

NIT NO	AMRRJMR201
DATE	31.08.2024



REGIONAL BUSINESS OFFICE, TUNI

INVITING TENDERS

IN SINGLE BID SYSTEM THROUGH E-TENDERING PROCESS.

FOR

INTERIOR WORKS (FURNISHING, ELECTRICAL AND HVAC) AT NEW PREMISES OF RACPC, JAGGAMPETA, KAKINADA DISTRICT, ANDHRA PRADESH.

COMPOSITE CONTRACTORS WHO ARE EMPANELLED WITH SBI-LHO, AMARAVATI CIRCLE (WHO CAN COMPLETE WORK IN 21 DAYS) ARE ONLY ELIGIBLE TO PARTICIPATE

Last date for submission of E-Tender: 3.00 P.M. (IST) on 14.09.2024

Opening of E-Tenders: 4.00 P.M. (IST) on 14.09.2024

State Bank of India
REGIONAL BUSINESS OFFICE
D.NO:2-2-1, MR PETA, OPP: LIC OFFICE,
TUNI -533 401

NOTICE INVITING TENDER (NIT)

Online tenders are invited from eligible contractors who are on the banks approved panel of SBI, Amaravati Circle in the appropriate category (contractors to furnish proof of empanelment and its validity)

1	Name of the work	INTERIOR WORKS (FURNISHING, ELECTRICAL AND HVAC) AT NEW PREMISES OF RACPC, JAGGAMPETA, KAKINADA DISTRICT, A.P.
3	Date and Time where-Tender forms are available (From _____ to _____)	FROM 31.08.2024 to 14.09.2024 For information: Refer Bank's web site www.sbi.co.in under "procurement news". To apply refer https://etender.sbi/
4	Time and last date of submission of online e-Tender	Up to 3.00PM on 14.09.2024
5	Place, Time & Address for submission of e-Tender/contact person /telephone no/email address.	Up to 3.00 p.m. on 14.09.2024 A) Tender documents at https://etender.sbi/ B) EMD at the Address: State Bank of India, Regional Business Office MR Peta, Opp: LIC Office Tuni -533401 Ph.: 08854-256213, E-mail :sbi.63877@sbi.co.in
5	Date, Time and Place of opening of e-Tenders (Representatives of Bidder may be present during opening of Bids. However Bids would be opened even in the absence of any or all the bidder's representatives)	On 14.09.2024 4:00PM State Bank of India, Regional Business Office, MR Peta, Opp: LIC Office Tuni -533401 Ph.: 08854-256213, E-mail :sbi.63877@sbi.co.in
7	Quantum of Earnest Money Deposit (EMD-DD) `_____ drawn in favour of _____ Payable at _____	Rs. 31,000.00 DD drawn in favor of Regional Manager, Regional Business Office, Tuni payable at Tuni Physical copy of EMD should reach before due date and time.
8	Quantum of Security Deposit _____ (percentage) drawn in favour of _____ Payable at _____. Amount of bank guarantee.	1. Initial Security Deposit (ISD) – 2% of the-Tender value including EMD 2. Retention Money- Deductible in running bills@ 10% of the value of work and Total deductible is 5% of value of work including EMD, ISD.
9	Estimated cost	Rs. 30,83,458.00+GST
10	Terms of payment of Bills, if any (specify the minimum value of work for payment of running account bills)	No interim Bill or Advance will be paid.
11	(Penalty clause) Liquidated Damages	@ 0.5% of the value of work per week of delay subject to a maximum penalty of 5% of the value of work would strictly imposed.
12	Stipulated time for completion of the work/supply.	21 DAYS from the date of work order/ LOI or mark out whichever is later.
13	Defects Liability Period	1 Year from virtual completion of work.
14	Validity period of the Tender.	90 days from last date for receipt of tender
15	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;

Signature of the Contractor

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		<ul style="list-style-type: none"> • Contractor should have GST Registration Number. • Invoice should specifically/separately disclose the amount of GST levied at applicable rate as per GST provisions/Rules. • In case of Correction in the bills after scrutiny, contractor should submit fresh bills for payment. • Contractor should timely file his GST return in accordance with GST provisions to enable the bank to claim the credit of GST paid to the contractor. • The GST Number of State Bank Of India are For Andhra Pradesh state -37AAACS8577K1ZO For Telangana State -36AAACS8577K1ZQ For Puducherry U.T - 34AAACS8577K1ZU
16	Electronic Payment	Electronic payment shall be preferred. All the contractor must furnish details such as 1) Name of the their bank 2) Name of their branch 3) Account number 4) Name of the account holder as in the bank account 5) IFSC No of the branch 6) PAN number.
17	Agency for arranging e-tender/online bidding	E-Procurement technologies Limited, Ahmedabad. Fahad Khan – 6352631766 Shaik Nasiruddin – 6352632093 Jay Vyas – 9265562819 Mubassera – 7859800621 Hiral Purohit - 6352631968 You are requested to contact the agency for further guidance on E tendering
18	Any additional Information	The quoted rate should be inclusive of materials, labour, wages, fixtures, transportation, installation, all taxes(excluding GST), wastages, Octroi, machinery, temporary works such as scaffolding, cleaning, overheads, profit, statutory expenses, incidental charges and all related expenses to complete the work. If the final L1 bid is unreasonably low i.e. L1 bid is less by 7.5% or more of the Estimated Cost, the contractor shall submit Additional Security Deposit (ASD) in the form of PBG/DD for an amount equal to difference i.e. 92.5% of estimated cost and amount quoted by the L1 contractor. PBG/ DD to be submitted within 7 days from issue of letter from Bank. The ASD deposit is in addition ISD as mentioned above.
19	Bidder Contact Details.	Bidder to provide following information. 1) Name of Company. 2) Contact Person. 3) Mailing address with Pin Code. 4) Telephone number and Fax number. 5) Mobile Number and E-MAIL.

The contractor has to provide their E-mail id, contact nos. and postal address in the bid documents. Henceforth, all official communication from Bank/SBI shall be through E-mail and SMS also.

The D.D./ B.C. of E.M.D. shall be submitted/sent (otherwise the tender shall be summarily rejected) at the above mentioned address on or before the opening date/time.

The SBI reserves the right to cancel (or) postpone or modify the-Tenders at any stage without assigning any reason.

Regional Manager
RBO, TUNI

Following documents to be scanned and uploaded:-

1. Scanned copy of EMD must be uploaded and the same needs to be Submitted at given address within due date of tender.
2. Letter of Empanelment.
3. Declaration signed by authorized person with stamp. (Annexure-A)
4. Scan copy of valid Electrical contractor license of the respective bidder to be uploaded.
5. AC work to be carried out by authorized dealers of respective approved brand. The authorized dealership letter of respective brand of AC to be uploaded.

Firm should be visit the website (<https://etender.sbi>) till last date of submission for any Changes. Corrigendum if any will be published only in <https://etender.sbi>

INSTRUCTIONS TO CONTRACTORS.

1.0 Scope of Work

Sealed Tenders are invited by State Bank of India for “**INTERIOR WORKS (FURNISHING, ELECTRICAL AND HVAC) FOR NEW PREMISES OF RACPC JAGGAMPETA, KAKINADA DISTRICT, ANDHRA PRADESH.**”

1.1 Site and Its Location : Sree Complex , D.No:10-436/2, GNT Road, NH-216, Beside Victory Super Market, Jaggampeta -533435

The proposed work is to be carried out at

1.2 Clients/Architects reserve to itself the right to accept or reject any tender without assigning any reason for doing so and do not bind itself to accept the lowest or any other tender.

1.3 General Specifications are for guidance only. The latest ISI codes and Specifications and mode of measurements will be referred to during execution.

1.4 Deleted

1.5 Employer or Client shall mean SBI.

1.6 Tenders are to be quoted electronically in <https://etender.sbi/>. For details refer NIT.

2.0 Tender Documents

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

- Instructions to tenderers
- General Conditions of Contract
- Special Conditions of Contract
- Additional Conditions for Electrical Installation
- Technical Specifications
- Drawings
- Priced Bid and Estimated BOQ

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

- Price Bid and Estimated BOQ
- Technical Specifications
- Additional Conditions for Electrical Installation
- Special Conditions of Contract
- General Conditions of Contract
- Instructions to Tenderers

2.3 Complete set of tender documents including relative drawings can be downloaded from <https://etender.sbi/> during the period mentioned in the NIT.

Signature of the Contractor

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2.4 The-Tender documents are not transferable.

3.0 Site Visit

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

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

4.0 Earnest Money

4.1 The Tenderer are requested to submit the Earnest Money as mentioned in NIT in the form of Demand Draft or Banker's Cheque drawn on any Bank in India.

4.2 EMD in any other form other than as specified above will not be accepted. Tender not accompanied by the EMD in accordance with clause 4.1 above shall be rejected.

4.3 No interest will be paid on the EMD.

4.4 EMD of unsuccessful tenderers will be refunded within 30 days of award of Contract.

4.5 EMD of successful tenderer will be returned on submission of ISD.

5.0 Initial Security Deposit

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

6.0 Security Deposit

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

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

7.0 Signing of Contract Documents

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

8.0 Completion Period

As mentioned in NIT

9.0 Validity of Tender

Signature of the Contractor

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

10.0 Liquidated Damages

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

11.4 The process of online re-bidding amongst two or more contractors offering same rates shall continue till L1 bidder is discovered.

11.5 In case, any of such contractors (quoted same-Tender amount during initial bidding or subsequent re bidding) refuses to submit revised offer, it shall be treated as 'withdrawal of tender' by the contractor before acceptance. The EMD of such contractors shall be forfeited.

1. TENDER FORM

PROJECT: **INTERIOR WORKS (FURNISHING, ELECTRICAL AND HVAC) FOR NEW PREMISES OF RACPC JAGGAMPETA, KAKINADA DISTRICT, ANDHRA PRADESH.**

Dear Sirs,

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

I/We do hereby undertake to execute and complete the whole or part of the work (as desired by you) at the respective rates which/I/We have quoted for the respective items of the Probable Bill of Quantities and at which rate the items specified amount to Rs. 1,34,63,880.00

I/We are depositing as Earnest Money a sum of **Rs. 31,000 .00 (Rupees Thirty one Thousand only)** in favor of **Regional Manager, State Bank of India, Regional Business Office, Tuni payable at Tuni** along with this tender for due execution of the work at my/our tendered rates together with any variations which shall be adjusted by the Architects at prices based on our tendered rates. I/We shall deposit further sum equivalent to 2% of tender amount, less EMD paid in the event of my/ our tender being accepted, towards initial security deposit.

In the event of this Tender being accepted I/We agree to enter into an agreement as and when required and execute the contract according to your form of Agreement, within 15 days of receipt of work order, in default thereof, I/We do hereby bind my-self/ourselves to forfeit the aforesaid initial security deposit.

I/We further agree to complete the work covered in the said schedule of quantities within the time mentioned in NIT from the 15th day reckoned from the date of issue of the work order to commence the work or on which contractor is instructed to take possession of the site, whichever is later.

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

I/We agree to and to get the work, workers, employees (of contractor, Architect & Employer) engaged on the work at site and all materials at site for execution of the work shall be insured comprehensive insurance including fire/accidents/ rain/ floods/riots/CAR policy (contractor's all risk insurance policy) and the insurance shall cover the period from date of start of work to date of actual completion of work plus 3 months.

In case part work is taken over by the Employer before final completion of the whole work, such parts may not be covered by the insurance from the date of taking over that part of work by the Employer. Draft Insurance deed will be got vetted by the Architect, before obtaining the same. All the rates quoted by me/ us are inclusive of the same in full and nothing extra shall be claimed anytime on account of any of these.

