by the Architect.

7.12 General Obligations:

Contractor's General Responsibilities

- a) The Contractor shall be subject to the provisions of the Contract and with due care and diligence, execute and maintain the works and provide all labour including the supervision thereof, new material, Constructional Plant and all other things whether of a temporary or permanent nature, required in and for such execution and maintenance so far as the necessity for providing the same is specified in or is reasonably to be inferred from the Contract.
- b) The Contractor shall take full responsibility for the adequacy, stability and safety of all site operations and methods of construction, provided that the Contractor shall not be responsible except as may be expressly provided in the Contract for the design or specification of the Permanent Works or for the design or specification of any Temporary works prepared by the Architect.

7.13 Contract Agreement:

The Contractor shall when called upon to do so enter into and execute a Contract Agreement to be prepared and completed at the cost of the Contractor in the form annexed with such modifications as may be necessary.

7.14 Inspection of Site:

- a) The Contractor shall inspect and examine the site and its surroundings and information available in connection therewith and shall satisfy himself so far as is

practicable before submitting his tender as to the form and nature of the ground, including the subsurface conditions, the hydrological and estimate conditions, the extent and nature of work and materials necessary for the completion of the works, the means of access to the site and accommodation he may require and in general shall himself obtain all necessary information subject as above mentioned, as to risks, contingencies and all other circumstances which may influence or affect his Tender.

7.15 Sufficiency of Tender:

a) The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices stated in Schedule of Quantities/ Scope of work and/ or the Schedule of Rates and Prices, which rates and prices shall cover all his obligations under the Contract, and all matters and things necessary for the completion of the works.

b) Contractor not Entitled to Extra Payment

Except as otherwise as specifically provided in the Contract, the Contractor shall not be entitled to any extra payment nor to resale from the Contract nor to be relieved from any of his obligation for reasons of his misunderstanding, or his failure to obtain correct information or his inability to foresee any matter which may affect the execution or maintenance of the works.

7.16 Work to be to the Satisfaction of the Architect

The Contractor shall execute and maintain the works in strict accordance with the contract to the satisfaction of the Architect/ Employer/ PMC and shall comply with and adhere strictly to the instructions and directions from them or their representative (s).

7.17 Contractor's Superintendence:

The Contractor shall give or provide all necessary superintendence during the execution of the works and as long thereafter as the Architect/ PMC/ Employer may consider necessary. The Contractor or one of his competent and authorized agent or representative is to be constantly on the works and shall give his whole time to the superintendence of the same. Such authorized agent or representative shall receive on behalf of the Contractor the directions and instructions from the Architect/ PMC/ Employer.

7.18 Contractor's Employees:

a) The Contractor shall provide and employ on the site skilled and experienced technical assistants, foremen and leading hands to give proper supervision and such skilled, semi-skilled and unskilled labour for the proper and timely execution and maintenance of the works.

b) The Contractor shall be required to remove forthwith from the works any person employed by the Contractor in or about the execution or maintenance of the works who in the opinion of the Architect/ PMC/ Employer misconducts himself or incompetent or negligent and thus considered to be undesirable and shall be replaced as soon as possible by a competent substitute approved by the Architect/

PMC/ Employer.

7.19 Setting Out:

The Contractor at his own expenses to set out the works accurately in accordance with the plans and to the complete satisfaction of the Architect. The Contractor shall be solely responsible for the true and perfect setting out of the works in relation to original points lines and levels of reference and for the correctness of the positions levels, dimensions and alignment of all parts of the works and for the provision of all necessary instruments, appliances and labour in connection therewith.

The responsibility for the true and proper setting out rests with the Contractor who shall rectify any error at his own cost to the satisfaction of the Architect. The checking of any setting out or of any line or level by the Architect or his representative shall not in any way relieve the Contractor of his responsibility for the correctness thereof and the Contractor shall carefully protect and preserve all benchmarks, sight rails, pegs and other things used in setting out the works.

7.20 Security and maintenance of Premises Lighting:

The Contractor shall in connection with the works provide and maintain at his own cost all lights/ guards facing and watching when and where necessary or required by the Architect or his representative or by any duly constituted authority for the protection of the works or for the safety and convenience of the public or others.

7.21 Care of Works:

From the commencement to the completion of the works, the Contractor shall take full responsibility for the care thereof and of all temporary works, and in case any damage, loss or injury shall happen to the works or to any part thereof or to any temporary works from any cause whatsoever, save and except risks as defined in sub-clause (b). In this clause, shall at his own cost, repair and make good the same, so that at completion, the permanent works shall be in good order and condition and in conformity in every respect with the requirements of the contract and the Architect's instructions. In the event of any such damage, loss or injury happening from any of the excepted risks, the Contractor shall, if and to the extent required by the Architect and subject always to the provision of Clause mentioned elsewhere in the conditions hereof, repair and make good the same as aforesaid at the cost of the Employer. The Contractor shall also be liable for any damage to the works occasioned by him in the course of any operations carried out by him for the purpose of complying with his obligations under Clause 40 and 41 thereof.

b) Excepted Risks:

The "Excepted Risks" are Force majeure, exceptionally inclemency weather, fire, earthquake, civil commotion, riot, lockout, strike, war, hostilities (whether war be declared or not), invasion act of foreign enemies, rebellion, revolution in correction or military or usurped power civil war or a cause solely due to or use or occupation by the Employer of any portion of the works in respect of which a Certificate of Completion has been issued all of which are herein collectively referred to as "Excepted Risks".

7.22 Insurance in Respect of Damage to Person and Property:

From Commencement to Completion, the Contractor shall be responsible for all injury to persons, animal or things and for all structural and decorative damage to property which may arise from operation or neglect of himself or any Sub-Contractor or of any of his or a Sub-Contractor's employee whether such injury or damage may arise from carelessness, accident or any other cause whether in any way connected with the carrying out of this contract. This clause shall be held to include interlaid any damage to building, whether immediately adjacent or otherwise, any damages to roads, streets, footpaths, bridges, or ways as well as all damage to the buildings and works forming the subject of this contract by first or other inclemency weather. The Contractor shall indemnify the Employer and hold him harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of any award of compensation or damages consequent upon such claim.

The Contractor shall reinstate all damage of every spot mentioned in this clause so as to deliver up the whole of the contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property of third parties.

The Contractor shall indemnify the Employer against all claims which may be made against the Employer by any member of the public or other party in respect of anything which may arise in respect of the works or in consequence thereof and shall at his own expense effect and maintain until the virtual completion of the contract with an approved office a policy of insurance in the joint names of the Employer and the Contractor against such risks and deposit such policy or policies with the Employer on the signing of the contract. The Contractor shall also indemnify the Employer against all claims which may be made upon the Employer whether under the Workmen's Compensation Act or any other statute in force during the currency of this contract or at common law in respect of any employee of the Contractor or of any Sub-Contractor and shall at his own expense effect and maintain until the virtual completion of the contract, with an approved office a Policy of Insurance in the joint names of the Employer and the Contractor against such risks and deposit such policy or policies with the Employer from time to time during the currency of the contract.

The Contractor shall be responsible for anything, which may be excluded from the Insurance Policies above referred to, and also for all other damages to any property arising out of and incidental to the negligent or defective carrying out of the contract; however such damage shall be caused.

The Contractor shall at all times indemnify the Employer and keep indemnified in respect of any costs, charges for expenses arising out of any claim that may arise on account of the Contractor's operation at the site or proceedings and also in respect of any award of or compensation of damages arising there from. It shall also be the Contractor's responsibility to file and pursue with the Insurance Company for a claim, if any.

The Employer with the concurrence of the Architect shall be at liberty and is hereby empowered to deduct the amount of any damages, compensations, costs, charges and expenses arising or acquiring from or in respect of any such claim or damages

from any sums due or to become due to the Contractor.

Before commencing the work, the Contractor shall without limiting his obligations and responsibilities under the condition, obtain the necessary insurances. If he shall fail to effect and keep in force the insurances referred to in this clause hereof or any other insurances which he may be required to effect under the terms of contract then the Contractor shall be fully responsible for the consequences of such a default. In any such case the Employer may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for the purpose and from time to time deduct the amount so paid by the Employer as aforesaid from any monies due or which may become due to the Contractor or recover the same as a debt due from the Contractor.

The Contractor shall provide the Employer with documentary evidence from time to time that he has taken all the insurance policies mentioned in the foregoing paragraphs and that he has paid the necessary premium for keeping the policy valid till the works are completed and handed over to the employer.

The Architect/ PMC shall ensure the validity of the insurance policies on behalf of the Employer. If extension of time limit is granted by Employer, he shall have to ensure that the insurance policies are progressively extended.

7.23 Compliance with Statutes, Regulations etc.

The Contractor shall comply with the provision of Payment of Wages ACT 1936, Minimum Wages Act 1948, Employees Liability Act 1938, Workmen's Compensation Act 1923, Industrial Dispute Act 1947, Maternity Benefits Act 1961 and the Contractor's Labour (Regulation and Abolition) Act 1970 or any such statutes ordinance or have and the modification thereof and the regulation or Bye-Laws of any local or other duly constituted authority and rules and regulations of public bodies and companies which may be applicable to the works or to any temporary works as aforesaid and shall keep the Employer indemnified of every kind for breach of any such statute, ordinance or Law Regulation or Bye-Laws. Contractor, as required, will pay necessary P.F. and E.S.I contribution for the Contractor's workers and employer shall be absolved of all these risks.

7.24 Fire Insurance:

The Contractor shall at the time of signing of the contract insure until the end of virtual completion date of the contract against loss or damage by fire in an office/ company to be approved by the Architect/ Employer in the joint names of the Employer and Contractor (the name of the former being placed first in the policy) for the full amount of the contract. Such a policy shall cover the property of the Employer only and the Architect and Surveyors' fees for assessing the claim and in connection with his services generally in the reinstatement and shall not cover any property of the Contractor or any Sub-Contractor or employee. The Contractor shall deposit the policy and receipt for the premium with the Employer within 21 (twenty one) days from the date of signing the contract unless otherwise instructed. In default of the Contractor insuring as provided above the Employer or the Architect on his behalf may so insurance and may deduct the premium from any

moneys due or which may become due to the Contractor. The Contractor shall as soon as the claim under the policy is settled or the work reinstated by the Insurance Office should they elect to do so, proceed with all the completion of the works in the same manner as though the fire had not occurred and in all respects under the same conditions of contract. The Contractor in case of rebuilding or reinstatement after fire shall be entitled to such extension of time for completion as the Architect may deem fit but shall however not be entitled to reimbursement by the Employer of any short fall or deficiency in the amount finally paid by the insurer in settlement of any claim arising as set out herein.

7.25 Giving of Notices and Payment of Fees

The Contractor shall give all notices and pay all fees required to be given or paid by any National or State Statute Ordinance or other Law or any Regulation or Bye-Law of any local or other duly constituted authority in relation to the execution of the works or of any temporary works and by the rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the works.

7.26 Returns of Labour etc.

The Contractor shall furnish all such information regarding the supervisory staff, the numbers of the several classes of labour from time to time employed on the site, constructional plant etc. as the PMC may require.

7.27 Materials and Workmanship:

a) Quality of Material and Workmanship and Tests:

All materials and workmanship shall be of the respective kinds described in the contract and in accordance with the Architect's/ PMC instructions and the Contractor shall upon the request of the Architect/ PMC furnish to them all invoices, accounts, receipts and other vouchers to prove the materials comply therewith and shall be subjected from time to time to such tests as the PMC may direct at the place of manufacture or fabrication or on the site or at all or any of such places. The Contractor shall at his own cost provide such assistance, instruments, machines, labour and materials as are normally required for examining, measuring and testing any work and the quality, weight or quantity of any material used and shall supply samples of materials before incorporation in the works for testing as may be selected and required by the Architect/ PMC. The material testing shall be done at approved labs /institutes and / or other govt labs as directed to PMC/ Architects/ Employer.

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

contractor shall proceed with the procurement and installation of the particular material/equipment. The approved samples shall be signed by the Architect/PMC for identification and shall be kept on record at site office until the completion of the work for

inspection/comparison at any time. The Architect/SBI shall take reasonable time to approve the sample. Any delay that might occur in approving the samples for reasons of its not meeting the specifications or other discrepancies inadequacy in furnishing samples of best quality from various manufacturers and such other aspects causing delay on the approval the materials/equipments etc shall be to the account of the contractor.

b) Cost of Samples and Shop Drawings:

All samples for the fittings and fixtures, wood, hardware etc. should be submitted for approval before using in the work. The Contractor at his own cost as directed by the Architect shall supply all Samples and Shop Drawings.

c) Cost of Tests

The cost of making any test shall be borne by the Contractor, if such test is clearly intended by or provided for in the contract and in the cases only for a test under load or of a test to ascertain whether the construction of any finished or partially finished work is appropriate for the purposes which it was intended to fulfill is particularized in the contract in sufficient detail to enable the Contractor to price or allow for the same in tender. Further the cost of tests if as per advice instruction of statutory authorities/ CVC/ CTE'S organization shall be borne by the Contractor.

d) Cost of Test not provided for etc.

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

- i) Not so intended by or provided for or,
- ii) (In the case above mentioned) is not so particularized or,
- iii) Though so intended or provided for is ordered by the Architect/ PMC to be carried out by an independent person at any place other than the site or the place of manufacture or fabrication of the materials tested, then the cost of such test shall be borne by the Contractor if the test shows the workmanship or materials not to be in accordance with the provisions of the contract or the Architect's instructions but otherwise by the Employer.

7.28 Obtaining Information related to execution of work

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

7.29 a) Examination of Work Before Covering Up:

No work shall be covered up or put out of view without the approval of the Architect/ PMC and the Contractor shall afford full opportunity for the Architect/ PMC to examine and measure any work which is about to be covered up or put out of view and to examine foundations before permanent work is placed

thereon. The Contractor shall give due notice to the Architect/ PMC whenever any such work or foundations is or are ready or about to be ready for examination and the PMC/ Architect shall without unreasonable delay unless he considers it necessary and advises the Contractor accordingly attend for the purpose of

examining and measuring such work or of examining such foundations.

b) Uncovering and Making Openings:

If the Contractor puts any part of the foundations or covers up or puts out of view before he has notified the Architect/ PMC and received instructions, he shall be liable to reinstate all work that may subsequently be, at any time, damaged on account of any defect in or insufficiency of the foundation. The Contractor shall at the request of the Architect, open up for inspection any work, and should the Contractor refuse or neglect to comply with such requests, the Employer through the Architect, may employ other agency to open up the same. If the said work has been covered up in contravention of the Architect's instructions, or if on being opened up, if he found not in accordance with the drawings and the specifications or the instructions of the Architect, the expenses of opening it again, whether done by the Contractor, or such other agency, shall be borne by the Contractor, and shall be recoverable from him by the Employer or may be deducted by the Employer from any amount due or which may become due to the Contractor. If the work has not been covered in contravention of such instructions and found to be in accordance with the said drawings and specifications or instructions than the expenses aforesaid shall be borne by the Employer and be added to the contract sum; provided always that in the case of foundation or any other urgent work so open up and required immediate attention, the Architect shall within 7 (seven) days after receipt of written notice from the Contractor that the work has been opened make or cause the inspection thereof to be made at the expiration of such time, if such inspection shall not have been made. The Contractor may cover up the same and shall not be required to open it up again except at the expenses of the Employer.

7.30

a) Removal of Improper Work and Materials:

The PMC/ Architect shall during the progress of the works have power to order in writing from time to time:

- i) The substitution of proper and suitable material and,
- ii) The removal and proper re-execution notwithstanding any previous test therefor interim payment therefore of any work which in respect of materials or workmanship is not in accordance with the contract in the opinion of the Architect/ PMC.

b) Default of Contractor in Compliance:

In case of default on the part of the Contractor in carrying out such order the Employer shall be entitled to employ and pay other agency to carry out the same and all expenses consequent thereon or incidental thereto shall be borne by the Contractor and shall be recoverable from him by the Employer or may be deducted by the Employer from any amount due or which may become due to the Contractor.

7.31 Suspension of Work:

The Contractor, shall on the written order of the Architect/ Employer suspend the progress of the works or any part thereof for such time or times and in such manner as the Architect may consider necessary and shall during such suspension properly

protect against threats or damage and secure the work, so far as is necessary in the opinion of the Architect. The cost, if any, incurred by the Contractor in giving effect to the Architect's instructions and PMC's recommendations, if any, under this clause shall be borne and paid by the Employer unless such suspension is:

- i) Otherwise provided for in the contract or
- ii) Necessary by reason of some default on the part of the Contractor or Provided that Contractor shall not be entitled to recover any such extra cost unless he gives written notice of his intention to claim to the Architect on receipt of the Architect's order. The Architect shall settle and determine the payment and/ or extension of the time under Clause 7.36 ----DELAYES & EXTENSION hereof to be made to the Contractor in respect of such claim as shall, in the opinion of the Architect, be fair and reasonable.

c) Default of Contractor in Compliance:

In case of default on the part of the Contractor in carrying out such order the Employer shall be entitled to employ and pay other agency to carry out the same and all expenses consequent thereon or incidental thereto shall be borne by the Contractor and shall be recoverable from him by the Employer or may be deducted by the Employer from any amount due or which may become due to the Contractor.

7.32 Commencements of Works:

The Contractor shall commence the works on site in 07 (seven) days after the receipt by him of an order in writing to this effect from the Employer or the date of possession whichever is later and shall proceed with the same with due expedition and without delay except as may be expressly sanctioned or ordered by the Architect/ Employer or be wholly beyond the Contractor's control.

7.33 Possession of Site:

- a) Save in so far as the contract may prescribe and with the Employer's written order to commence the works, the Contractor shall be given possession of the whole of the site or part by part progressively enabling him to commence and proceed with the execution of the works in accordance with the programme. If the Contractor suffers delay on account of the Employer's failure to give possession of site in accordance with the terms of this clause, necessary extension of time (without any financial implications) shall be granted by the Employer for the completion of the entire works, on recommendations of Architect/ PMC.
- b) The Contractor shall bear all costs and charges for special or temporary way leaves required by him in connection with access to the site. The Contractor shall also provide at his own cost any additional accommodation outside the site required by him for the purposes of the works.

7.34 Time for Completion

Subject to any requirement in the contract as to completion of any section of the works before completion of the whole, the whole of the works shall be completed within **60 days** including monsoon season the time stated in the contract calculated from the date of the Employer's written order to commence the works or such extended time as may be allowed under Clause 7.36 (DELAYS AND EXTENSION..) hereof.

7.35 Certification of Virtual Completion of Works

The Contractor shall report in writing to the PMC when the works are completed in all respects. The PMC shall after the verification of works and in consultation with Architects issue to the Contractor a certificate (along with list of defects/ rectification to be attended as per clause No. 7.44 (DEFECTS)) to be called "Virtual Completion Certificate" a copy whereof shall be submitted to the employer to enable it to take possession of the completed works. The Defects liability period shall commence only from the date of issue of such Virtual Completion certificate.

7.36 Delays and Extension of Time for Completion

In the opinion of the Employer, the works be delayed (a) by force majeure (b) by reason of any exceptionally incremental weather or (c) by reasons of proceedings taken or threatened by or dispute with adjoining or neighbours of adjoining properties or public authorities arising otherwise than through the Contractor's own default or (d) by the works or delays of the other Contractors or Tradesman engaged or nominated by the Employer or the Architect and not referred to in the Schedule of Quantities and/ or specifications or (e) by reason of the Architect's/ Employer's instruction or (f) by reason of civil commotion, local commotion of workmen or strike or lockout affecting any of the building trades or (g) due to extra or additional work or other circumstances provided the Contractor has intimated to the Architect/ Employer through PMC full and detailed particulars soon after such work has been commenced or (h) in consequence of the Contractor, not having in due time necessary instructions from the Architect/ through PMC for which he shall have specifically applied in writing ahead of time, giving the Architect reasonable time to prepare such instructions, the Employer shall make a fair and reasonable extension of time for completion of work. In case of such strike or lockout, the Contractor shall, as soon as may be, give written notice thereof to the Architect/ PMC but the Contractor shall nevertheless constantly use his endeavours to prevent delay and do all that may reasonably be required to the satisfaction of the Architect/ PMC/ Employer to proceed with the work.

7.37 Rate of Progress:

The whole of the material plant and labour to be provided by the Contractor and the mode, manner and speed of execution and maintenance of the works are to be of a kind and constructed in a manner approved of by the Project Management Consultant. Should the rate or progress of the works or any part thereof, be at any time in the opinion of the Project Management Consultant too slow to ensure the completion of the works by the prescribed time or extended time for completion, the Project Management Consultant shall so notify the Contractor in writing and the Contractor shall there upon take such steps as the Contractor may think necessary and the Project Management Consultant may approve to expedite progress so as to complete the works by the prescribed time or extended time for completion.