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

Yours faithfully,
Signature of the Contractor

Contractor's Signature

Address:

Date:

2. NOTICE TO CONTRACTOR

ADDRESS:

PROJECT: **INTERIOR WORKS (FURNISHING, ELECTRICAL AND HVAC) FOR NEW PREMISES OF RACPC JAGGAMPETA, KAKINADA DISTRICT, ANDHRA PRADESH.**

Dear Sirs,

1. On behalf of SBI we have pleasure in inviting tender for the aforesaid work.

The scope of work broadly as given below is for **INTERIOR WORKS (FURNISHING, ELECTRICAL AND HVAC) FOR NEW PREMISES OF RACPC JAGGAMPETA, KAKINADA DISTRICT, ANDHRA PRADESH.**

2.

3. **Tender Documents should be filled and uploaded/ quoted on the site of <https://etender.sbi/>**

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

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

6. The Tender shall be valid for a period of 120 days from the date of opening.

7 TOTAL SECURITY DEPOSIT: shall comprise of:

- a. Earnest Money deposit
- b. Initial Security deposit
- c. Retention money

7.1 The intending tenderer shall deposit EMD amount as mentioned in NIT by Demand Draft as a guarantee of good faith, which amount shall be forfeited as liquidated damages, in the event of any evasive/direct refusal or delay in starting the work and or signing the contract. The deposit of the unsuccessful tenderers will be returned, without interest, immediately after a decision is taken regarding the award of the contract. The Earnest money of the successful tenderer will be adjusted towards Security Deposit. A tender not accompanied by Earnest money deposit will not be considered.

7.2 The successful tenderer will have to pay further sum equivalent to 2% of his contract value, less EMD already paid, as initial Security Deposit (ISD) by means of a D.D./Banker's cheque in favor of **Regional Manager, State Bank of India, Regional Business Office, Tuni payable**

Signature of the Contractor

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at Tuni within 14 days from the date of issue of work order to commence work. The EMD and Security deposit thus paid shall be held by the State Bank of India as Security deposit, for due execution and fulfillment of the contract, till the completion of the work and defect liability period in all respects and shall not bear any interest.

- 7.3 Together with the money paid above, further retention of 10% of the value of the work done will be deducted from every running bill, till total retention, including EMD and initial SD paid earlier, comes to 5% of the contract value, and same shall be held by the Bank as Total Security Deposit. On the Architect's certifying the completion of work, 50% of the total security deposit shall be released to the contractor along with the final certificate of payment, and the balance amount will be retained in the manner stated elsewhere for a further period of twelve months after the completion date recorded in completion certificate, issued by the Architects and agreed to by the Bank.
8. Within 7 Days of the receipt of intimation from the Architects of the acceptance of his/their tender, the successful tenderer shall be bound to sign an agreement, on a stamp paper in accordance with the Draft Agreement and conditions of contract attached herewith, but the work order or the written acceptance of a tender by the Employer will constitute a binding agreement between the Employer and the person tendering whether such formal contract is or not signed by the contractor.
9. All compensation or other sums of money payable by the contractors to the clients, under the terms of this contract, may be deducted from the Security Deposit or from any sum that may be or may become due to the contractor on any account whatsoever, and in the event of the Security deposit being reduced by reasons of any such deductions, the contractor shall within 15 days of being asked to do so make good in cash or cheque, any sum which have been deducted from his security deposit.
10. The rates quoted by the Contractor shall include all eventualities, such as heavy rain, sudden floods, accidents, fire, riots etc., which may cause damage to the executed work or which may totally wash out the work. Until the completion certificate is issued to the Contractors, neither the Architect nor the clients will be responsible for such damage or wash out of the construction work.
11. Time is the essence of the contract. The work should be completed **within the time mentioned in NIT** from the date of commencement. The date of commencement shall be within ONE day after confirmation.
- a) The day two weeks from the date of issue of work order.
Or
- b) The day on which the contractor receives the possession of the site whichever is later.
Or

The successful contractor will have to give a CPM/ PERT chart of various activities of work to be done so that the work gets completed within the stipulated time. The chart shall be submitted within 15 days from the date of acceptance of the-Tender.

12. If the contractor fails to complete the work by the Scheduled date of completion or within any sanctioned extended time, he will have to pay liquidated damages at the rate of 0.5% of contract amount for each week of delay the work remains incomplete beyond the completion (Original/ extended date), subject to maximum of 5% of the contract value (without extra items).

13. The quantities contained in the Schedule are only indicative. The work as actually carried out and done will be measured up from time to time, for which payment will be made subject to the terms and conditions of contract.
14. The unit prices shall be deemed to be fixed prices. In case of extra items, a record of labour charges paid shall be maintained and shall be presented every month for extra/substituted items regularly to the Architects for checking. The settlement will be made based on figures arrived at jointly and taking into account unit prices of items of work mentioned in the contract assigned to the successful tenderers. In case, of extra items, where similar or comparable items are quoted in the-Tender, extra rates shall invariably be based on those-Tender rates to the extent reasonable.
15. SBI, do not bind themselves to accept the lowest or any tender and reserve to themselves the right to accept or reject any or all tenders, either in whole or in part, without assigning any reason whatsoever for doing so.
16. No employee of the bank or SBI is allowed to work as a contractor for a period of two years of his retirement from service, without the previous permission of the bank or SBI. This contract is liable to be cancelled, if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the bank or SBI as aforesaid before submission of the-Tender or engagement in the contractor's service.
17. The-Tenderer, apart from being a competent contractor must associate himself with agencies of the appropriate class who are eligible to tender for (1) Electrical (2) Air-conditioning works (3) Fire fighting systems & (4) Interiors (fixed furniture), as the case maybe.

3. ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made the _____ day of _____ 2024
between

of

(hereinafter called the "Employer") of the one part and _____
of _____ (hereinafter called "The Contractor") of the other
part, where as the Employer is desirous of getting the work of "**INTERIOR WORKS (FURNISHING,
ELECTRICAL AND HVAC) FOR NEW PREMISES OF RACPC JAGGAMPETA, KAKINADA
DISTRICT, ANDHRA PRADESH. .**" executed and has caused drawings, conditions of contract,
specifications and schedule of quantities etc., describing the works prepared by Bank

AND WHEREAS the SAID DRAWINGS numbered as per list attached inclusive of and the conditions
of contract, specifications and schedule of quantities etc., have been signed by or on behalf of the
parties hereto.

AND WHEREAS THE CONTRACTOR has agreed to execute upon and subject to the conditions set
forth in the Schedule hereto (hereinafter referred to as "Said Conditions") the works shown upon the
said drawings and described in the same specifications and included in the said schedule of quantities
for such sum as may be ascertained to be payable in terms of the Bills of Quantities, and which sum is
estimated _____ to be _____ Rs. _____
(Rupees _____ (hereinafter referred to as
"Said Contract Amount").

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the said contract amount to be paid at the times and manner set forth in the
said conditions the contractor shall upon and subjected to the said conditions and complete the
work shown upon the said drawings and described in the specifications and schedule of
quantities.
2. The employer will be pay the contractor a sum of RS. _____ (Rupees
_____) herein after referred to as the contract sum
or such other sum as shall become payable at the times and in the manner specified in the
said conditions.
3. Deleted
4. The said conditions and appendix thereto shall be read and construed as forming part of this
agreement and parties hereto shall respectively abide by, subject to themselves to the said
conditions and perform agreements on their part respectively in the said conditions contained.
5. The following documents shall be deemed to form and read and construed as part of this
agreement :
 - a) Notice Inviting Tenders. (NIT)
 - b) Tender Form.
 - c) Special Conditions of Contract.
 - d) General Specifications.
 - e) Drawings.
 - f) Employers letter of intent no. _____.
 - g) Contractors letter of acceptance.

Signature of the Contractor

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6. This contract is neither a fixed lumpsum contract nor a piece work contract but a contract to carry out the work in respect of the entire building to be paid for according to actual measured quantities at the rates contained in schedule of quantities in the said conditions.
7. The Employer reserves to himself the right of altering the drawings and nature of work by adding or omitting any items of work having portions of the same carried out through the other agencies without prejudice to this contract.
8. The time shall be considered as essence of this contract and the contractor hereby agrees to commence the work from the _____(which shall be considered as the date of commencement of the work) and to complete the entire work within **21 DAYS** from the date of commencement. The work shall throughout the stipulated period of contract, be proceeded with all due diligence and if the contractor fails to complete the work within the specified period, he shall be liable to pay compensation as provided in clause 7 of the special conditions of contract.
9. This agreement and contract shall be deemed to have been made in Tuni and any questions or dispute rising out of or in any way connected with this Agreement and Contract shall be deemed to have arisen in **Tuni** and only the courts in **Tuni** shall have jurisdiction to determine the same. The limitation period will be 90 days from the date of dispute having arisen.
10. That the several conditions of this contract have been read to & fully understood by us.

As witness our hands, this _____day of _____2024 in the presence of :

AS WITNESS our hand this _____ day of _____ 2024

Signed by the said in the presence of:

WITNESS: SIGNATURE

NAME :

ADDRESS:

EMPLOYER

WITNESS: SIGNATURE

NAME :

ADDRESS:

4. APPENDIX TO GENERAL CONDITIONS OF CONTRACT

1	Earnest Money Deposit (EMD)	Rs. 31,000.00
2	Initial Security Deposit (ISD)	2% of contract value including EMD.
3	Period of completion	21Days
4	Defects Liability period	12 months after completion as recorded in the completion certificate.
5	Agreed Liquidated Damages	½% of contract amount per week of delay subjected to a maximum of 5% of contract value
6	Period of final measurement	One months after completion as recorded in the completion certificate
7	Minimum value of work to be Executed for issue of interim Certificates for making payment	NO INTERIM BILL WILL BE PAID. ONLY FINAL BIL WILL BE PAID
8	Retention money from each bill	Maximum 10% of gross value of each interim bill, subject to max. 5% of contract value
9	Total security Deposit	5% of the contract value
10	Additional Security Deposit (ASD)/ Additional Performance Guarantee (APG)	ASD/ APG shall be applicable if the bid price is below 7.5% of the estimated cost put to the tender. The Amount of such ASD/ APG shall be the difference between 92.5 % of estimated cost put to tender and the quoted price. Bank Guarantee or FDR receipt favoring our bank but drawn on any other nationalized Bank may also be accepted as ASD/ APG.
11	Release of Security deposit after Virtual completion.	50% of the total security to be released along with final certificate of payment, but only after removing all his materials, equipment, labour, huts/ force, temporary sheds/ stores, all his installations, machinery etc., from the site. Balance payment to be released on completion of defects liability period of 12 months
12	Period for honoring Architect's certificate, if so	20 working days from date of receipt of Architect's certificate of payment for interim bills and 30 working days for final certificate.

WITNESS :

DATE :

SIGNATURE OF THE CONTRACTOR WITH DATE

Signature of the Contractor

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5. GENERAL CONDITIONS OF CONTRACT

Except where provided for in the description of the individual items in the schedule of quantities and in the specifications and conditions laid down hereinafter and in the drawings, the work shall be carried out as per standard specifications (relevant IS) and under the direction of Employer / Architect.

5.1 INTERPRETATION

In construing these conditions, the specifications, the schedule of quantities, tender and agreement, the following words shall have the meaning herein assigned to them except where the subject or context otherwise requires:

5.1.1 **Employer:** The term Employer shall denote SBI (on behalf of SBI) with their branch/ office at **Regional Business Office, D.No2-2-1, MR PETA, OPP: LIC OFFICE, TUNI** and any of its employees representative authorized on their behalf.