7.38 Work during nights and holidays:

If the work is not being carried on by day and night the Contractor shall request permission to work by night as well as by day then if the Architect/ Employer shall

grant such permission the Contractor shall not be entitled to any additional payment for so doing but if such permission shall be refused and there shall be no equivalent practicable method of expediting the progress of works, the time of completion of the works shall be extended by the Employer by such period as is solely attributable to such refusal. All work at night shall be carried out without unreasonable noise and disturbance. The Contractor shall indemnify the Employer from and against any liability for damage on account of noise or other disturbance created while or in carrying out the work and from and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in regard or in relation to such liability.

7.39 Accident or Injury to Workmen:

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

7.40 Insurance against accidents etc to workmen:

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

7.41 Remedy on Contractor's failure to insure:

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

Without prejudice to the other rights of the EMPLOYER against contractors, in respect of such default, the Bank shall be entitled to deduct from any sums payable to the contractor the amount of any damages costs, charges, and other expenses paid by the EMPLOYER and which are payable by the contractors under this clause. The contractor shall upon settlement by the insurer of any claim made against the insurer pursuant to a policy taken under this clause, proceed with due diligence to rebuild or repair the works destroyed or damaged. In this event all the amount received from the insurer in

respect of such damage shall be paid to the contractor and the contractor shall not be entitled to any further payment in respect of the expenditure incurred for rebuilding or repairing of the materials or goods destroyed or damaged.

7.42 Liquidated Damages for Delay

If the contractor fails to maintain the required progress in terms of clause 7.37 or to complete the work and clear the site including vacating their office on or before the contracted or extended date or completion without justification in support of the cause of delay, he may be called upon without prejudice to any other right of remedy available under the law to the Employer on account of such breach to pay liquidated damages (LD). LD shall be recovered from the amount due to the contractor. The LD shall be recovered at the rate of 0.5% of the contract value per week subject to a maximum of 5% of the contract value.

7.43 Certificate of Completion of Works:

a) When the whole of the works have been substantially completed and have satisfactorily passed any final test that may be prescribed by the contract, the Contractor may give a notice to the effect to the Project Management Consultant accompanied by an undertaking to finalize any outstanding work during the period of maintenance. Such notice and undertaking shall be in writing and shall be deemed to be a request by the Contractor for the Project Management Consultant to issue a Certificate of Completion in respect of the works. The Architect, shall within 28 (twenty eight) days of the date of delivery of such notice either issue to the Contractor, with a copy to the Employer, a Certificate of Completion stating the date on which, in his opinion, the works were substantially/ virtually completed in accordance with the contract or give instructions in writing to the Contractor specifying all the work which, in the Project Management Consultant's opinion, requires to be done by the Contractor before the issue of such Certificate. The Architect/ PMC shall also notify the Contractor of any defects in the works affecting substantial completion that may appear after instructions and before completion of the works specified therein. The Contractor shall be entitled to receive such certificate of completion within 28 (twenty-eight) days of completion to the satisfaction of the Architect/ PMC of the works so specified and making good any defects so notified.

b) Certification of Completion by Stages

Similarly, in accordance with the procedure set out in sub clause (a) of this Clause, the Contractor may request and the Project Management Consultant shall issue a Certificate in respect of:

- i) Any section of the Permanent Works in respect of which a separate time for completion is provided in the contract, and
- ii) Any substantial part of the Permanent Works, which has been completed to the satisfaction of the Architect/ PMC and occupied or used by the Employer.

If any part of the Permanent Works shall have been substantially completed and shall have satisfactorily passed any final test that may be prescribed by the contract, the Architect, on recommendations of PMC, may issue a Certificate of Completion in respect of that part of Permanent Works before completion of the whole of the

works and upon the issue of such Certificate, the Contractor shall be deemed to have undertaken to complete any outstanding work in that part of the work during the period of maintenance. Provided always that Certificate of Completion given in respect of any section or part of the Permanent Works before Completion of the whole shall not be deemed to certify completion of any ground or surfaces regarding reinstatement, unless such Certificate shall expressly so state.

7.44 Defects:

a) Definition of "Defects Liability Period:

In these conditions, the expression "Period of Defects Liability" shall mean the period of Defects Liability named in the Tender, calculated from the date of completion of the Works, certified by the Architect/ PMC in accordance with item no.15 of Annexure-1 (appendix to form of offer) and mentioned elsewhere in the tender, or in the event of more than one certificate having been issued by the Project Management Consultant under the said Clause from the respective dates so-certified. In general, the Defects Liability Period shall be one year after the virtual completion of the works (except as specified elsewhere in the tender document)

b) Defects:

The Contractor shall make good at his own cost and to the satisfaction of the PMC/ Architect, all defects, shrinkage, settlement, or other faults and all damages, loss and expenses consequent thereon or incidental thereto, and such damage, loss and expenses shall be recoverable from him by the Employer or may be deducted by the Employer upon the PMC/ Architect's Certificate in writing from any money due or that become due to the Contractor.

c) Entry to the Premises for Attending Defects:

The premises shall have/ remain in exclusive physical possession of the Employer and the Contractor is given only a temporary permission to enter the said premises with his workman, agents for attending the defects, during the defects liability period. If the Contractor or his workman whether negligently or otherwise causes any damage or loss to the property, fixtures of the Employer

lying in the premises, the Contractor shall be bound to reimburse such loss to the Employer. The Employer always is entitled to deduct any amount of sum loss from the amounts payable to the Contractor.

d) Execution of Work of Repairs.

To the intent that the Works shall at or as soon as practicable after the expiration of the Defects Liability Period be delivered to the Employer in the condition required by the Contractor, fair wear and tear excepted, to the satisfaction of the Architect/ PMC, as that in which they were at the commencement of the defects liability period, the Contractor shall finish the Work, if any, outstanding at the date of completion, as certified, as soon as practicable after such date and shall execute all such work of repair, amendment, reconstruction, rectification and making good defects, imperfections, shrinkages or other faults as may be required of the Contractor in writing by the Architect/ PMC during the defects liability period within 14 (fourteen) days after its expiration, as a result of an inspection made by Architect/ Employer/ PMC prior to its expiration.

e) Cost of Execution of Work of Repairs.

All such work shall be carried out by the Contractor at his own expenses if the necessity thereof shall, in the opinion of the Architect/ PMC, be due to the use of materials or workmanship not in accordance with the contract or to neglect or failure on the part of the Contractor to comply with any obligation, expressed or implied, on the Contractor's part under the Contract. If, in the opinion of the Architect/ PMC/ Employer, such necessity shall be due to any other cause, the value of such work shall be ascertained and paid for as if it were additional work.

f) Remedy on Contractor's Failure to Carry Out Work Required:

If the Contractor shall fail to do any such work as aforesaid required by the Architect/ PMC, the Employer shall be entitled to employ and pay other persons to carry out the same and if such works which is in the opinion of the Architect/ PMC, the Contractor was liable to do at his own expense under the Contract, then all expenses consequent thereon or incidental thereto shall be recoverable from the Contractor by the Employer or may be deducted by the Employer from any money due or which may become due to the Contractor.

7.45 Alterations, Additions and Omissions:

a) The term "Variation" as used under this clause means the alteration or modification of the design, quality or quantity of work as shown upon the drawings, scope of works, specification or included in the priced schedule of quantities and desired by or referred to in the schedule of quantities and includes the addition, omission or substitution of any work, the alteration of the kind of standard or any of the materials or goods to be used in the work, and removal from the site of any works materials or goods executed or brought thereon by the Contractor for the purpose of work other than work materials or goods which are not in accordance with this contract. The Architect/ Employer shall have power to order the Contractor to do any of the following:

- i) Increase or decrease the quantity of any work included in the contract.
- ii) Omit any such work.
- iii) Change the character or quality or kind of any such work.
- iv) Change the levels, lines, position and dimensions of any part of the Works and
- v) Execute additional work of any kind necessary for the completion of the works and no such variation shall in any way validate or invalidate the contract, but the value, if any, of all such variations shall be taken into account in ascertaining the amount of the Contract Price.

b) Orders for Variation to be in Writing:

The Contractor shall make no such variations without an order in writing of the Architect/ Employer. Provided that no order in writing shall be required for increase or decrease in the quantity of any work where such increase or decrease is not the result of an order given under this Clause, but is the result of the quantities exceeding or being less than those stated in the scope of works.

II. OTHERS

1. Materials Having Basic Price

If the basic rate of any material actually used for the work is more or less than the basic rate given in schedule of quantities, in that case the difference will be calculated (either

plus or minus) and shall be paid or recovered from the contractor. GST shall be excluded from the basic rate and basic rate will include all other taxes, transportation, loading, unloading etc complete in all respect. Rates should be however fair and competitive and verified by market enquiry by the Bank and the quantity purchased in every period should be reasonable and advantageous, if any due to bulk purchase may be also taken into account.

It shall be mandatory to obtain approval of quantity / rate for the PMC / Client before purchase of any material.

2. Revision of Wages in a Statutory Act like the Minimum Wages Act

The contractor shall revise the minimum wages of the labours as per statutory acts, labour acts and rates certified in the cost indices issued by CPWD, state or central government without fail.

7.46 Contractor to Search:

The Contractor shall, if required by the Architect/ PMC in writing, search under the directions of the Architect/ PMC for the cause of any defect, imperfection or fault appearing during the progress of the works or in the defects liability period. If such defect, imperfection or fault shall be one for which the Contractor is liable as aforesaid, the cost of work carried out in searching as aforesaid shall be borne by the Contractor and he shall in such case repair, rectify and make good such defect, imperfection or fault at his own expense.