5.1.2 Deleted .

5.1.3 **Contractor:** The term Contractor shall mean _____ (Name and address of the Contractor) and his/ their heirs, legal representative, assigns and successors.

5.1.4 **Site:** The site shall mean the site where the works are to be executed including any building and erections thereon allotted by the Employer for the Contractor's use. (Sree Complex , D.No:10-436/2, GNT Road, NH-216, Beside Victory Super Market, Jaggampeta -533435)

5.1.5 **Drawings:** The work is to be carried out in accordance with drawings, specifications, the schedule of quantities and any further drawings which may be supplied or any other instruction, which may be given by the Employer during the execution of the work.

All drawings relating to work given to the Contractor together with a copy of schedule of quantities are to be kept at site and the Employer/ Architect/ PMC shall be given access to such drawings or schedule of quantities wherever necessary.

In case any detailed Drawings are necessary Contractor shall prepare such detailed drawings and/ or dimensional sketches therefore and have it confirmed by the Employer/ Architects/ PMC as case may be prior to taking up such work. .

The Contractor shall ask in writing for all clarifications on matters occurring anywhere in drawings, specifications and schedule of quantities or to additional instructions at least 10 days ahead from the time when it is required for implementation so that the Employer may be able to give decision thereon.

5.1.6 **Act of Insolvency:** shall mean any act as such as defined by the Presidency Towns Insolvency Act or in Provincial Insolvency act or any amending status.

5.1.7 **The Schedule of Quantities:** shall mean the schedule of quantities as specified and forming part of this contract

5.1.8 **Priced Schedule of Quantities:** shall mean the schedule of quantities duly priced with the accepted quoted rates of the Contractor.

5.1.9 **Works:**

Signature of the Contractor

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Shall mean the works to be executed in accordance with the contract specifications and schedule of quantities

5.1.10 Contract:

Shall mean the Articles of Agreement, the general conditions special conditions, the appendix, the schedule of quantities, specifications and drawings attached here to and duly signed.

5.1.11. The Schedule of Quantities:

Shall mean the schedule of quantities as specified and forming part of this contract.

5.1.12. Priced schedule of Quantities:

Shall mean the schedule of quantities duly priced with the accepted quoted rates of the contractor.

5.1.13. Contract Price:

Shall mean the sum named in the-Tender subject to such additions thereto or deductions their from as may be made under the provisions hereafter contained.

5.1.14. **'Notice in Writing'** or written notice shall mean a notice in writing, type or printed characters sent (unless delivered personally or otherwise provided to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.

5.1.15. **'Virtual Completion'** shall mean the building is in the opinion of the Architect and Employer fit for occupation.

5.1.16. Words importing persons include firms and corporations. Words importing the singular only, also include the plural and vice verse where the context requires.

5.2.0 SCOPE

The work consists of Construction of INTERIOR WORKS (FURNISHING, ELECTRICAL AND HVAC) FOR NEW PREMISES OF RACPC JAGGAMPETA, KAKINADA DISTRICT, ANDHRA PRADESH.

in accordance with the "drawings" and "schedule of quantities." It includes furnishing of all materials, labour, tools and equipment and management necessary and incidental to the construction and completion of work. All work, during its progress and upon the completion, shall conform to the lines, elevations and grades as shown on the drawings furnished by the Employer/Architect. Should any detail essential for efficient completion of the work be omitted from the drawings and specifications it shall be the responsibility of the Contractor to inform the Employer/Architect and to furnish and install such details with Employer's/ Architect's concurrence, so that upon completion of the proposed work the same will be acceptable and ready for use. Employer or his agent (PMC)/ Architects may in their absolute discretion issue further drawings and/ or written instructions, details, directions and explanations, which are, hereafter collectively referred to as "The Employer's/ Architect's instructions" in regard to:

5.2.1 The variation or modification of the design quality or quantity of works or the addition or omission or substitution of any work.

5.2.2 Any discrepancy in the drawings or between the schedule of quantities and/ or drawings and/ or specification.

5.2.3 The removal from the site of any defective material brought thereon by the Contractor and the substitution of any other material thereof.

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- 5.2.4 The demolition removal and/ or re-execution of any work executed by the Contractor/s.
- 5.2.5 The dismissal from the work of any persons employed there upon.
- 5.2.6 The opening up for inspection of any work covered up.
- 5.2.7 The rectification and making good of any defects under clauses hereinafter mentioned and those arising during the maintenance period (Defect Liability Period). The Contractor shall forthwith comply with and duly execute any work comprised in such Employer's or his agent/ Architect's instructions, provided always that verbal instructions, directions and explanations given to the Contractor's or his representative upon the works by the Employer's or his agent/ Architects shall, if involving a variation, be confirmed in writing to the Contractors within seven days. No works, for which rates are not specifically mentioned in the priced schedule of quantities, shall be taken up without written permission of the Employer or his agent/ Architects. Rates of items not mentioned in the priced schedule of quantities shall be fixed by the Employer in consultation with the Architects as provided in clause "variation". The Contractors shall set up a field laboratory with necessary equipment for day to day testing of materials like grading of coarse and fine aggregates, silt content and bulkage of sand, cube testing etc. or the materials can be tested in any reputed laboratory. Regarding all factory made products for which ISI marked products are available, only products bearing ISI marking shall be used in the work.

5.3.0 **TENDERERS SHALL VISIT THE SITE**

Intending tenderer shall visit the site and make himself thoroughly acquainted with the local site condition, nature and requirements of the works, facilities of transport conditions, effective labour and materials, access and storage for materials and removal of rubbish, the quality, quantity and conditions of various materials lying at the site, the efforts and cost required for completing the incomplete work. The Tenderer shall provide in their tender for cost of carriage, freight and other charges as also for any special difficulties and including police restriction for transport etc., for proper execution of work as indicated in the drawings. The successful tenderer will not be entitled to any claim of compensation for difficulties faced or losses incurred on account of any site condition which existed before the commencement of the work or which in the opinion of the Employer or his agent/ Architect might be deemed to have reasonably been inferred to be so existing before commencement of work.

5.4.0 **TENDERS**

The Employer reserves the right to reject the lowest or any tender and also to discharge any or all of the Tenders of each section or to split up and distribute any item of work to any specialist firm or firms, without assigning reasons.

The Tenderers should note that the Tender is strictly on the item rate basis and their attention is drawn to the fact that the rates for each and every item should be correct, workable and self supporting. If called upon by the Employer/ Architects detailed analysis of any or all the rates shall be submitted. The Employer/ Architects shall not be bound to recognize/accept the Contractor's analysis.

The works will be paid for as "measured work" on the basis of actual work done and not as "lumpsum" contract, unless otherwise specified.

All items of work described in the schedule of quantities are to be deemed and paid as complete works in all respects and details including preparatory and finishing works involved, directly related to and reasonably detectable from the drawings, specifications and schedule of quantities and no further extra charges will be allowed in this connection. In the case of lumpsum charges in the Tender in respect of any items of work will be made for the actual work done on the basis of lumpsum charges as will be assessed to be payable by the Employer/ Architects. The Employer has power to add to, omit from any work as shown in drawings or described in specifications or include in schedule of quantities .and intimate the same in writing but no addition, omission or variation shall be made by the Contractor without authorization from the Employer. No variation shall vitiate the contract.

The Tenderer shall note that his tender shall remain open for consideration for a period of three months from the date of opening of the Tender (Price Bid).

5.5 AGREEMENT

The successful Contractor will be required to sign agreement in accordance with the draft agreement form enclosed and the schedule conditions. The Contractor shall pay for all stamps and legal expenses, incidental thereto. However the written acceptance by the Employer of a tender will constitute a binding contract between the Employer and the person so tendering whether such formal agreement is or is not subsequently executed.

5.6 PERMITS AND LICENSES

Permits and licenses for release of materials which are under Government control will be arranged by the Contractor. The Employer will render necessary assistance, sign any forms or applications that may be necessary. The basic price of controlled materials, if any, for the purpose of valuing the Tender, is to be considered as stipulated below. This will also be the basis of adjustments in settling the Contractor's bills.

It may be clearly understood that no compensation or additional charges can be claimed by the Contractor for no-receipt of the cement or any controlled materials in due time on this account or according to his own requirements.

The Contractor will, however, be eligible to a proportionate extension of time on this account which in the opinion of the Employer/ Architects is reasonable. The Contractor shall at his own cost arrange for storage shed adequate for taking delivery and storing of the quantity of controlled materials released by the authorities or supplied by the Employer. The cost of storing, transporting etc., of all materials including those under Government control is to be included by the Tenderer in the quoted rates.

The Employer/ Architect shall be indemnified against all Government or legal actions for theft or misuse of cement, M.S. Rods and any controlled Materials in the custody of the Contractor.

5.7 GOVERNMENT AND LOCAL RULES

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

5.8 TAXES AND DUTIES

The-Tenderers must include in their tender prices quoted for all duties royalties, cess, octroi or any other taxes or local charges as applicable. No extra claim on this account will in any case be entertained. GST will be paid as applicable.

5.9 QUANTITY OF WORK TO BE EXECUTED

The quantities shown in the schedule of the quantities are intended to cover the entire remaining work for completion of the structure indicated in the drawings but the Employer reserves the right to execute only a part of the whole or omit/delete any item/s before commencement/execution or execute any excess thereof without assigning any reason therefore.

Variation in the quantity is however not expected to be more than +25%. The quoted rate shall be applicable for variations of quantity up to +25%. If the quantity of work to be executed varies beyond +25%, the rate for the quantity beyond +25% variation will be settled as per clause No 5.34 of "General conditions". Nothing extra will be paid neither for omission/deletion of any item/s nor for execution of only part of the quantities stated in the Schedule of quantities.

5.10 OTHER PERSONS ENGAGED BY THE EMPLOYER

The Employer reserves the right to execute any part of the work included in this contract or any work which is not included in this contract by the other Agency or persons and Contractor shall allow all reasonable facilities and use of his scaffoldings for the execution of such work. The main Contractor shall extend all cooperation in this regard.

5.11 EARNEST MONEY AND SECURITY DEPOSITS

The-Tenderer will have to deposit an amount of **as mentioned in NIT** at the time of submission of tender as an Earnest money. The Employer is not liable to pay any interest on the earnest money. The Earnest money of the unsuccessful tenderers will be refunded without any interest soon after the decision to award the work is taken after the expiry of the validity period of the-Tender.

The successful tenderer to whom the contract is awarded will have to deposit as initial security deposit a further sum to make up 2% of the value of the accepted tender. The initial security deposit will have to be made within 10 days from the date of acceptance of tender, failing which the Employer at his discretion may revoke the letter of acceptance and forfeit the earnest money deposit furnished along with the-Tender. It shall be refunded to the Contractor within 14 days after the issue of certificate of virtual completion. However ISD will not bear any interest.

- 5.11.1** 50% of the retention amount shall be refunded to the Contractor on completion, subject to the following:
- a. Issue of virtual completion certificate by the Architect/Bank.
 - b. 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 Bank).
 - c. The remaining 50% of the retention amount will be refunded to the Contractor 14 days after the end of the defects liability period (12 months) provided he has satisfactory

carried out all the work and attended to all defects in accordance with the conditions of the contract. No interest is allowed on retention money.

5.11.2 Additional Security Deposit (ASD)/ Additional Performance Guarantee (APG): ASD/ APG shall be applicable if the bid price is below 7.5% of the estimated cost put to the tender. The Amount of such ASD/ APG shall be the difference between 92.5 % of estimated cost put to tender and the quoted price. Bank Guarantee or FDR receipt favoring our bank but drawn on any other nationalized Bank may also be accepted as ASD/ APG.