7.47 Extra Item of Work:

a) Work or material of nature not included under the Schedule of items which has to be executed as per instruction of Architect / SBI shall be considered as an extra item. When alterations/ additions or omissions made to any work or material shall be such that the cost of the resulting work cannot be estimated according to the tendered items the same shall also be considered extra item. The Contractor shall carry out the extra items as only after written communication approval by the Architect/ Employer through PMC. However, extra charges or claims in respect of any work will not be allowed unless the works they relate are clearly outside the spirit and meaning of the tender item/ specifications and such works are ordered by the Architect/ Employer through PMC and claimed for specified manner before the particular work is actually commenced.

b) Prices for Extras. Ascertainment there of:

The extra item rates shall generally be derived from the quoted/ tender rates of the Contractor for comparable items of similar nature/ scope/ description under Schedule of Quantities of the Tender, making allowance for variations only. However if no comparable items are available in the unit rates and the quantity of work is to be executed can conveniently be derived/ measured; the same shall be arrived at based on the prevailing rates in the original tender. However, where the work is so disjointing the unit rates or the quantity of work done cannot be conveniently be derived/ measured then it will be within the purview of the Architect/ Employer to derive the rates either from Tender item or other extra items or by rate analysis showing clearly the fair market cost of material, cost of labour, plus 15% (fifteen percent) to cover overheads, profit etc. The actual cost shall be determined

for the above purpose, as the cost of:-

- i) Materials supplied or used at site on items forming part of completed item of work as determined by the Architect/ PMC by inquiry of the prevailing market rate at the time of procurement.
- ii) Materials (non-consumable) which are used temporarily and not forming a part of the completed item of main work, provided the same are solely meant for the particular and this cost would be determined by the Architect/ PMC by inquiry of prevailing market rate.
- iii) The actual cost of transport if solely transported for the execution of the particular extra work and running charge of equipment if any used for the execution of the particular extra item of work.
- iv) Skilled and unskilled labour charges for the actual strength of labour employed and petty supervision charges as certified by the Architect/ PMC.

Other relevant applicable costs viz. water, electricity, sundries etc as per CPWD / GIFT guidelines may be considered on satisfactory production of documentary evidence to the PMC/ Architect/ Employer.

No escalation shall be entertained on such extra items.

c) Claims: -

The Contractor shall send to the Employer's representative/ PMC prior to submission of Interim Bill/ Running Bill giving particulars of all claims for any additional payment to which the Contractor may consider himself entitled and of all extra or additional work ordered by the Architect/ Employer, which he has executed. No final or interim claim for payment for any such work or expense will be considered which has not been included in such particulars. Provided always that the Architect shall be entitled to authorize payment to be made for any such work or expense, notwithstanding the Contractor's failure to comply with this condition, if the Contractor, has at the earliest practicable opportunity, notified the Architect/ PMC/ Employer in writing such claims along with required particulars.

7.48 Approval of Materials.

The Architect/ PMC/ Employer is at a liberty to reject any materials, if in his opinion they are of sub standard quality or not as per the tender specifications.

7.49 Works to be measured: -

The Project Management Consultant shall, except as otherwise stated, ascertain and determine by measurement the value in terms of the contract of work done in accordance with the contract. It shall, when if required any part or parts of the works to be measured, give notice to the Contractor's authorized agent or representative, who shall forthwith attend or send a qualified agent to assist the PMC/ Architect in making such measurement, and shall furnish all particulars required by either of them. Should the Contractor not attend, or neglect or omit to send such agent, then the measurement made by the PMC or approved by him shall be taken to be the correct measurement of the work. For the purpose of measuring such Permanent Work as is to be measured by records and drawings, the PMC shall prepare records and drawings month by month of such work and the Contractor as and when called upon to do so writing, shall, within 7 (Seven) days, attend to examine and agree such records and drawings with the Employer's representative/ PMC/ Architect and shall sign the same when so agreed. If the Contractor does not so attend to

examine and agree such records

and drawings, they shall be taken to be correct. If, after examination of such records and drawings, the Contractor does not agree with the same or does not sign the same as agreed, they shall nevertheless be taken to be correct, unless the Contractor shall, within (7) Seven days of such examination, lodge with the Employer's representative/ PMC for decision by the Architect/ Employer, notice in writing of the respects in which such records and drawings are claimed by him to be incorrect.

7.50 Variations:

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

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

7.51 Valuation of Variations

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

- a) i) The net rates or prices in the contract shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced herein.
- ii) Rates for all items, wherever possible should be derived out of the rates given in the priced BOQ.
- b) The net prices of the original tender shall determine the value of the items omitted, provided if omissions do not vary the conditions under which any remaining items of works are carried out, otherwise the prices for the same shall be valued under sub clause (c) hereunder.
- c) Where the extra works are not of similar character and/or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items or works are carried out, then the contractor shall within 7 days of the receipt of the letter of acceptance inform the Architect/SBI of the rate which he intends to charge for such items of work, duly supported by analysis of the rate or rates claimed and the Architect/SBI shall fix such rate or prices as in the circumstances in his opinion are reasonable and proper, based on the market rate.
- d) Where extra work cannot be properly measured or valued the contractor shall be allowed day work prices at the net rates stated in the tender of the BOQ or, if not, so

stated then in accordance with the local day work rates and wages for the district; provided that in either case, vouchers specifying the daily time (and if required by the Architect/SBI) the workman's name and materials employed be delivered for verifications to the Architect/SBI at or before the end of the week following that in which the work has been executed.

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

7.52 Final Measurement

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

7.53 Virtual Completion Certificate (VCC)

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

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

b) Demolish, dismantle and remove the contractor's site office, temporary works, structures including labour sheds/camps and constructions and other items and things whatsoever brought upon or erected at the site or any land allotted to the contractor by the EMPLOYER and not incorporated in the permanent works. c) Remove all rubbish, debris etc from the site and the land allotted to the contractor by the EMPLOYER and shall clear, level and dress, compact the site as required by the EMPLOYER.

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

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

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

Upon the satisfactory fulfillment by the contractor as stated above, the contractor shall be entitled to apply to the Architect/SBI for the certificate. If the Architect/SBI is satisfied of the completion of the work, relative to which the completion certificate has been sought, the Architect/SBI shall within fourteen

(14) days of the receipt of the application for virtual completion certificate, issue a VCC in respect of the work for which the VCC has been applied.

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

7.54 Work by other agencies

The EMPLOYER/Architect/SBI reserves the rights to use premises and any portion of

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

7.55 Method of Measurements: -

Measurements shall be taken in accordance with the method stipulated in the specification. In case it is not stated the following shall be the method of measurements:

- i) As per Indian Standard method of measurements, SP 27 - Handbook of method of measurement of building works.
- ii) The measurement for certificate of payment shall be as described in mode of payment.
- iii) IS-1200 Latest Revision or any other relevant IS code
- iv) Any other method as recommended by the Architect/PMC

a) Quantity Surveying:-

The Contractor will himself undertake the quantity surveying work and submit his bills supported by reconciliation statements as directed. In case he fails to submit his bills in proper order, the Employer reserves for himself the right to employ an expert who will also be employed, if the bills stated by the Contractor show inaccuracies frequently indicating that the Contractor is not capable of taking the required measurements and producing a proper bill. The Contractor (or the expert) will make the measurements on the basis of the drawings. The billing procedure and formats shall be as approved by the Architect/ PMC.

7.56 Assignment or Sub-Letting:-

The Contractor shall not assign or sub-let any portion of the work, except as expressly provided elsewhere in these documents.

7.57 Certificates and Payments:

a) Certificates and Payments: -

- i) The Contractor shall submit to the Project Management Consultant after the end of each month statements and voucher and documents etc. as directed and signed by the Contractor showing the quantities and value of the materials, equipments etc. ordered, work done on the site and of the stock of equipments and unused materials on the site intended to form part of the permanent work or such other items as directed.
- ii) The rates of prices in such monthly statements shall be in accordance with stipulations in the contract.
- iii) If any rates or prices in the said contract are in the opinion of the Project Management Consultant not applicable to some or any part of the work executed

or materials supplied and the PMC has not fixed a rate or price at the time when the monthly statement is prepared then temporary/ provisional rates or prices shall be assigned by the Project Management Consultant's Representative.

- iv) Neither the temporary rates or prices assigned under sub-clause (iii) of this clause nor the quantities mentioned in the statements submitted under sub-clause (i) of this clause shall be binding on the Employer or on the Contractor.
- v) The Contractor shall when required by the Architect/ PMC furnish all proper documents vouchers, returns etc. as to values to assist the Architect/ PMC in the preparation of certificate.

b) Time of Payment: -

Payment upon each of the Project Management Consultant/ Architects Certificates shall be made by the "Employer within the specified time as mentioned in Appendix to Form of Offer of the Contract".

c) Correction/ Withholding of Certificates:-

The Project Management Consultant may by any certificate make any correction or modification in any previous certificate, which shall have been issued and shall have power to withhold approval of any certificate if the works of any part thereof are not being carried out to satisfaction.

7.58 Remedies and Powers:

a) Default of Contractor:-

If the Contractor shall become bankrupt, or have a receiving order made against him, or shall present his petition in bankruptcy, or shall agree to carry out the Contract under a committee of inspection of his creditors or, being a corporation, shall go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), if the Contractor shall assign the Contract, without the consent in writing of the Employer first obtained, or shall have an execution levied on his goods, or if the Architect/ PMC shall certify in writing to the Employer that in his opinion the Contractor:-

- i) Has abandoned the Contract, or
- ii) Without reasonable excuse has failed to commence the works or has suspended the progress of the works for 28 (twenty eight) days after receiving from the Architect/ Employer written notice to proceed, or Has failed to remove materials from the site or to pull down and replace work for 28 (twenty eight) days after receiving from the PMC's written notice that the said materials or work had been condemned and rejected by the Architect's under these conditions, or
- iii) Despite previous warnings by the Architect/ PMC/ Employer in writing, is not executing the works in accordance with the Contract, or is persistently or
- iv) Flagrantly neglecting to carry out his obligations under the Contract, or has, to the detriment of good workmanship, or in defiance of the Architect's instructions

to the contrary, sub-let any part of the contract then the Employer may, after giving 14 (fourteen days) notice in writing to the Contractor, enter upon the site and the works and expel the Contractor there from without thereby voiding the contract, or releasing the Contractor from any of his obligations or liabilities under the Contract, or affecting the rights and powers conferred on the Employer or the Architect by the Contract, and may himself complete the works or may employ any other Contractor to complete the works. The Employer or such Contractor may use for such completion so much of the Constructional plant, temporary works and materials, which have been deemed to be reserved exclusively for the execution of the works, under the provisions of the contract, as he or they may think proper, and the Employer may, at any time, sell any of the said constructional plant, temporary works and unused materials and apply the proceeds of sale in or towards the satisfaction of any sums due or which may become due to him from the Contractor under the Contract.

b) Valuation at Date of Forfeiture: -

The Architect shall, as soon as may be practicable after any such entry and expulsion by the Employer, fix and determine expiate, or after reference to the parties, or after such investigation or enquiries as he may think fit to make or institute, and shall certify that amount, if any, had at the time of such entry and expulsion been reasonably earned by or would reasonably accrue to the Contractor in respect of work then actually done by him under the Contract and the value of any of the said unused or partially used materials, any Contractual Plant and any temporary works.

c) Payment after Forfeiture: -

If the Employer shall enter and expel the Contractor under this Clause, he shall not be liable to pay to the Contractor any money on account of the Contract until the expiration of the Defects Liability Period and thereafter until the costs of execution and maintenance, damages for delay in completion, if any, and all other expenses incurred by the Employer have been ascertained and the amount thereof certified by the PMC/ Architect. The Contractor shall then be entitled to receive only such sum or sums, if any, as the Architect may certify would have been payable to him upon due completion by him after deducting the said amount, if such amount shall exceed the sum which would have been payable to the Contractor on due completion by him, then the Contractor shall, upon demand, pay to the Employer the amount of such excess and it shall be deemed a debt due by the Contractor to the Employer and shall be recoverable accordingly.

7.59 Urgent Repairs: -

If, by reason of any accident of failure, or other event occurring or connection with the works, or any part thereof, either during the execution of the works, or during the DLP, any remedial or other work or repair shall in the opinion of the Architect/ PMC, be urgently necessary for the safety of the works and the Contractor is unable or unwilling at once to do such work or repair, the Employer may employ and pay other persons to carry out such work or repair as the PMC/ Architect may consider necessary. If the work of repair so done by the Employer is the work which in the opinion of the Architect/ PMC, the Contractor was liable to do at his own expense under the Contract, all expenses incurred by the Employer in so doing

shall be recoverable from the Contractor by the Employer, or may be deducted by the Employer from any amount due or which may become due to the Contractor. Provided always that the Architect/ PMC as the case may be, shall as soon after the occurrence of any such emergency as maybe reasonably practicable notify the Contractor thereof in writing.

7.60 Matters to be finally determined by the Architect:-

The Architect's decision, opinion, direction certificate (except for payment) with respect to all or any of the matters under Clauses hereof (which matters are hereinafter referred to as excepted matter) shall be only on PMC's scrutiny and recommendations to the Bank and shall be final and conclusive and binding on the parties hereto and shall be without appeal:-

Clause 7.7 - Architect's interpretation of drawings and further drawings and instructions.

Clause 7.16 - Work to the satisfaction of the Architect.

Clause 7.27 - Quality of material and workmanship and tests.

Clause 7.30(a) - Removal of improper work and materials.

Clause 7.50 - Variations

Any other decision, opinion, direction, certificate or valuation of the Architect to give any of the same shall be subject to the right of arbitration.

7.61 Settlement of Disputes and Arbitration Act 1996: -

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

- i) If the Contractor considers that he is entitled to any extra payment or compensation in respect of the works over and above the amounts admitted as payable by the Architect or in case the Contractor wants to dispute the validity of any deductions or recoveries made or proposed to be made from the contract or raise any dispute, the Contractor shall forthwith give notice in writing of his claim, or dispute to the **Assistant General Manager (P&E), State Bank of India** and endorse a copy of the same to the Architect, within 30 (thirty) days from the date of disallowance thereof or the date of deduction or recovery. The said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount claimed and the Contractor shall not be entitled to

raise any claim nor shall the Bank be in any way liable in respect of any claim by the Contractor unless notice of such claim shall have been given by the Contractor to the **Assistant General Manager (P&E), State Bank of India** in the manner and within the time as aforesaid. The Contractor shall be deemed to have waived and extinguished all his rights in respect of any claim not notified to the **Assistant General Manager (P&E), State Bank of India** in writing in the manner and within the time as aforesaid.

- ii) **Asst. General Manager (Premises & Estate), STATE BANK OF INDIA** shall give his decision in writing on the claims notified by the Contractor. The Contractor may within 30 days of the receipt of the decision of **Asst. General Manager (P&E), STATE BANK OF INDIA** submit his claims to the conciliating authority namely the **DGM & CDO, STATE BANK OF INDIA** for conciliation along with all details and copies of correspondence exchanged between him and the **Assistant General Manager (P&E), STATE BANK OF INDIA**.
- iii) If the conciliation proceedings are terminated without settlement of the disputes, the Contractor shall, within a period of 30 (thirty) days of termination thereof shall give a notice to the concerned **Chief General Manager (CGM)** of the Bank for appointment of an Arbitrator to adjudicate the notified claims failing which the claims of the Contractor shall be deemed to have been considered absolutely barred and waived.
- iv) Except where the decision has become final, binding and conclusive in terms of the contract, all disputes or differences arising out of the notified claims of the Contractor as aforesaid and all claims of the Bank shall be referred for adjudication through arbitration by the sole Arbitrator appointed by the **CGM, State Bank of India**. It will also be no objection to any such appointment that the Arbitrator so appointed is a Bank Officer and that he had to deal with matter to which the contract relates in the course of his duties as Bank Officer. If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole Arbitrator shall be appointed in the manner aforesaid by the said **CGM, State Bank of India**. Such person shall be entitled to proceed with the reference from the stage at which it was left by his Predecessor.

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each dispute along with the notice for appointment of arbitrator. It is also a term of this contract that no person other than a person appointed by such **CGM, State Bank of India** as aforesaid should act as Arbitrator.

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

It is also a term of the contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties. However, no fees will be payable to the arbitrator if he is a Bank Officer.

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

manner, such costs or any part thereof, shall be paid and fixor settle the amount of costs to be so paid.

8. SPECIAL CONDITIONS OF CONTRACT - (ANNEXURE- 1)

8.1. Location of Site

The site is located at Plot No. 53-A, GIFT City, Gandhinagar, Gujarat.

8.2. Dimensions and Levels

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

8.3. Notice of Operation:

- a) The Contractor shall not carry out important operation without the consent in writing of the Architect/ Project Management Consultant.

- b) If it is found that the two or more persons who are connected with one another either financially or as principal and agent or master and servant have tendered separately under different names, for the same work without disclosing their relation, the tender will be cancelled. Any contract if entered into, under such conditions, will also be cancelled at any time during its currency and earnest money will be forfeited.

8.4. Programme of Works and Method of Construction:

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

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

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

8.6. Construction Records:

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

8.7. Safety of adjacent Structures of Works:

- a) The Contractor shall provide and erect to the approval of the Employer/ Architect/ Project Management Consultant such supports as may be required to protect efficiently all structures or works which may be endangered by the execution of the

works or otherwise take such permanent measures as may be required by the Project Management Consultant to protect the structures or works. The Contractor will be allocated an area for his plant, stores, and compound workshop and site offices within the site.

b) **Work at Night:** If the Contractor is required to work at night and/ or on Sundays and holidays in order to complete the work within the time schedule the Contractor shall provide and maintain at his own cost sufficient lights to enable the work to proceed satisfactorily without danger. Approaches to the site also shall be sufficiently lighted by the Contractor. No extra payments will be made for night work. Prior intimation and approval should be taken from Employer through Architects/ PMC in this regard. Any permission etc., from local statutory bodies shall be obtained as applicable at his own risk & cost.

c) **Reporting of accidents to labour:**

The Contractor shall be responsible for the safety of persons employed by him on the works and shall report accidents to any of them whenever and wherever occurring on the works, to the Architect/ PMC/ employer who shall make every arrangement to render all possible assistance. This shall be without prejudice to the responsibility of the Contractor under the insurance clause of the general conditions of contract.

8.8. Requisition of Materials:

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

8.9. Power, Water & Other facilities:

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

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

EMPLOYER contrary to the provision hereof and any such promise or obligation understood by the Contractor shall not be binding upon the EMPLOYER.

Any assistance which the EMPLOYER renders to the Contractor in terms hereof or otherwise relative to the work by provision of any facility, water, power etc. as above shall not for any cause afford a basis or defence to the Contractor for any of his

obligations under the contract, nor ground for extension of time for completion.

8.10. Procurement of materials:

- a) The Contractor shall procure all materials by his efforts and at his own cost. The Contractor shall not remove any material from the site without a written authority of the Project Management Consultant on completion of the works. The Contractor shall obtain the instructions of the controlling Authorities as to how the surplus materials if any, is to be disposed off.

8.11. Temporary Services:

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

8.12. Unauthorized Persons:

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

8.13. Keeping Site Clean and Clear:

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

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

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

- a) The Contractor shall erect and maintain entirely at his own expense offices for the Project Management Consultant/ Architect's representatives and for his own staff respectively at such places as the Architect shall indicate. These offices shall be provided by the Contractor with furniture and light, toilet facilities etc.
- b) The Contractor shall provide for all necessary storage on the site in a specified area

for all materials which are likely to deteriorate by exposure to sun or rain. All such stores shall be cleared away and the ground left in good and proper order on completion of this contract; unless otherwise expressly mentioned herein.

- c) All materials which are stored on the site shall be stacked in such a manner as to facilitate rapid and easy checking of quantities of such materials.

8.15. Lighting for Works

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

8.16. Labour Hutments

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

8.17. Works Diary

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

8.18. Progress Report:

The Contractor shall submit daily/monthly progress reports to the Employer/ Architect/ Project Management Consultant in a form as required by him which shall also include progress photographs of the works.

In addition, the Contractors shall maintain site records/ registers etc. as required and directed by the Architect/ PMC/ Employer.

8.19. Site Meetings:

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

8.20. Contractor to Verify Site Measurements:

- a) The Contractor shall check and verify all site measurements whenever requested by other specialists, Contractors or by nominated or other sub-Contractor to enable them to prepare their own shop drawings and pass on the information with sufficient promptness as will not in any way delay the works. A copy of all such information passed on shall be given to the Project Management Consultant.

- b) Measurement to be recorded before work is covered up:

The Contractor shall take joint measurements with the PMC's/ Architect's representative before covering up or otherwise placing beyond the reach of measurement any item of work. Should the Contractor neglect to do so, the same will be uncovered at the Contractor's expense or in default thereof, no payment or allowance shall be made for such work or the materials with which the same was executed. No claim for interim bill payment will be entertained unless the bill is accompanied with detailed measurements.

c) Typographic or clerical errors

The Architect's clarifications regarding partially omitted particulars or typographical or clerical errors shall be final and binding on the Contractor.