5.12 CONTRACTOR TO PROVIDE EVERYTHING NECESSARY

The Contractor shall provide everything necessary for the proper execution of the work according to the intent and meaning of the drawings, schedule of quantities and specifications taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from and if the Contractor finds any discrepancies therein he shall immediately and in writing, refer the same to the Employer/ Architects whose decision shall be final and binding. The Contractor shall make his own arrangement of water required for construction, electricity for carrying out the works at his own cost. The Employer shall on no account be responsible for the expenses incurred by the Contractor for water and electricity. (The contractor should submit the certificate showing the water is fit for construction)

He may use ground water by drilling within the site a bore and installing required capacity pump and water supply line. Up on completion of work, the Contractor shall handover the bore with the pump and pipe line in working condition to the Employer, no charges will be paid on this account. The bore well water shall be tested and approved by the Employer/ Architect for its suitability for using in works as well as curing.

The rates quoted against individual items will be inclusive of everything necessary to complete the said items of work within the contemplation of the contract, and beyond the unit price no extra payment will be allowed for incidental or contingent work, labour and/ or material inclusive of all taxes and duties whatsoever except for specific items, if any, stipulated in the-Tender documents.

The Contractor shall supply, fix and maintain at his own cost, for the execution of any work, all tools, tackles, machinery and equipment and necessary centering, scaffolding, staging, planking, timbering, strutting, shoring, pumping, fencing, boarding, watching and lighting by night as well as by day required not only for the proper execution and protection and the said work but also for the protection of the public and safety of any adjacent roads, streets, walls, houses, buildings, all other erections, matters and things and the Contractor shall take down and remove any or all such centering, scaffolding, planking, timbering, strutting, shoring etc., as occasion shall be required or when ordered so to do, and shall fully reinstate and make all good matters and things disturbed during the execution of works to the satisfaction of the Employer/ Architect.

The Contractor shall also provide such temporary road on the site as may be necessary for the proper performance of the contract and for his own convenience but not otherwise. Upon completion, such roads shall be broken up and leveled where so required by the drawings unless the Employer shall otherwise direct.

The Contractor shall at all times give access to workers employed by the Employer or any men employed on the buildings and to provide such parties with proper sufficient and if required, special scaffolding, hoists and ladders and provide them with water and lighting and leave or make any holes, grooves etc., in any work, where directed by the Employer as may be required

to enable such workmen to lay fix pipes, electrical wiring, special fittings etc. the quoted rates of the-Tenderers shall accordingly include all these above contingent works.

5.13 TIME OF COMPLETION, EXTENSION OF TIME & PROGRESS CHART

5.13.1 **Time of Completion:** The entire work is to be completed in all respects within the time mentioned in NIT period. The work shall deemed to be commenced within ten days from the date of acceptance letter or date of handing over of site, whichever is earlier. Time is the essence of the contract and shall be strictly observed by the Contractor.

The work shall not be considered as complete until the Employer/ Architect have certified in writing that this has been completed and the defects liability period shall commence from the date of such certificate.

5.13.2 **Extension of Time:** If in the opinion of the Employer/ Architect the works be delayed

- a. By reason of any exceptionally inclement weather, which does not include normal Monsoon
or
- b. By reasons of instructions from the Employer in consequence of proceedings taken or Threatened by or disputes, with adjoining or neighboring Employers
or
- c. By the works, or delay, of the Contractors or tradesmen engaged or nominated by the Employer and not referred to in the specification
or
- d. By reason of authorized extra and additions
or
- e. By reason of any combination of workmen or strikes or lock - out affecting of the building trades
or
- f. From other causes which the Employer may consider being beyond the control of the Contractor, the Employer at the completion of the time allowed for the contract shall make fair and reasonable extension of time for completion in respect therefore. In the event of the Employer failing to give possessions of the site upon the day specified above the time of completion shall be extended suitably.

In case of such strikes or lock - outs, as are referred to above, the Contractor shall, immediately give the Employer, written notice thereof. Nevertheless, the Contractor shall use his best endeavors to prevent delay, and shall do all that may be reasonably required, to the satisfaction of the Employer to proceed with the works and on his doing so, it will be ground of consideration by the Employer for an extension of time as above provided. The decision of the Employer as to the period to be allowed for an extension of time for completion hereunder (which decision shall be final and binding on the Contractor) shall be promulgated at the conclusion of such strike or lockout and the Employer shall than, in the event of an extension being granted, determine and declare the final completion date. The provision in clause 5.14 with respect to payment of liquidated damages shall, in such, be read and construed as if the extended date fixed by the Employer were substituted for and the damage shall be deducted accordingly.

5.13.3 **Progress of Work:** During the period of construction the Contractor shall maintain proportionate progress on the basis of a Programme Chart submitted by the Contractor immediately before commencement of work and agreed to by the Employer/ Architect, Contractor should also include planning for procurement of scarce material well in advance and reflect the same in the Programme Chart so that there is no delay in completion of the project.

5.13.4 **Force Majeure:** If at any time, during the continuance of the work, the performance in whole or in part by either party of any obligation under this Contract shall be prevented or delayed by

reason of any war, hostility, acts of public enemy, civil commotion, sabotage, floods, explosions, epidemics, fires or other acts of God, strikes and lockouts (hereinafter referred to as eventualities) then, provided notice of the happening of any such eventuality is given by either party to the other within 15 days from the date of occupancy thereof, neither party shall by a reason of such eventuality be entitled to terminate this Contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance and construction of work under this contract shall be resumed as soon as practicable after such eventuality has ceased. Appropriate extension in time of completion shall be granted.

5.14 LIQUIDATED DAMAGES.

Should the work be not completed to the satisfaction of the Employer/Architect within the stipulated period, the Contractor shall be bound to pay to the Employer a sum calculated as given below by way of liquidated damages and not as penalty during which the work remains uncommenced or unfinished after the expiry of the completion date.

For contracts having time for completion exceeding 3 months but not exceeding 6 months	0.50% of the-Tender amount per week subject to a ceiling of 5% of the accepted contracted sum but not exceeding the total S.D. of the contract
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5.15 TOOLS, STORAGE OF MATERIALS, PROTECTIVE WORKS AND SITE OFFICE REQUIREMENTS

The Contractor shall provide, fix up and maintain in an approved position proper office accommodation for the Contractor's representative and staff which offices shall be open at all reasonable hours to receive instruction notices or communications and clear away on completion of the works and make good all work disturbed. All drawings maintained on the site are to be carefully mounted on boards of appropriate size and covered with a coat of approved varnish. They are to be protected from ravages of termites, ants, and other insects.

The Contractor shall provide at his own cost all artificial light required for the work and to enable other Contractors and sub-Contractors to complete the work within the specified time.

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

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

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

The Contractor shall not fix or place any placards or advertisement of any description or permit the same to be fixed or placed in or upon any boarding, gantry, building structure other than those approved by the Employer.

5.15.1 Protective Measures: The Contractor from the time of being placed in Possession of the site must make suitable arrangements for watching, lighting and protecting the work, the site and surrounding property by day, by night, on Sundays and other holidays.

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

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

5.15.2 Storage of materials: The Contractor shall provide and maintain proper sheds for the proper storage and adequate protection of the materials etc. and other work that may be executed on the site including the tools and materials of sub-Contractors and remove same on completion. .

Cement godown shall be constructed for storing about six weeks requirement of cement and stored as per norms with a stack of 10 bags each and 2 feet opening all around with 2 feet passage of each stack. Structure shall be water proof from all the sides and top. Cement should be stored one feet above the ground level and have pucca raised floor.

So also reinforcement bars are to be stored above the ground level to prevent the same from getting rusted.

5.15.3 Tools: The theodolite levels, prismatic compass, chain, steel, and metallic tapes and all other surveying instruments found necessary on the works shall be provided by the Contractor for the due performance of this contract as instructed by the Site Engineer

All measuring tapes shall be of steel and suitable scaffolding and ladders that may be required for safely taking measurement shall be supplied by the Contractor.

The masons and the supervisors on the works shall carry with them always a: one meter or two meter steel tape, a measuring tape of 30 meters, a spirit level, a plumb bob and a square and shall check the work to see that the work is being done according to the drawing and specifications. The Site Engineer will use any or all measuring instruments or tools belonging to the Contractors as he chooses for checking the works executed or being executed on the contract.

The Contractor should cover in his rates for making provisions for all reasonable facilities for the use of his scaffolding, tools and plant etc., by sub-Contractors for their work.

5.16 NOTICE AND PATENTS OF APPROPRIATE AUTHORITY AND OWNERS

The Contractor shall conform to the provisions of any Acts of the Legislature relating to the work, and to the Regulations and Bye-Laws of any authorities, and/or any water, lighting and other companies, and/or authorities 'with whose systems the structures were proposed to have connection and shall before making any variations from the drawings or specifications that may be associated to so conform, give the Employer / Architects written notices specifying the variations proposed to be made and reasons for making them and apply for instruction thereon. The Employer/Architect on receipt of such intimation shall give a decision within a reasonable time.

The Contractor/s shall arrange to give all notices required for by the said Acts, Regulations or Bye-laws to be given to any authority, and to pay to such authority or to any public officer all fees that may be properly chargeable in respect of the work and lodge the receipts with the Employer.

The Contractor shall indemnify the Employer against all claims in respect of course of execution of work and shall defend all actions arising from such claims and shall keep the Employer saved harmless and indemnified in all respects from such actions, costs and expenses.

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5.17 CLEARING SITE AND SETTING OUT WORKS

The site shown on the plan shall be cleared of all obstructions, loose stone and materials rubbish of all kinds. All holes or hollows whether originally existing or produced by removal or loose stone or materials shall be carefully filled up with earth well rammed and levelled off as directed at his own cost.

The Contractor shall set out the works and shall be responsible for the true and perfect setting out of the work and for the correctness of the positions, levels, dimensions and alignment of all parts thereof. If at any time, any error shall appear during the progress, rectify such error, if called upon to the satisfaction of the Employer. The Contractor shall further set out the works to the alternative positions at the site until one is finally approved and the rates quoted in his tender should include for this and no extra on this account will be entertained.

5.18 DATUM

The average ground level will be considered as the crown of the Main road at the higher level if there is a slope, which should be taken as "Datum" which is however, subject to final confirmation by the Employer/ Architect. All levels shown in the drawings are to be strictly adhered to.

5.19 BENCHES

The Contractor is to construct and maintain proper benches of all the main walls, in order that the lines and levels may be accurately checked at all times.

These benches will consist of brick masonry post of adequate size to be constructed at the ground at suitable distance as directed. The lines will be marked on the top of brick pillars on the centre lines of columns, walls, inside and outside faces of foundation trenches, in order that lines may be stretched between the benches and accurate intersection of excavation. Centre line of walls, columns etc., may be clearly indicated and checked at any time if it is so required.

5.20 CONTRACTOR IMMEDIATELY TO REMOVE ALL OFFENSIVE MATTERS

All soil, filth or other matters of any offensive nature taken out of any trench, sewer, drain, cesspool or other place shall not be deposited on the surface but shall be at once carted away by the Contractor to place provided by him.

The Contractor shall keep the foundation and works free from water and shall provide and maintain at his own expenses electrically or other power driven pumps and other plant to the satisfaction of the Employer for the purpose, until the building is handed over to the Employer. The Contractor shall arrange for the disposal of the water so accumulated to the satisfaction of the Employer and local authority and no claims will be entertained afterwards if he does not include in his rates for the purpose.