8.21. Items not covered

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

8.22. Contract Rates:

The Contract prices and variation rates shall remain firm till final completion of the work and shall be deemed to include all labour, materials, use of plant tools, temporary works and buildings, etc. insurance, works contract tax, local taxes and duties, royalties, establishment charges, overhead, profit, supervision, transport, sampling, testing (Onsite & Laboratory), shop drawing, as-built drawing and other charges and every expense incurred in the proper and due execution, completion and maintenance of the works, and shall be in full satisfaction and discharge of

every obligation and imposed upon him by the contract and nothing extra shall be payable unless so specifically stated in this contract. Goods and Service Tax (GST) will be paid extra as applicable.

8.23. Time of Completion & Progress of Works:

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

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

8.24. Statutory Obligations, Notice, Fees and Charges:

- i)
- a) The Contractor shall comply with and give all notices required by any act, any instrument rule or order made under any Act, or of any regulation or by-laws of Municipal Corporation and any other local body or authority or of any agency which has any jurisdiction with regard to the works or with whose systems the same we are or will be connected (all requirements to be complied with being referred to in these Conditions as the statutory requirements)
- b) If the Contractor shall find any divergence between the statutory requirements and all or any of the contract documents or any variation instruction issued in accordance with these Conditions, he shall immediately give to the Employer/ Architect a written notice specifying the divergence.
- c) If the Contractor gives notice under paragraph (b) of this sub-clause or of Employer/ Architect shall otherwise discover or receive notice of a divergence between the statutory requirements and all or any of the contract documents or any variation instructions issued in accordance with these conditions, the Employer shall within 7 (seven) days of discovery or on receipt of a notice issue instructions in relation to the divergence.
- d) If in any emergency compliance with paragraph (a) of this sub-clause requires the Contractor to supply materials or execute work before receiving instruction
- e) under paragraph (c) of this sub-clause the Contractor shall supply such limited materials and execute such limited work as are reasonably necessary to secure the statutory requirements.
- f) The Contractor shall forthwith inform the Employer/ Architect/ PMC of the emergency and of the steps that he is taking under this paragraph of these

conditions.

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

8.25. Assignment and subletting

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

8.26. Materials and Workmanship to be best of the respective kind

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

iv) Samples:

All samples of adequate numbers, size, shades & pattern as per specifications shall be supplied by the contractor without any extra charges. If certain items proposed to be used are of such nature that samples cannot be presented or prepared at the site detailed literature/test certificate of the same shall be provided to the satisfaction of the Architect/ consultant. Before submitting the sample/literature the contractor shall satisfy himself that the material/equipment for which he is submitting the samples/literature meet with the requirement of tender specification. Only when the samples are approved in writing by the Architect/SBI the contractor shall proceed with the procurement and installation of the particular material/equipment. The approved samples shall be signed by the Architect/SBI for identification and shall be kept on record at site office until the completion of the work for inspection/comparison at any time. The Architect/SBI shall take reasonable time to approve the sample. Any delay that might occur in approving the samples for reasons of its not meeting the specifications or other discrepancies inadequacy in furnishing samples of best qualities from various manufacturers and such other aspects causing delay on the approval of the materials/equipments etc shall be to the account of the contractor. The Employer/ Architect/ PMC shall check the samples and give his comments and/or approval to the same. Only when the samples are approved in writing by Employer he shall proceed with the procurement and installation of the same. The approved samples shall be signed by the Architect for identification and shall be kept on record at Employer's office until the completion and acceptance of the work and shall be available at the site for inspection/ comparison at any time. The Contractor shall keep with him a duplicate of such samples to enable him to process the matter. For items of work where the samples are to be made at the site, the same procedure shall be followed. All such samples shall be prepared at a place where it can be left undisturbed until the completion of the project.

a) Testing of work and materials:

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

8.27. Approved Makes:

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

8.28. Dismissal of Undesirable Persons:

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

8.29. a) Access to the Works

The Employer/ Employer's representative, Architect/ Architect's representative,

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

b) Facilities to other Contractors:

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

8.30. Employer/ Architect's Instruction:

i) The Contractor shall forthwith comply with all instructions issued to him by the Employer/ Architect/ PMC in regard to any matter in respect of which the Employer expressly empowered by these Conditions to issue instructions. If within 7 (seven) days after receipt of a written notice from the Employer/ Architect/ PMC requiring compliance with an instruction the Contractor does not comply therewith, then the Employer may employ and pay other persons to execute any work whatsoever which may be necessary to give effect to such instruction and all cost incurred in connection with such action shall be recoverable from the Contractor by the Employer as a debt or may be deducted by him from any monies due or to become due to the Contractor under this Contract.

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

8.31. Termination:

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

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

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

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

9. SPECIAL CONDITIONS OF CONTRACT - (ANNEXURE- 1a)

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

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

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

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

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

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

5) The Environmental Clearance obtained by GIFTCL is subject to a number of conditions. THE CLIENT (S.B.I.) is required to comply with these conditions in so far as they are related to your development. Contractor to ensure that No such violation is found from contractor's side, until his work is completed in all respects;

6) GIFT UDA reserves the right to amend or add any condition during the progress of works, if required necessary and the same shall be binding on the developer – Contractor to take Note;

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

8) Contractor is required to construct building in compliance with GIFT Area DCRs

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

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

9.2.1 Preamble: GIFTCL aims to achieve the highest standards in Environmental, health & safety (EHS) performance during the construction phase. All the CONTRACTORS should demonstrate successful track record with regard to the EHS performance. GIFTCL shall support the efforts and initiatives that are instigated by the CONTRACTORS for achieving highest standards in EHS performance. These

guidelines are applicable to all type of construction activities undertaken by OWNERS & their contractors working in GIFT city.

This EHS guideline covers minimum environmental, health & safety obligations to be followed by various developers working in GIFT city. A copy of EHS guidelines along with project with project specific EHS requirement will be given to the Developers at the time of issue of development permission.

9.2.2 Contractor's Responsibilities and Obligations

- a) It will be sole responsibility of the CONTRACTOR to ensure all applicable legal compliances related to Environment, Health and Safety.
- b) The CONTRACTOR shall submit a detailed EHS Plan along with the details of responsible person to GIFTCL/ GIFTUDA and shall be responsible for EHS performance of their sub-contractors too.
- c) The CONTRACTOR will strictly comply with various rules and orders made by Gujarat Government under the Building and other Construction Workers (Regulation of Employment & Condition of Service) Act, 1996.
- d) It shall be responsibility of the CONTRACTOR that all the employees at site are protected from the occupational hazards of the work or any other work carried out in the vicinity.
- e) The CONTRACTOR shall identify and exercise all necessary precautions for pollution control & safety, health of all of his workmen and other persons who may be affected by his services.
- f) GIFTCL has in place required environmental clearance under EIA notification 2006. The CONTRACTOR shall be fully responsible to comply with the applicable conditions stipulated under environmental clearance. Also, the CONTRACTOR is responsible for complying with all other Central's & State Government's regulatory requirements along with other GIFTCL/GIFTUDA's requirements.

9.2.3 Obligations for Environmental Protection

- a) All minerals for the project shall be brought from the approved sources/quarries having valid No Objection Certificate (NOC)/Consolidated Consent and Authorization (CCA) from Gujarat Pollution Control Board (GPCB).
- b) The transportation of the construction material. to the site from the source should be transported in the truck properly covered by tarpaulin or suitable material.
- c) Machinery equipment's, machines and transportation vehicles should be in appropriate condition meeting the pollution control norms and shall be inspected periodically for noise and emissions levels.
- d) Periodic maintenance of construction machinery, transportation vehicles should be under taken and engines of all vehicles should be thoroughly maintained so as to keep noise and emissions levels within the limits.
- e) Diesel generator sets used during the construction phase of more than 15 KVA should be enclosed type.
- f) The oil/grease handling area should be kept effectively impervious to prevent surface and ground water contamination by oil/grease. Also need to clean these areas after periodic intervals.
- g) Safe drinking water is to be supplied to the workers at site/camps and periodic inspection / cleaning of water tanks is to be done.
- h) Sufficient sanitation facilities should be provided at site before starting construction activities, in order to maintain hygienic conditions at site/camp.
- i) The waste water generated from the worker camps, workshops, washing

- equipment's etc shall be disposed in environmentally sound manner.
- j) Dumping of any type of construction waste in neighboring sites, landscaped area, and natural drains is strictly prohibited. It should be dumped at designated site only.
 - k) Garbage generated at site/workers camps should not be dumped anywhere near the construction site or worker camps. Waste should be segregated as Biodegradable, Non Biodegradable, recyclable, hazardous waste at source itself and put in separate colour coded bins. It shall be disposed at designated Government approved disposal site only.
 - l) Hazardous wastes such as waste oil, paints, solvents, wood preservatives, pesticides, adhesives and sealants shall be handed over to the GPCB authorized vendors only.
 - m) Recyclable wastes such as plastics, glass fiber insulation, roofing etc shall be given to authorized vendor;
 - n) All topsoil excavated during construction activities should be stored for use in horticultural works / landscape development at designated sites.
 - o) Any activity resulting in Air, Water and Land pollution will be considered as a serious offence.
 - p) It is recommended to have silt fences to prevent spill over of excavated soil to areas outside the working area.
 - q) Stockpiles of materials near natural drains/ neighboring plot shall be avoided.
 - t) The entire project area shall be cleaned and checked before the on-set of monsoon to ensure free flow of storm water run-off.

9.2.4 Obligations for Health & Safety of workers

- a) Safety and work specific induction is must before work start on site.
- b) It is necessary to provide a dedicated and competent EHS supervisor to take care of environmental, health & safety performance at site. If the CONTRACTOR employs 100 workmen, he shall appoint one Safety Officer with the required qualifications and experience.
- c) It is the responsibility of the CONTRACTOR not to allow any of his employees to work in an unsafe condition, nor with unsafe equipment and shall take all necessary measures to prevent accidents.
- d) The construction site shall be barricaded (at least 3m height) as per design approved by architect with adequate signage. All site areas having risk of falling need to be barricaded properly. Adequate safety instructions and signage shall be displayed at site.
- e) The CONTRACTOR shall provide periodic safety training to all his employees/workers commensurate to their job roles.
- f) Good housekeeping must always be maintained. All roads, passage, walkways, aisles, must always be kept clear of materials to avoid slips, trips and falls.
- g) Safety Talk / Tool Box Talk are to be conducted daily for workmen to make them aware about the hazards associated with their role.
- h) In case of any accident or incident Mass Tool Box Talk need to be given amongst all the workmen as an awareness.
- i) The CONTRACTOR shall provide adequate and suitable Personal Protective Equipments (PPEs) to all concerned personnel. PPE's like safety helmet (IS 2925), safety shoes (puncture resistance), Safety Belts, hand gloves (PYC type/rubber/cotton/leather) according to nature of work, high visibility jacket, ear muffs, safety goggles etc. are mandatory at construction sites.

- j) All PPEs, safety devices and safety guards are to be maintained properly and should be kept sound and operative. To ensure PPEs usage by employees, a register bearing signature or thumb impression of the employee issued with such PPE shall be maintained. Periodic replacement also needs to be noted in register.
- k) For the smooth traffic movement, the CONTRACTOR needs to assign signalman or traffic controller around the construction site.
- l) Construction/maintenance activities carried out at height of 3 meters and above shall be controlled and should be as per IS code IS 4014.
- m) Health and safety requirements for excavation shall be as per the IS code (IS 3764). Excavation site should be properly barricaded with sufficient safety signage.
- n) Necessary Health and safety requirement for confined space (basements etc.) need to be followed. Proper access/egress, oxygen level, illumination level and supervisor with log sheet, emergency vehicle need to check before start of confined space work.
Inspection of construction equipment shall be carried out prior to their deployment by EHS Supervisor.
- o) Makeshift arrangement as parts of scaffolding, work benches, electricity board etc. are strictly prohibited. Damaged or defective tools shall not be allowed at site.
- p) Electrically operated tools shall be inspected periodically.
- q) Earth Leakage Circuit Breakers (ELCB) shall be used on all temporary electrical connections and ELCB testing records need to be maintained.
- r) The temporary cables used shall be free from damaged insulation, kinks or improperly insulated joints.
- s) Proper grounding shall be ensured for all switch boards & electrical equipment.
- t) Well maintained apparatus, such as torches, manifolds, regulators or pressure reducing valves, Gas cutting sets with flashback arrestor, welding machines with crimping clamps shall be used in hot work activity.
- u) First aid facilities with professional first aider shall be readily available for 24 hours at site.
- v) Material Safety Data Sheet (MSDS) shall be displayed on site for paints, pesticides, adhesives, sealants and similar kind of materials.
- w) Combustible material such as wooden waste, empty tins, paints, adhesives need to be removed from site on periodic basis.
- x) Fire extinguisher near DG sets/ combustible material storage area is required and to be maintained properly to avoid fire hazards.
- y) Arrangement of the emergency medical facility shall be readily available along with respective site supervisor.

Disposal of construction waste:

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

9.2.5 Records, Documentation and Reporting

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

skilled workmen.

- c) The CONTRACTOR will submit a quarterly EHS compliance report.

9.2.6 Audit and Inspections

- a) The CONTRACTOR must provide evidence of its satisfactory EHS performance and compliance through monthly EHS report in prescribed format mentioning details of contractor & sub-contractor to the Environment Division of GIFTCL in first week of every month.
- b) The CONTRACTOR has to attend the meetings called by Environmental division of GIFTCL as and when required.
- c) GIFTCL reserves the right to carry out EHS inspection or audit of the construction site at anytime.
- d) These periodical audits will be done by third party or audit team assigned by Environmental division of GIFTCL. After receiving the audit report; the CONTRACTOR should prepare compliance report and need to submit to GIFTCL within stipulated time.

9.2.7 Cost Recovery and Penalty

- a) Noncompliance of EHS guidelines by the CONTRACTOR will attract serious attention of the GIFTCL's Management and GIFTCL will be in position to exercise its authority.
- b) GIFTCL may issue notice to the CONTRACTOR to deploy a more competent site-in-charge and/or other personnel.
- c) GIFTCL reserve the rights to implement EHS measures at site in case the CONTRACTOR fail to implement. The cost of the same will be recovered from the CONTRACTOR.
- d) In case of repeated non-compliance of EHS guidelines by the CONTRACTOR, GIFTCL / GIFTUDA reserves the rights to take strict action and issue a stop work notice or and may impose a fine.

9.2.8 Emergency Response

- a) The CONTRACTOR has to prepare and implement an Emergency Preparedness Plan. Details of responsible officials for handling emergency situations along with their name, designation and contact numbers have to be displayed at various locations within the site.
- b) In case of any emergency like fire, explosion, toxic gas release or any incident, immediate information is to be communicated to various helpline:
MEDICAL: 108
FIRE: 101
SECURITY: 100
- c) Any emergency in GIFT area can be extremely dangerous; hence it is to be reported immediately to the **SECURITY DEPARTMENT of GIFTCL at +91-79- 30018300.**

9.3 GIFT CITY REGULATIONS

Regulation 6 - Payment of Wages

- i) Wages due to every worker shall be paid to him direct. All wages should be paid in current currency or coins or in both.
- ii) Wages of every worker employed on the Contract shall be paid where the wage period is one week, within THREE days from the end of the Wage period, and in any other case before the expiry of the 7th day or 10th day from the end of the wage period according as the number of workers does not exceed 1,000 or exceeds 1,000.
- iii) When employment of any worker is terminated by or on behalf of the Contractor, the wages earned by him shall be paid before expiry of the day succeeding the one on which his employment is terminated.
- iv) Payment of wages shall be made at the Work Site on a working day except when the work is completed before expiry of the wage period in which case final payment shall be made at the Work Site within 48 hours of the last working day and during normal time.

NOTE: The term "Working Day" means a day on which the work on which the labour is employed is in progress.

Regulation 7 - Register of Workmen:

A register of workmen shall be maintained in the Form appended to the regulations and kept at the work site or as near to it as possible, and relevant particulars of every workman shall be entered therein within THREE days of his employment.

Regulation 8 - Employment Card:

The Contractor shall issue an employment card in the Form appended to these regulations to each worker on the day of work or entry into his employment. If a worker already has any such card with him issued by the previous employer, the Contractor shall merely endorse that Employment Card with relevant entries. On termination of employment, the Employment Card shall again be endorsed by the Contractor and returned to the worker.

Regulations 9 - Register of Wages, etc.:

- i) A Register of Wages cum Muster Roll in the Form appended to these regulations shall be maintained and kept at the Work Site or as near to it as possible.
- ii) A wage slip in the form appended to these regulations shall be issued to every worker employed by the Contractor at least a day prior to disbursement of wages.

Regulation 11 – Register of Accidents

The Contractor shall maintain a register of accidents in such form as may be convenient at the work place 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 of Time when admitted to hospital
- h) Date of discharge from the hospital
- i) Percentage of loss of earning capacity and disability as assessed by the medical Officer.
- j) Claim required to be paid under Workmen's Compensation Act.
- k) Date of payment of compensation
- l) Amount paid with details of the person to whom the same was paid
- m) Authority by whom the compensation was assessed.
- n) Remarks

Regulation 20 – Amendments

The Employer may, from time to time, add to or amend these Regulations and issue such directions as it may consider necessary for the purpose of removing any difficulty which may arise in the demonstration thereof.

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

10. CONTRACTORS LABOUR RULES – REGULATION - (ANNEXURE- 2)

10.1 Labour Rules:

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

10.2 Fair Wages:

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

10.3 Notices:

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

10.4 Record of wages etc.

The Contractor shall maintain records of wages and other remuneration paid to his

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

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

10.5 Safety Provisions:

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

10.5.1 SCAFFOLDS

- i) Suitable scaffolds shall be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except in the case of short duration work which can be done safely from ladders. When a ladder is used, it shall be of rigid construction made either of good quality of wood or steel. The steps shall have a minimum width of 450mm and a maximum rise of 300 mm. Suitable hand holds of good quality wood or steel shall be provided.
- ii) Scaffolding or staging more than 4m. above the ground floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly bolted, braced or otherwise secured, at least 1 m. above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent

it from swaying from the building or structure.

- iii) Working platforms, gangways and stairways shall be so constructed that they do not sag unduly or unequally and if the height of the platform, gangway or stairway is more than 4 m. above ground level or floor level, they shall be closely boarded and shall have adequate width and be suitably fenced as described in (ii) above.
- iv) Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 1m. Wherever there are open excavations in ground, they shall be fenced off by suitable railing and danger signals installed at night so as to prevent persons slipping into the excavations.
- v) Safe means of access shall be provided to all working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m. in length while the width between side rails in rung ladder shall in no case, be less than 290mm. for ladder up to and including 3m. in length. For longer ladders this width shall be increased at least 20mm for each additional meter of length.
- vi) A sketch of the ladders and scaffolds proposed to be used shall be prepared and approval of the Engineer obtained prior to construction.

10.5.2 OTHER SAFETY MEASURES

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

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

10.5.3 DEMOLITION

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

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

10.5.4 PERSONAL SAFETY EQUIPMENTS

- a) All necessary personal safety equipment as considered adequate by the site Engineer/ PMC should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the Contractor should take adequate steps to ensure proper use of equipment by those concerned.
- b) Workers/employed on site shall be provided with protective footwear and protective goggles.

- c) Those engaged in welding works shall be provided with welder's protective eyesight lids.
- d) The Contractor shall not employ men below the age of 18 years and women on the work
- e) Suitable face masks should be supplied for use by the workers
- f) When the work is done near any public place where there is risk of drowning, all necessary equipments should be provided and kept 'ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

10.5.5 HOISTING MACHINES

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

- a) These shall be of good mechanical constructions sound material and adequate strength and free from patent defect and shall be kept in good repair and in good working order.
- b) Every rope used in hoisting or lowering materials or as means of suspension shall be of durable quality and adequate strength and free from patent defects.
- c) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years shall be in charge of any hoisting machine including any scaffolding winch or give signals to operator.
- d) In case of every hoisting machine and of every chain ring hook, shackle shovel and pulley block used in hoisting or as means of suspension the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load, each safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
- e) In case of departmental machines, the safe working load shall be notified by the Site Engineer/ PMC. As regards Contractor's machines, the Contractor shall notify the safe working load of the machine to the PMC whenever he brings any machinery to site of work and get it verified by the PMC concerned.
- f) Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum of the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulated mats, wearing apparel, such as gloves, sleeves and boots as may be necessary, should be provided. The workers should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
- g) All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or

near places of work.