5.21 ACCESS

Any authorized representative of the Employer shall at all reasonable times have free access to the works and or to the workshops, factories or other places where materials are being prepared or constructed for the work and also to any place where the materials are lying or from where they are being obtained, and the Contractor shall give every facility to the Bank or their representatives necessary for inspection and examination and test of the materials and workmanship. Except the representatives of the Employer, no person shall be allowed at any time without the written permission of the Employer.

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5.22 MATERIALS, WORKMANSHIP, SAMPLES, TESTING OF MATERIALS.

All the works specified and provided for in the specifications or which may be required to be done in order to perform and complete any part thereof shall be executed in the best and most workmanlike manner with materials of the best and approved quality of the respective kinds in accordance with the particulars contained in and implied by the specifications and as represented by the drawings or according to such other additional particulars, and instructions as may from time to time be given by the Employer/ Architect during the execution of the work, and to his entire satisfaction.

All mandatory tests shall be carried out as per CPWD/ IS specifications. If required by the Employer/Architect the Contractor shall have to carry out tests on materials and workmanship in approved materials testing laboratories or as prescribed by the Employer/Architect at his own cost to prove that the materials etc., under test conform to the relevant I.S. Standards or as specified in the specifications. The necessary charges for preparation of mould (in case of concrete cube) transporting, testing etc., shall have to be borne by the Contractor. No extra payment on this account should in any case be entertained.

All the materials (except where otherwise described) stores and equipment required for the full performance of the work under the contract must be provided through normal channels and must include charges for import duties, sales tax, octroi and other charges and must be the best of their kind available and the Contractors must be entirely responsible for the proper and efficient carrying out of the work. The work must be done in the best workmanlike manner. Samples of all materials to be used must be submitted to the Employer / Architects and written approval from Employer must be obtained prior to placement of order.

During the inclement weather the Contractor shall suspend concreting and plastering for such time as the Employer/ Architect may direct and shall protect from injury all work when in course of execution. Any damage (during constructions) to any part of the work for any reasons due to rain, storm, or neglect of Contractor shall be rectified by the Contractor in an approved manner at no extra cost.

Should the work be suspended by reason of rain, strike, lock-outs or any other cause, the Contractor shall take all precautions necessary for the protection of work and at his own expenses shall make good any damage arising from any of these causes.

The Contractor shall cover up and protect from damage, from any cause, all new work and supply all temporary doors, protection to windows, and any other requisite protection for the execution of the work whether by himself or special tradesmen or sub-Contractor and any damage caused must be made good by the Contractor at his own expenses.

5.23 REMOVAL OF IMPROPER WORK

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

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The work is liable to be technically examined and audited by the Bank's Chief Technical Examiner or Central Vigilance Commission, Govt. of India from time to time. Any defects/improvements or testing etc. pointed out by the Chief Technical Examiner/ Technical Examiner should have to be carried out by the Contractor at his own cost and any deductions suggested by the CTE/ TE will be effected from the amount payable to the Contractor or from his security deposit etc.

5.24 SITE ENGINEER

The term "Site Engineer" shall mean the person/agencies appointed and paid by the Employer to supervise the work. The Contractor shall afford the Site Engineer every facility and assistance for examining the works and materials and for checking and measuring work and materials. The Site Engineer shall have no power to revoke, alter, enlarge or relax any requirements of the Contractor or to sanction any day work, additions, alterations, deviations or omissions or any extra work whatever, except in so far as such authority may be specially conferred by a written order of the Employer.

The Site Engineer shall have power to give notice to the Contractor or to his foreman, of non-approval of any work or material and such work shall be suspended or the use of such materials shall be discontinued until the decision of the Employer is obtained. The work will from time to time be examined by the Architects, Engineer from the Department of the Employer and the Site Engineer if any. 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 complete. Subject to the limitations of this clause, the Contractor shall take instructions only from the Employer/Architect or his representative.

5.25 OFFICE ACCOMMODATION FOR THE SITE ENGINEER

The Contractor shall provide, erect and maintain at his cost a separate simple watertight office accommodation for the Site Engineer office. This accommodation shall be well lighted and ventilated and provided with windows, door with a lock. The site engineer's office shall be a minimum of 150 sq. ft. and the Contractor shall provide a desk, chairs, drawers for keeping drawings, a cupboard having proper lock and a tackboard for displaying drawings. The accommodation shall be demolished and debris carted away when directed.

5.26 CONTRACTOR'S EMPLOYEES

The Contractor shall employ technically qualified and competent supervisors for the work who shall be available (by turn) throughout the working hours to receive and comply with instructions of the Employer/Architect. The Contractor shall engage at least one experienced Engineer with minimum qualification of B.E/ B.Tech in Civil Engineering as site-in-charge for execution of the work. The Contractor shall employ in connection with the work, persons having the appropriate skill or ability to perform their job efficiently.

The Contractor shall employ local labourers on the work as far as possible. No labourer below the age of eighteen years and who is not an Indian National shall be employed on the work.

Any labourer supplied by the Contractor to be engaged on the work on day work basis either wholly or partly under the direct order or control of the Employer or his representative shall be deemed to be a person employed by the Contractor.

The Contractor shall comply with the provisions of all labour legislation including the requirements of:

- a. The payment of Wages Act.
- b. Employer's Liability Act
- c. Workmen's Compensation Act.
- d. Contract Labour (Regulation & Abolition) Act. 1970 and Central Rules 1971
- e. Apprentices Act. 1961
- f. Minimum Wages Act
- g. Any other Act or enactment relating thereto and rules framed there under from time to time.

The Contractor shall keep the Employer saved, harmless and indemnified against claims if any of the workmen and all costs and expenses as may be incurred by the Employer in connection with any claim that may be made by any workmen.

The Contractor shall comply at his own cost with the order for requirement of any Health Officer of the State or any local authority or of the Employer regarding the maintenance of proper environmental sanitation of the area where the Contractor's labourers are housed or accommodated, for the prevention of small pox, cholera, plague, typhoid, malaria and other contagious diseases. The Contractor shall provide, maintain and keep in good condition adequate sanitary accommodation and provide facilities for pure drinking water at all times for the use of men engaged on the works and shall remove and clear away the same on completion of the works. Adequate precautions shall be taken by the Contractor to prevent nuisance of any kind on the works or the lands adjoining the same.

The Contractor shall arrange to provide first aid treatment to the labourers engaged on the works. He shall within 24 hours of the occurrence of any accident at or about the site or in connection with execution of the works report such accident to the Employer and also to the competent Authority where such report is required by law.

5.27 DISMISSAL OF WORKMEN

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

5.28 ASSIGNMENT

The whole of the works included in the contract shall be executed by the Contractor and the Contractor shall not directly or indirectly transfer, assign or underlet the contract or any part, share or interest therein nor, shall take a new partner, without written consent of the Employer and no subletting shall relieve the Contractor from the full and entire responsibility of the contract or from active superintendence of the work during their progress.

5.29 DAMAGE TO PERSONS AND PROPERTY INSURANCE ETC.

The Contractor shall be responsible for all injury to the work or workmen to persons, animals or things and for all damages to the structural and/or decorative part of property which may arise from the operations or neglect of himself or of any sub-Contractor or of any of his or a sub-Contractor's employees, whether such injury or damage arise from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this contract. The clause shall be held to include inter-alia, any damage to buildings whether immediately adjacent or otherwise, and any damage to roads, streets, foot paths or ways as well as damages caused to the buildings and the works forming the subject of this contract by rain, wind or other inclemency of the weather. The Contractor shall indemnify the Employer and hold harmless in respect of all and any expenses arising from any such injury or damages to the

person or property as aforesaid and also in respect of any claim made in respect of injury of damage under any acts on compensation or damage consequent upon such claim.

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

The Contractor shall effect the insurance necessary and indemnify the Employer entirely from all responsibility in this respect. The insurance must be placed with a company approved by the Employer and must be effected jointly in the name of the Contractor and Employer and the policy lodged with the letter. The scope of insurance is to include damage or loss to the contract itself till this is made over in a complete state. Insurance is compulsory and must be effected from the very initial stage. The Contractor shall also be responsible for any thing which may be excluded from damage to any property arising out of incidents, negligence or defective carrying out of this contract.

The Employer shall be at liberty and is hereby empowered to deduct the amount of any damages, compensations, costs, charges and expenses arising or accruing from or in respect of any such claim or damages from any sums due or to become due to the Contractor.

5.30 INSURANCE (Contractor's All Risk Policy)

Unless otherwise instructed the Contractor shall insure the works and keep them insured until the virtual completion of the contract against loss or damage (incl. third party) by fire and earthquake, flood, wars, storms etc. The insurance must be placed with a company approved by the Employer, in the joint names of the Employer and the Contractor (the name of former being placed first in the policy) for full amount of contract and for any further sum if called to do so by the Employer, the premium of such being allowed to the Contractor as an authorized extra.

The Contractor shall deposit the policy and receipt for premiums paid with the Employer within 21(twenty one) days from the date of issue of work order unless otherwise instructed. In default of the Contractor insuring as provided above, the Employer on his behalf may so insure and may deduct the premiums paid from any money 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 Company should they elect to do so, proceed with due diligence with the completion of the works in the same manner as though the fire has not occurred and in all respects under the conditions of the contract. The Contractor in case of rebinding or reinstatement after fire shall be entitled to extension of time for completion as the Employer may deem fit.

5.31 ACCOUNTS RECEIPTS & VOUCHERS

The Contractor shall, upon the request of the Employer furnish them with all the invoices, accounts, receipts and other vouchers that they may require in connection with the works under this contract. If the Contractor shall use materials less than what he is required under the contract, the value of the difference in quantity of the materials he was required to use and that he actually used shall be deducted from his dues. The decision of the Employer shall be final and binding on the Contractor as to the amount of materials the Contractor is required to use for any work under this contract.

5.32 MEASUREMENTS

Before taking any measurement of any work, the Architect/ Bank's Engineer or a subordinate deputed by him shall give reasonable notice to the Contractor. If the Contractor fails to attend at

the measurements after such notice or fails to countersign or to record the difference within a week from the date of measurement in the manner required by the Bank's Engineer then in any such event the measurements taken by the Bank's Engineer or by the subordinate deputed by him as the case may be is final and binding on the Contractor and Contractor shall have no right to dispute the same.

5.33 PAYMENTS

All bills shall be prepared by the Contractor in the form prescribed by the Employer / Architect. Normally one interim bill shall be prepared each month subject to minimum value for interim certificate as stated in these documents. The bills in proper forms must be duly accompanied by detailed measurements in support of the quantities of work done and must show deductions for all previous payments, retention money, etc.

The Architect shall issue a certificate after due scrutiny of the Contractor's bill stating the amount due to the Contractor from the Employer and the Contractor shall be entitled to payment thereof, within the period of honoring certificates named in these documents. In case of delay due to some reasons in the processing of such bills for payment, an adhoc advance of 75% of the billed amount may be paid on the request of the Contractor for the smooth progress of the work.

The amount stated in an interim certificate shall be the total completed value of work properly executed, less the amount to be retained by the Employer as retention. Payment will be made only for completed value of works. No advance will be paid for material procured at site.

The Employer will deduct retention money as described. The refund of retention money will be made as specified.

If the Employer has supplied any materials or goods to the Contractor, the cost of any such materials or goods will be progressively deducted from the amount due to the Contractor in accordance with the quantities consumed in the work.

All the interim payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the requiring of bad, unsound, and imperfect or unskilled work to be removal and taken away and reconstructed, or re-erected or be considered as and admission of the due performance of the contract, or any part thereof in any respect or the accruing of any claim, nor shall, it conclude, determine or affect in any way the power of the Employer under these conditions or any of them as to the final settlement and adjustment of the. accounts or otherwise or in any other way vary or affect the contract. The final bill shall be submitted by the Contractor within one month of the date fixed for completion of the work or of the date of certificate of completion furnished by the Architect and payment shall be made within three months.

Final Payment: The final bill shall be accompanied by a certificate of completion from the Employer/ Architect. Payment of final bill shall be made after deduction of Retention Money as specified, which sum shall be refunded after the completion of the Defects Liability Period after receiving the Architect's certificate that the Contractor has rectified all defects to the satisfaction of the Employer/Architect. The acceptance of the payment of the final bill by the Contractor would indicate that he will have no further claim in respect of the work executed.

The Employer shall have a right to cause technical examination and audit of the works and the final bill of the Contractor including all supporting vouchers, abstracts, etc., to be made at the time of payment of final bill. If as a result of this examination or otherwise any sum is found to

have been overpaid or over certified, it shall be lawful for the Employer to recover the same from the Contractor from any sum due to him.

In case, after completion of the work and final payment to the Contractor, it is found on account of General Audit, Technical audit and or any other reason whatsoever that any amount is recoverable from the Contractor, it shall be lawful for the Employer, to recover the same from any sum whatsoever payable by the Employer to the Contractor either in respect of this contract or any other contract or on any other account by any other branch/department of the Employer.

5.34 VARIATION / DEVIATION

The-Tender rates shall be applicable for any increase in the-Tendered quantities up to variations of +25%. If the quantity of work to be executed varies beyond +25%, the rate for the quantity beyond +25% of such items will be derived as per standard method of rate analysis (coefficients will be adopted as per CPWDINBO analysis of rates wherever applicable, if coefficients are not available in CPWDINBO, market rate analysis approved by the Bank will be final and binding on the Contractor) based on prevalent fair price of labour (labour rate for various category as per minimum wages act as applicable will be adopted for the purpose of analysis irrespective of higher wages if any paid by the Contractor), material and other components as required including 15% towards Contractor's profit & overheads. In case the quantity decreases or item/s omitted/deleted at the time of allotment, commencement, execution, the Contractor will be paid for the actual work done at the site duly verified by the concerned officials of the Bank. Nothing extra will be paid by the Bank on account of omission/deletion of items or decrease in the quantity of items. The Bank shall not entertain any claim whatsoever from the Contractor on this account.

The price of all additional items/ non-tendered items will be worked out on the basis of rates quoted for similar items in the contract wherever existing. If similar items are not available, the rates for such items will be derived as per standard method of rate analysis (coefficients will be adopted as per CPWDINBO analysis of rates wherever applicable, if coefficients are not available in CPWDINBO, market rate analysis approved by the Bank will be final and binding on the Contractor) based on prevalent fair price of labour (labour rate for various category as per minimum wages act as applicable will be adopted for the purpose of analysis irrespective of higher wages if any paid by the Contractor), material and other components as required including 15% towards Contractor's profit & overheads.

5.35 SUBSTITUTION

Should the Contractor desire to substitute any materials and workmanship, he/they must obtain the approval of the Employer/Architect in writing for any such substitution well in advance For materials designated in this specification indefinitely by such term as "Equal" or "Other approved" etc., specific approval of the Employer/ Architect has to be obtained in writing.

5.36 PREPARATION OF BUILDING WORKS FOR OCCUPATION AND USE ON COMPLETION

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

On completion the Contractor shall clean all windows and doors including the cleaning and oiling if necessary, of all hardware, inside and outside, all floors, stair-cases, and every part of the building. He will leave the entire building neat and clean and ready for immediate occupation and to the satisfaction of the Bank.

5.37 CLEARING SITE ON COMPLETION

On completion of the works the Contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and the works clean and in a workmanlike condition to the satisfaction of the Employer/Architect.

5.38 DEFECTS AFTER COMPLETION

The Contractor shall make good at his own cost and to the satisfaction of the Employer all defects, shrinkage, settlements or other faults which may appear within 12 months after completion of the work. In the default, the Employer may employ and pay other persons to amend and make good such 'damages, losses and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damages, loss and expenses shall be recoverable from him by the Employer or may be deducted by the Employer, in lieu of such amending and making good by the Contractor, deduct from any money due to the Contractor a sum equivalent to the cost of amending such work and in the event of the amount retained being insufficient recover that balance from the Contractor from the amount retained together with any expenses the Employer may have incurred in connection therewith.

5.39 CONCEALED WORK

The Contractor shall give due notice to the Employer/Architect whenever any work is to be buried in the earth, concrete or in the bodies of walls or otherwise becoming inaccessible later on, in order that the work may be inspected and correct dimensions taken before such burial, in default whereof the same shall, at the opinion of the Employer/ Architect be either opened up for measurement at the Contractor's expenses. Should any dispute or differences arise after the execution of, any work as to measurements etc., or other matters which cannot be conveniently tested or checked, the notes of the Employer/Architect shall be accepted as correct and binding on the Contractor.

5.40 SUSPENSION

If the Contractor except on account of any legal restraint upon the Employer preventing the continuance of the work or in the opinion of the Employer shall neglect or fail to proceed with due diligence in the performance of his part of the contract or if he shall more than once make default, the Employer shall have the power to give notice in writing to the Contractor requiring the work to be proceeded within a reasonable manner and with reasonable dispatch, such notice purport to be a notice under this clause.

After such notice shall have been given the Contractor shall not be at liberty to remove from the site of the works or from any ground contiguous thereto any plant or materials to subsist from the date of such notice being given until the notice shall have been complied with. If the Contractor fails to start the work within seven days after such notice has been given to proceed with the works as therein prescribed, the Employer may proceed as provided in clause **Termination of Contract** by Employer

5.41 TERMINATION OF CONTRACT BY EMPLOYER

If the Contractor being a company go into liquidation whether voluntary or compulsory or being a firm shall be dissolved or being an individual shall be adjudicated involvement or shall make an assignment or a composition for the benefit of the greater part, in number of amount of his creditors or shall enter into a Deed or arrangement with his creditors, or if the Official Assignee in insolvency, or the Receiver of the Contractor in insolvency, shall repudiate the contract, or if a receiver of the Contractor's firm appointed by the court shall be unable within fourteen days

after notice to him requiring him to do so, to show to the reasonable satisfaction of the Employer that he is able to carry out and fulfill the contract, and if so required by the Employer to give reasonable security therefore, or if the Contractor shall suffer execution to be issued, or shall suffer any payment under this 'contract to be attached by or on behalf of and of the creditors of the Contractor, or shall assign, charge or encumber this contract or any payments due or which may become due to Contractor, there under, or shall neglect or fail to observe and perform all or any of the acts matters of things by this contract, to be observed and performed by the Contractor within three clear days after the notice shall have been given to the Contractor in manner hereinafter mentioned requiring the Contractor to observe or perform the same or shall use improper materials of workmanship in carrying on the works, or shall in the opinion of the Employer not exercise such due diligence and make such progress as would enable the work to be completed within due time agreed upon, and shall fail to proceed to the satisfaction of the Employer after three clear days notice requiring the Contractor so to do shall have been given to the Contractor as hereinafter mentioned or shall abandon the contract, then and in any of the said cases, the Bank may notwithstanding previous waiver determine the contract by a notice in writing to the effect as hereinafter mentioned, but without thereby effecting the powers of the Employer of the obligations and liabilities of the Contractor the whole of which shall continue in force as fully as if the contract, had not been so determine and as if the works subsequently executed by or on behalf of the Contractor (without thereby creating any trust in favour of the Contractor) further the Employer or his agent, or servants, may enter upon and take possession of the work and all plants tools scaffolding sheds machinery, steam, and other power, utensils and materials lying upon premises or the adjoining lands or roads and sell the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other Contractors or other persons or person to complete the works, and the Contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other Contractors or other persons or person employed from completing and finishing or using the materials and plants for the works when the works shall be completed, or as soon thereafter as conveniently may be the Employer shall give notice in writing to the Contractor to remove his surplus materials and plants and should the Contractor fail to do so within a period of 14 days after receipt by him the Employer may sell the same by Public Auction and shall give credit to the Contractor for the amount so realized.

Any expenses or losses incurred by the Employer in getting the works carried out by other Contractors shall be adjusted against the amount payable to the Contractor by way of selling his tools and plants or due on account of work carried out by the Contractor prior to engaging other Contractors or against the Security Deposit.

5.42 TERMINATION OF CONTRACT BY CONTRACTOR

If payment of the amount payable by the Employer under certificate of the Architect as provided for hereinafter shall be in arrears and unpaid for thirty(30) days after notice in writing requiring payment, the amount as aforesaid shall have been given by the Contractor to the Employer, or if the Employer obstructs the issue of any such certificates, or if the Employer commits any' Act of Insolvency' or if the Employer (being an incorporated company) shall have an order made against him or pass an effective resolution for winding up either compulsory or subject to the supervision of the court or voluntarily or if the official liquidator or the Employer shall repudiate the contract or if the official liquidator in any such winding up shall be unable within 15 days notice to him requiring him so to do, to know to the reasonable satisfaction of the Contractor that he is able to carry out and fulfill the contract and to give security of the same or if the works be stopped for any payments due and to become due there under and if required by : months under the order of the Architects of the Employer or by an injection or other order of any court of law, then and in any of the said cases the Contractor shall be at liberty to determine the contract by notice, in writing to the Employer, to the Architect and he shall be entitled to recover

from the Employer, payment for all works executed and for any loss he may sustain upon any plant or materials supplied or purchase or prepared for the purpose of the contract.

In arriving at the amount of such payment the net rates contained in the Contractor's original tender shall be followed or where the same may not apply for extra items.

Matters to be finally determined by the Architects and the Bank, which shall be final, conclusive and binding on the following matters:

- a. Instructions
- b. Transactions with local authorities
- c. Proof of quality of materials
- d. Assigning or under letting of the contract
- e. Certificates to the causes of delay on the part of the Contractor and Justifying extension of time or otherwise
- f. Rectification of defects pointed out during the defects liability period.
- g. Notice to the Contractor to the effect that he is not proceeding with due diligence
- h. Certificate that the Contractor has abandoned the contract
- i. Notice for determination of the contract by the Employer

5.43 ARBITRATION

The Employer's decisions, opinions, directions, certificates with respect to all or any of the matters under clause No.5.2, 5.9, 5.12, 5.13, 5.14,5.22,5.23,5.27,5.32 &5.43 of GENERAL CONDITIONS OF CONTRACT shall be final, conclusive and binding on the parts hereto and shall be without any appeal.

5.43.1 Settlement of Disputes and Arbitration

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

5.43.1.1 If the contractor considers that he is entitled to any extra payment or compensation in respect of the works over and above the amounts admitted as payable by the Architect or in case the contractor wants to dispute the validity of any deductions or recoveries made or proposed to be made from the contract or raise any dispute, the Contractor shall forthwith give notice in writing of his claim, or dispute to the Assistant General Manager (Premises & Estate)/ Dy. General Manager (Premises) and endorse a copy of the same to the Architect, within 30 days from the date of disallowance thereof or the date of deduction or recovery. The said notice shall give full particulars of the claim, grounds on which it is based and 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 (Premises & Estate)/Dy. General Manager (premises) in the manner and within the time as aforesaid. The contractor shall be deemed to have waived and extinguished all his rights in respect of any claim not notified to the Assistant General Manager (Premises & Estate)/Dy. General Manager (premises) in writing in the manner and within the time aforesaid.