- h) These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the Contractor.
- i) To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the Contractor shall be open to inspection by the Labour Officer, Engineers of the Department or their representatives.
- j) Notwithstanding the above clause from (i) to (xviii), there is nothing in these to exempt the Contractor from the operations of any other Act or Rule in force in the Republic of India.
- k) The Contractor shall at his own expense provide footwear for all labour

10.5.6 First Aid:

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

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

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

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

10.6 Accommodation for Labour:

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

10.7 Drinking Water:

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

Where drinking water is obtained from an intermittent public water supply, each workplace shall be provided with storage where drinking water shall be stored. Every water supply storage shall be at a distance of not less than 15 meters from any latrine,

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

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

10.8 Washing and Bathing Places:

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

10.9 Latrines and Urinals:

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

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

11. PROFORMA & ANNEXURES

ANNEXURE – 11.01 EMPLOYING CONTRACT LABOUR

ANNEXURE – 11.02 REGISTER OF CONTRACTORS

ANNEXURE – 11.03 NOTICE OF COMMENCEMENT /COMPLETION OF CONTRACT WORK

ANNEXURE – 11.04 FORMAT OF ANNUAL RETURN OF THE PRINCIPAL EMPLOYER TO BE SENT TO THE REGISTERING OFFICER

ANNEXURE – 11.05 MONTHLY PROGRESS REPORT

ANNEXURE – 11.06 RECEIPT OF MATERIALS AT SITE (MONTHLY)

ANNEXURE – 11.07 RUNNING A/C BILL

ANNEXURE – 11.08 R. A. BILL CERTIFICATE

ANNEXURE – 11.09 CERTIFICATE OF PAYMENT BY PMC

ANNEXURE – 11.10 HINDRANCE REGISTER

ANNEXURE – 11.11 SITE ORDER BOOK

ANNEXURE – 11.12 EXTENSION OF TIME LIMIT

ANNEXURE – 11.13 RECOMMENDING EXTENSION OF TIME.

ANNEXURE – 11.14 FORMAT OF LETTER GRANTING EXTENSION OF TIME

ANNEXURE – 11.01

**PROFORMA OF APPLICATION FOR REGISTRATION OF ESTABLISHMENT
EMPLOYING CONTRACT LABOUR**

1.	Name and location of the Establishment.	
2.	Postal address of the Establishment.	
3.	Full name and address of the Principal Employer. (furnish father's name in the case of individuals)	
4.	Full name and address of the Manager or the person responsible for the supervision and control of the Establishment.	
5.	Nature of work carried on in the Establishment.	
6.	Particulars of Contractors and Contract Labour:	
(a)	Names and address of the Contractors.	
(b)	Nature of work in which contract labour is employed or is to be employed.	
(c)	Maximum number of contract labour to be employed on any day through each Contractor.	
(d)	Estimated date of commencement of each contract work under Contractor.	
(e)	Estimated date of termination of employment of contract labour under each Contractor.	
7.	Particulars of treasury receipt enclosed. (Name of the treasury, amount and date)	

I hereby declare that the particulars given above are true to the best of my
knowledge and belief.

Principle Employer

Seal and Stamp

.....

ANNEXURE -11.02

PROFORMA OF REGISTER OF CONTRACTORS

1. Name And Addresses Of The Principle Employer _____
2. Name and address of the establishment _____

Sr. No..	Name and address of the Contractor	Nature of work on contract	Location of contract work	Period From	Contract To	Maximum Number of workmen employed by the Contractor
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ANNEXURE – 11.03

PROFORMA OF NOTICE OF COMMENCEMENT/ COMPLETION OF CONTRACT WORK

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

Signature of the Principle Employer

The Inspector,

ANNEXURE – 11.04

**ANNEXURE- 4.14: FORM XXV:FORMAT OF ANNUAL RETURN
OF THE PRINCIPAL EMPLOYER TO BE SENT TO THE
REGISTERING OFFICER**

Sr. No		Year Ending 31 st December
1	Full name and address of the Principal employer	
2	Name of the Establishment. (a) District (b) Postal Address (c) Nature of operation/industry/work carried on	
3	Full name of the Manager or person responsible for supervision control of the Establishment.	
4	Number of Contractors who worked in the Establishment during the year (Given details as per pro forma below).	
5	Nature of work/operations on which contract labour was employed.	
6	Total number of days during the year on which contract labour was employed.	
7	Total number of man days worked by contract labour during the year.	
8	Maximum number of workmen employed directly on any day during the year.	
9	Total number of days during the year on which direct labour was employed.	
10	Total number of man days worked by directly employed workmen.	
11	Changes, if any, in the management of the establishment, its location or any other particulars furnished to the Registering Officer in the application for Registration indicating also the dates.	

Place _____

Date _____

Principal Employer

Name

ANNEXURE – 11.05

PROFORMA OF MONTHLY PROGRESS REPORT

Name of work:

Progress report for the month:

Report No:

Sr. No.	Description	Details of location where works is done	Approximate quantity executed

ANNEXURE-11.06

RECEIPT OF MATERIALS AT SITE

Sr. No.	Description	Opening Balance	Receipt during month	Consumption during month	Closing balance	Total quantity received till date
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ANNEXURE – 11.07

I – RUNNING A/C BILL

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

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

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

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

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

Net values since Previous bill

ANNEXURE – 11.08

R.A. BILL CERTIFICATE

The measurements on the basis of which the above entries for the running bill no
_____ Were made have been taken jointly on
_____ And are recorded at pages _____ to
_____ Of measurement book No. _____

Signature and date of Contractor Signature and date of PMC's representative

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

Architect P.M.C. Bank's
Engineer

ANNEXURE - 11.09

PROFORMA OF CERTIFICATE OF PAYMENT BY PMC

Certificate No. Interim /	Dated	
Client:	Project No.	Building Work/ Interior Work
	Particulars:	
Contractor:	Contract / Letter No.	Dated:
	Contract's Bill No.	Dated:

This is to certify that the amount given below (*) is due to your Contractors for the work done by them and / or against materials delivered at site and/or for advance towards contract on the above referred project.

Advance against contract:
Less: Advance adjusted to date
Balance Advance
Advance against material delivered at site
Amount of work done to date
Total Rs.....
Less: Retention on work done Rs.....
Less: Previously certified up to Rs.....
Present Certificate (*) Rs.....

Rupees _____

The cost of material supplied by you or payments made by you directly if any, and not covered herein above, should be adjusted before making the payment of the certified amount (*)

Necessary Deduction U/S 194C of the Income Tax 1961 and sales tax may be made before paying the above certified amount.

By a copy of this letter, we are intimating the Contractors to call on you for the necessary payment.

Remarks, if any

the details of insurance policy are enclosed .

Signature of Architects

Enclosures: Bill

ANNEXURE – 11.10

PROFORMA OF HINDRANCE REGISTER

Name of the work:

Date of start of work:

Name of Contractor:

Period of Completion:

Agreement No.:

Date of completion:

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

PMC – Project Management Consultant

ANNEXURE- 11.11

FORMAT OF SITE ORDER BOOK

Name of the work_____

Date of Commencement_____

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

ANNEXURE - 11.12

PROFORMA FOR APPLICATION OF EXTENSION OF TIME LIMIT

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

Submitted to the PMC/Architects/Bank

Date:

Signature of Contractor

ANNEXURE- 11.13

FORMAT FOR RECOMMENDING EXTENSION OF TIME

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

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

ANNEXURE-11.14

FORMAT OF LETTER GRANTING EXTENSION OF TIME

To

Dear Sirs,

Construction at _____ work- Extension of Time

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

Yours Faithfully,

Architects

PREAMBLE

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

1) All Items are deemed to be completed in all respects - Contractor to quote for any factor, which, as per him seems missing, in the specification, for him to complete the item, in all respects

2) It shall be part of contractor's scope to submit all Detailed Working/Shop Drawings of the Cladding System w.r.t. Structural Components, etc. for all works under his scope, based on the design scheme provided to him, post review of actual conditions at site and requirement of the project; the said details shall be called as Shop Drawings and shall be reviewed & approved by the Architect;

2.1) In continuation to the above, if the contractor needs to appoint any external consultants for the understanding, review, up gradation and/or modification of the works / details, the same shall be at his risk and cost and the fees for the same shall not be payable extra, in any way;

3) Post completion of work, the Contractor shall prepare the 'As Built Drawings' and submit to the Architect for review & certification, for the Employer's good record – these drawings shall be as per actual work done at site, duly drafted in CAD soft copy & Hard Copy prints

4) A very high standard of quality in work shall be maintained in this project for long term durability. Special care shall be taken to eliminate the use of In-appropriate materials & Poor construction practices

5) If any issues/ mistakes are observed at any part of contractor's scope work, the part shall be isolated and dismantled to be rebuilt/ refixed to acceptable standards. The decision of the Architect/ Owner shall be final and binding in such case.

6) The BOQ shall be read in conjunction with the technical specification and the drawings/ notes, made available with the tender documents.

7) In case there is any discrepancy in the BOQ, Tech Specs. And the drawings, in such cases contractor shall carry out the work so as to satisfy the intent of the tender.

8) Notwithstanding any limits in the wording of the individual items and or the explanations in this preamble, it is to be clearly understood by the tenderer that the rates and sums which he enters in the Bill of Quantities are to be for the work finished complete, in every respect, including wastage of material and labour on any account, tools, temporary work, carriage, all tests as specified or required etc and deemed to have taken full account of all requirements and obligations, whether expressed or implied, covered by all parts of this contract and to have priced the items herein accordingly, Rates should also include all taxes applicable such as octroi, works contract tax etc.

9) The bidder to quote inclusive of rates for Supply and for Installation, Testing & Commissioning under each item.

10) Mode of Measurement : Unless otherwise mentioned in the description of the item or specification, the Bill of Quantities shall be applicable for work at any height, depth, position or condition.

11) Rates and prices set against items are to be the all inclusive value of the finished work shown on the Drawings and/or described in the Specifications or which can reasonably be inferred there from and are to cover the cost of provision of plant, labour, supervision, materials, erection, insurance, maintenance, overheads and profits and every incidental and contingent cost whatsoever and all the Contractor's obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.

12) The Specifications are intended to cover the supply of material and execution of all work necessary to complete the works. Should there be any details of construction of material which have been referred to in the Specifications or in the Bill of Quantities and Drawings, the necessity for which may reasonably be implied or inferred there from, or which are usual or essential to the completion of all works in all trades, the same shall be deemed to be included in the rates and prices named by the Contractor in the Bill of Quantities.

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