5.43.1.2 The Assistant General Manager (Premises & Estate)/ Dy. General Manager (premises) shall give his decision in writing on the claims notified by the contractor. The contractor may within 30 days

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of the receipt of the decision of the Assistant General Manager (Premises & Estate)/Dy. General Manager (premises) submit his claims to the conciliating authority namely the Circle Development Officer/General Manager (Corporate Services) for conciliation along with all details and copies of correspondence exchanged between him and the Assistant General Manager (Premises & Estate)/Dy. General Manager (premises)

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

5.43.1.4 Except where the decision has become final, binding and conclusive in terms of the contract, all disputes or differences arising out of the notified claims of the contractor as aforesaid and all claims of the Bank shall be referred for adjudication through arbitration by the Sole Arbitrator appointed by the Chief General Manager/ Dy. Managing Director & Corporate Development Officer. It will also be no objection to any such appointment that the Arbitrator so appointed is a Bank Officer and that he had to deal with the matters to which the Contract relates in the course of his duties as Bank Officer. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid by the said Chief General Manager/ Dy. Managing Director & Corporate Development Officer. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

5.43.1.5 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.

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

5.43.1.7 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.

5.43.1.8 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.

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

6.1 TENDER

The project consists **INTERIOR WORKS (FURNISHING, ELECTRICAL AND HVAC) FOR NEW PREMISES OF RACPC JAGGAMPETA, KAKINADA DISTRICT, ANDHRA PRADESH.**

. The scope of the project is described in the drawings the specifications and schedule of quantities.

6.2 SITE

The site of work is Sree Complex , D.No:10-436/2, GNT Road, NH-216, Beside Victory Super Market, Jaggampeta -533435.

6.3 RATES QUOTED

The rates quoted in the-Tender shall be for the finished items of work. The rates quoted shall include all the charges required for labour, material, sheds for storage of materials, transportation of material and equipment, tools and plants, Wastage, cleaning of sites during execution of various items of work, overheads etc. and to do all things necessary to provide complete finished items of work consistent with the specifications attached to this tender document. The rates quoted shall also include all duties, royalties cess, income tax, octroi, or any other taxes or local charges or duties etc. as applicable till the completion of work. No extra claim will in any case be entertained. The rates shall be firm and shall not be subjected to exchange variations due to labour conditions or any other conditions whatsoever. **GST will be paid extra as applicable.**

6.4 PAYMENT

Payment will be made by the Employer after receipt and check of the Contractor's bill (GST invoice duly verified) by the Architect and the Bank's Engineer-in-Charge after deduction of TDS Applicable, Security deposit etc. as per statutory rules and terms of tender for the value of work executed as per specifications and drawings. For this purpose the Contractor must submit his on account bills on the prescribed form duly accompanying the detailed measurements in support and showing deductions for the provisional payment received by him. The security money thus retained from all bills and initial security deposit will become payable to Contractor as applicable. The Employer is not liable to pay any interest on the security money thus retained.

But all such intermediate payments shall be regarded as part payments by way of advance against the final payment only and not as payments for work actually done and completed and shall not preclude and requiring of bad, unsound and imperfect or unskillful work to be removed and taken away and reconstructed or re-erected, or be considered as an admission of the due performance of the contract, or any part thereof, in any respect or the accruing of the claim, nor, shall it conclude, determine or affect in any way the powers of the Architect under these conditions or any of them as to the final settlements and adjustment of the accounts or otherwise or in any other way vary or affect the Contractor within three months of the date of the completion of the work. Otherwise the Architect's certificate of measurements and of the total amount payable for the work and approved by the Bank shall be final. The minimum amount for interim certificate shall **be as mentioned in NIT** However the Employer at his discretion can pay for interim payments of lesser value also.

6.5 VALIDITY OF PRICE

The Contractor shall have no right to ask for the alteration of the rates, terms and conditions quoted by the Contractor and shall be final and to be subsisting and valid for the execution of the work.

6.6 LOWEST TENDER

The Employer shall have the right to reject any or all the-Tenders and will not be bound to accept the lowest or any tender and the-Tenderer or tenderers shall have no right to question the acts of the Employer in this respect.

6.7 CO-OPERATION

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The Contractor will be required to consult and co-operate with other Contractors whose work may be affected by the work under this contract.

6.8 TREASURE TROVE ETC.

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

6.9 WATER SUPPLY, TOILETS ETC.

The selected tenderer shall make his own arrangements at his own costs for the supply of approved quality water required for construction and for drinking purposes and shall provide at his costs all tubes, fittings and temporary plumbing works required and on completion of the works, shall remove all temporary appliances and make good any work disturbed for making such arrangements to the satisfaction of the Employer.

6.10 ELECTRIC POWER

Tough electric power is available at the site the Contractor shall make his own arrangements for power and supply system for driving plant and 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 legally demandable and include the same in his tendered rates and hold the Employer free from all such costs. As bank already secured electric power connection the contractor shall pay the power charges as per the usage.

6.11 METHOD OF MEASUREMENT

Unless otherwise mentioned in the Schedule of Quantities measurements will be on the net quantities of work produced in accordance with up-to-date rules laid down by the Indian Standards Institution. In the event of any dispute in regard to the measurements of the work executed, the decision of the Architect/Bank shall be final and binding on the Contractor.

6.12 COMPENSATION UNDER WORKMEN'S COMPENSATION ACT PAYABLE BY THE CONTRACTORS

In every case in which by virtue of the provisions in Section 12, Sub-section (1) of the Workmen's Compensation Act, 1923, Employer is obliged to pay compensation to the workman employed by the Contractor, in execution of the works. Employer will recover from the Contractor, the amount of the compensation paid, and without prejudice to the rights of the Employer under Section 12, Sub-section (2) of the said Act, Employer shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Employer to the Contractor whether under this contract or otherwise.

6.13 NOTICE TO BE GIVEN BEFORE WORK IS COVERED UP

The Contractor shall give not less than 7 days notice in writing to the Architects/ Bank's engineer or his authorized agent before covering up or otherwise placing beyond the reach of measurement, any work in order that the same may be measured and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach any work without the consent in writing of the Architect. If any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at the Contractor's expenses, or in default thereof no payment or allowance shall be made for such work or the materials, with which the same was executed.

6.14 action where no specification / contradiction

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6.14.1 In the case of any class of work for which there is no specification in Technical Specifications, such work shall be carried out in accordance with the I.S. Specification and in the event of there being no I.S. Specification, then in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Architect/Bank.

6.14.2 The work is to be carried out by combining the details in Schedule of Quantities, Drawings and Technical specifications. If there is any discrepancy or contradiction between Schedule of quantities, Drawings and Technical specification, the first preference is given to Description in schedule of quantities, second to drawings and third to Technical Specifications.

6.15 CONTRACTOR NOT TO DEPOSIT MATERIALS IN A MANNER THAT MAY CAUSE INCONVENIENCE TO THE PUBLIC

The Contractor shall not deposit materials on any site which will seriously cause inconvenience to the public. The Employer may require the Contractor to remove any or all materials, which are considered by him to be a danger or inconvenience to the public or cause them to be removed at the Contractor's cost.

6.16 SITE CONDITIONS

The Contractor should inspect the work site, where the works under this contract are to be carried out, and obtain for himself at his own responsibility all the information which may be necessary for the purpose of successful execution of the contract.

He must also make himself conversant with all the locations and means of access to the site of work, nature, extent of transport facilities and character of the work and supply of materials conditions affecting labour and other matters that may affect his tender. Employer does not undertake any responsibility to obtain any concessions, permissions from the Owner of the adjoining plot or from any other party of any allowance, access, encroachments etc. whether for the facility of the works of otherwise. No claim therefore will be entertained should the Contractor have failed to comply with this condition.

All fences, trees, shrubs, green and other surfaces about the buildings, or approaches thereto, which are required to be maintained are to be kept free from damages due to preparation in connection with the work.

The site will be made available to the Contractor in its present conditions. Site organization within the site boundaries shall be his responsibilities. No space other than the above site can be made available to the Contractor for the site office, labour camps, storage etc.

6.17 liquidated damages

The time allowed for carrying out the work as envisaged in the-Tender shall be strictly observed by the Contractor and shall be reckoned as 10 days from the date of issue of work order. The work shall throughout the stipulated period of contract be proceeded with, with all the due diligence (time being deemed to be of the essence of the contract, on the part of the Contractor) and the Contractor shall pay to the Employer, without prejudice to other right of the Employer as compensation @ 0.5% of the value of work for every week that the work remains unfinished after the date stipulated in the Appendix as "Date of Completion" or the extended date is given in the general conditions of contract subject to a maximum of 5.0% of value of work but not exceeding the total S.D. as liquidated damages. The Employer may deduct such sum from the Contractor's security deposit and/or any sum payable to the Contractor at that time or later. The "liquidated damages" as stipulated shall be considered as a genuine pre-estimate of the loss/damage suffered by the Employer due to non completion of work in time. Decision of the Employer in this respect shall be final and binding to the Contractor.

6.18 work programme

The Contractor shall within Seven (7) Days of receipt of intimation that his tender has been accepted, submit to the Architect/Employer a detailed work programme prepared in the form of PERT/CPM network / Bar Chart as would enable him to complete the work within the time stipulated in the-Tender and on the basis of detailed work programme enclosed with the-Tender.

The detailed work programme must indicate date of starting and completion of respective part or sections of the work. The detailed work programme would be subjected to the approval of the Architect/Employer who will have the power of such modifications thereon as found necessary; the actual progress compared with this will be reviewed periodically.

The Contractor at the site of his work at the place or places shown to him shall maintain the following facilities:

6.18.1 Printed time schedule displayed properly

6.18.2 All the drawings which will be given to him for the execution of the work

6.18.3 The Contractor shall keep all the drawings in proper condition and will not be permitted to remove the same from the site of work for any reasons whatsoever. They shall be available for inspection at all times by the Architect and his authorized representatives and Employer/Employer's representatives.

6.18.4 One 30m (100'0") and one 15m (50'0") steel measuring tape with I.S.I stamped certificate and two 3m (10'0") feet tapes, box of chalk for marking.

6.18.5 Measuring books, copies of bills of work due or certified.

6.19 POSSESSION OF BUILDINGS / WORK COMPLETED

The Contractor shall hand over possession to the Employer of the completed works in stages as and when required and directed by the Architect/ Employer.

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

6.20 INFORMATION TO BE SUPPLIED BY THE CONTRACTOR

The Contractor shall furnish the Employer / Architect the following from time to time:

6.20.1 Detailed Industrial Statistics regarding the labour employed by him etc., every month (within 11th of succeeding month)

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

6.20.3 The list of technically qualified persons (to be approved by the Architect) employed by him for the execution of the work within 15 days from date of start of the work.

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

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6.20.5 The list of plant and machinery employed for this work every month.

6.20.6 Failure to submit any of these details in time, shall be treated as a breach of the contract and likely to result in,

6.20.6.1 Levying a fine of ₹. 1000/- for each default for each month and or

6.20.6.2 Withholding payments, otherwise due

6.20.6.3 For the periods for which name of technically qualified persons are not given or for which such persons are not employed, recoveries shall be made at ₹.8000/- per month for each month of default.

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

6.21 PHOTOGRAPHS

The Contractor at his own cost shall take photographs of site and individual buildings during the progress of the work as directed by the Employer/Architect and submit two copies of each photograph with minimum size 25cm x 40 cm to the Employer/Architect.

6.22 INSPECTION BY THE CHIEF TECHNICAL EXAMINERS (VIGILANCE)

The proposed work covered under this tender, during its progress and/or after completion can also be inspected by the Chief Technical Examiner/Technical Examiner or Officers of the Central Vigilance Commission, Government of India, on behalf of Employer/Architect to ascertain that the execution of the work has been done with materials and workmanship all as stipulated in the contract and as directed. Contractor shall afford all reasonable facilities to the above vigilance staff and also provide them with ladders, tapes, plumb bob, level etc., as required and directed and also necessary labour skilled, unskilled to enable them to complete their inspection / study / technical scrutiny and no extra shall be admissible to the Contractor on this account.

6.23. INCOME TAX

Income tax shall be deducted from the Contractors' bills rules and regulations in force in accordance with Income Tax Act prevailing from time to time. Quoted rates shall be deemed to include this.

6.24. GST Tax:

The quoted rates shall be Exclusive of GST.

6.25. FIRM PRICE

The prices shall be kept Firm till the completion of work and no escalation including statutory variation will be admissible.

6.26. DRAWINGS & DOCUMENTS

The drawings accompanying the-Tender document are of indicative nature and issued for tendering purpose only. Purpose of these drawings is to enable the-Tenderer to make an offer in line with requirements of the Employer. However, no extra claim whatsoever shall be entertained for any variation in the "Approved for Construction" and "Tender Drawings" regarding any changes/units. Construction shall be as per drawings / specifications issued / approved by the Engineer-in-Charge during the course of execution of work. Detailed construction drawings on the basis of which actual execution of work is to proceed will be furnished to the Contractor progressively based on the detailed construction program evolved after the award of work and also based on construction progress achieved.

Detailed working drawings on the basis of which actual execution of the works is to proceed, will be furnished from time to time during the progress of the work. The contractor shall be

deemed to have gone through the drawings and bring to the notice of the Engineer – in – Charge discrepancies if any, therein before actually carrying out the work.

Copies of all detailed working drawings relating to the works shall be kept at the contractor's office on the site and shall be made available to the Engineer – in- Charge at any time during execution of the contract. The drawings and other documents issued by the Employer shall be returned to the Employer on completion of the works.

6.29. CONSTRUCTION EQUIPMENT

The contractor shall without prejudice to his overall responsibility to execute and complete the work as per specifications and Time schedule, progressively deploy adequate equipments and tools and tackles and augment the same as decided by the Engineer – in -Charge depending on the exigencies of the work so as to suit the construction schedule. The tenderer shall submit a list of construction equipments he proposes to deploy for the subject work along with deployment schedule. No construction equipment shall be supplied by the Employer. Tenderer to ensure deployment of suitable cranes and take all safety precautions during execution of work.

6.30. SITE ORGANISATION

The-Tenderer shall submit the details of organization proposed by him at site of work for the implementation of the works under the contract, together with bio-data of the key personnel. The contractor shall however without prejudice to his overall responsibility to execute and complete the works as per specifications and time schedule progressively deploy adequate qualified and experienced personnel together with skilled / unskilled manpower and augment the same as decided by Engineer – in – Charge depending on the exigencies of work to suit the construction schedule without any additional cost to Employer.

6.31. CONSTRUCTION

6.31.1. Rules and Regulations

CONTRACTOR shall observe in addition to Codes specified in respective specification, all national and local laws, ordinances, rules and regulations and requirements pertaining to the WORK and shall be responsible for extra costs arising from violations of the same.

6.31.2. Procedures

Various procedures and method statements to be adopted by Contractor during the construction as required in the respective specification shall be submitted to Employer in due time for approval. No such construction activity shall commence unless approved by Employer in writing.

6.31.3. Field Inspection

CONTRACTOR shall have at all times during the performance of the WORK, competent superintendent on the premises. Any instruction given to such Superintendent shall be construed as having been given to the CONTRACTOR.

6.31.4. All the scaffolding materials to be used in the work shall be of **steel material** only.

6.32. TEMPORARY WORKS

All temporary works, ancillary works, enabling works, including dewatering of surface and subsoil water, preparing approaches and working areas, wherever required for execution of the work, shall be the responsibility of the Contractor, and the price quoted by them shall be deemed to have included the cost of such works.

6.33. EXISTING SERVICES / STRUCTURES

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Structures, drains, pipes, cables, overhead wires and similar services encountered in the course of the works shall be guarded from injury by the CONTRACTOR at his own cost, so that they may continue in full and uninterrupted use to the satisfaction of the Employer. Should any damage be done by the CONTRACTOR to any structures, mains, pipes, cables or lines (whether above or below ground etc), whether or not shown on the drawings, the CONTRACTOR must make good or bear the cost of making good the same without delay to the satisfaction of the Engineer – in – Charge.

6.34. DISTINCTION BETWEEN FOUNDATION AND SUPERSTRUCTURE

To distinguish between work in foundations and specifications and superstructures, the following criteria shall apply:

- a. For all Equipment pedestals, silos, pipe racks, other foundations and RCC structures, Work done upto 300 mm level above finished grade level will be taken as work in foundations and work above this level will be treated as work in superstructures and payments would be made accordingly.
- b. All works upto level corresponding to ground floor level shall be treated as work in “Foundation and Plinth” and all works above the ground floor level shall be treated as “Work in Superstructure”.
- c. Irrespective of what has been stated above, all pavements, RCC retaining wall, all pipe sleepers and any similar item would be take as work done in foundations irrespective of locations, nomenclature and levels given anywhere.
- d. Where not specifically pointed out all works in cellars / sumps, tank pads, cable trenches or such similar items would be taken as work in foundations.

6.35. FRONTS FOR WORKS.

The work involved under this contract includes such works as have to be taken up and completed after other agencies on the job have completed their jobs. The contractor will be required and bound to take up and complete such works as and when the fronts are available for the same and no claim of any sort whatsoever shall be admissible to the contractor on this account. Only extension of time limit shall be admissible, if the availabilities of work fronts to the contractor are delayed due to any reasons not attributable to the Contractor.

6.36. HOUSEKEEPING:

It shall be the Contractor’s responsibility to keep the work area clean and tidy always and shall be done on a day-to-day basis. Scrap, debris, oil spills, etc; generated during the course of work shall be disposed at the designated location as directed by the Employer and the transportation for this purpose shall be arranged by the Bidder at his cost.

6.37. UNQUOTED ITEMS:

The bidders to offer their competitive rates for each and every item listed in the Schedule of rates, the bidders who have not quoted for all the items as required in the SORs shall be liable for rejection.

6.38. ABNORMAL RATES

The Contractor is expected to quote rate for each items after careful analysis of costs involved for the performance of the complete item consisting all specifications and conditions of the contract. If it is noticed that the rates quoted by the-Tenderer for any items are unusually high (or) unusually low it will be sufficient cause for rejection of the-Tenderer unless the Employer is convinced about the reasonableness of the rate on scrutiny of the analysis for such rate to be furnished by the-Tenderer on demand. Not withstanding anything there in stand,

the rate once accepted by the employer shall be final and shall not be subject to any claim either on account of un- workability of rates or on any other ground whatsoever.

6.39. INSURANCE

6.39.1. Indemnity by the Contractor.

The contractor shall be responsible at all times during the currency of the contract for and shall defend, hold harmless and indemnify the Employer and or the Employer indemnified parties from and against any and all claims, liabilities, costs, damages and expenses (including court cost and legal fees) arising whether by way of indemnity or otherwise, in relation to any and all losses of every kind and nature resulting from damage to or loss or, loss of use or recovery, or destruction of property, or sickness, injury or death suffered by any personnel or consultant of the contractor, its affiliates, agents or sub-contractors and damage to or loss or, loss of use or recovery or destruction of any property or equipment belonging or contracted to or otherwise in the custody of the contractor its affiliates, agents or sub-contractors or its or their personnel or consultants (other than Employer equipment) in connection with the performance of this contract.

6.39.2. Contractor's Personnel and Property.

The contractor shall be liable for and shall indemnify the Employer, the participants and Employer's personnel from and against all claims in respect of any death or injury or contractor's personnel and any damage to contractor's property in each case caused by or arising out of the performance of this contract and whether or not arising in respect of a serious event. The assumption of liability and the indemnity contained in this clause extends to any claims made against the Employer pursuant to any provision of any agreement, whenever effective, under which Employer assumes liability in respect of and or indemnifies and or otherwise compensates any other person or body in respect of the death or injury of contractor's personnel and any damage to contractor's property arising in respect of a serious event.

All contractor's personnel which may include permanent, temporary or casual, servants, agents and / or representatives, contractual or otherwise, either contractor's and / or their sub-contractors, affiliates / subsidiaries / co-ventures shall be covered under contractor's workers compensation of statutory benefits and any damages or compensation payable in respect of accidents of injury as set forth and required by applicable law in the area of operations or such other jurisdiction under which contractor may become obligated to pay benefits.

6.39.3. Personnel Injury And Property Damages.

Contractor shall indemnify and hold harmless the indemnified all claims resulting from personal injury to any personnel, Employees, sub-contractors or agents of contractor or damage to any property of contractor or any Employees or agent or sub-contractors arising out of the performance of the services, whether or not the personnel injury or damage to property is caused by or contributed to by the negligence or other legal fault of the indemnified.

Contractor shall further indemnify and hold harmless the indemnified against all claims resulting from personal injury to any person (s) (other than employee or agent of contractor or employee or agent of Employer) or damage to any property to the extent that the personal injury or damage is contributed to by negligence or other legal fault of the contractor.

6.39.4. Third party and third party property.

Third party liability insurance shall be provided for liability arising from all operations of contractor including accidental / similar liabilities. The policy shall include coverage for premises and

operations including operations off shore. It is expressly the term third party shall mean and include any person in other than that employed by contractor him self and shall not extend to any person in employment of Employer or sub-contractor / associates / affiliates / subsidiaries / co-ventures and or other similar agencies.

6.39.5. Due Diligence

Apart from complying with the various expressed conditions it is necessary for the contractor to take reasonable precautions:

- : For safety of the property insured.
- : In selection of labour
- : To prevent injury, loss or damage

It is also requires that the insured

- : To allow the insurer's access to examine the insured's premises plant and equipment
- : To minimize loss in the event of an accident.

6.39.6. Compliance With insurance Warranty:

The contractor is solely responsible for all the insurance warranties attached to the policies taken by him. The Employer should not be held responsible in any manner for non-compliance of the warranty.

6.39.7. Description Not Limitation:

The insurance coverage referred to the relevant clause connected with insurance indemnity shall Be set forth in full in the respective Policy forms, and the foregoing descriptions of such policies are not intended to be complete, nor to alter or amend any provision of the actual Policies and in matters, if any, in which the said description may be conflicting with such instruments, the provisions of the Policies of the insurance mutually agreed by the parties shall govern, provided, however, that neither the content of any Insurance Policy or Certificate nor Employer's approval thereof shall relieve the Contractor of any of its obligations under the Contract.

6.39.8. Any Other Insurance As Required Under Law:

CONTRACTOR shall also carry and maintain any and all other insurance(s) which may be required under any law or regulation from time to time without any extra cost to Employer. Contractor shall also carry and maintain any other insurance, which may be reasonably required

6.39.9. General Insurance Requirement.

All insurance's required under Clause shall be on terms and conditions issued by insurance companies or underwriters acceptable to the Employer.

6.39.10. Non Performance Of Contractors Insurance Companies:

The insolvency, liquidation, bankruptcy or failure of any insurance company providing insurance for Contractor or its sub-contractors or failure or denial of any such insurance Company to pay claims accruing, shall not be considered a waiver of, nor shall it excuse Contractor from complying with, any of the provisions of this Contract. Nevertheless, such liability shall be to the sole account of the Contractor.

6.39.11. Failure to Provide Required Insurance:

In the event that Employer reasonably disapproves of the insurance companies concerned, or if any of the insurance policies be not procured or maintained pursuant to Employer, at its option, may notify contractor that the failure to provide the insurance is a material omission whereupon it is agreed that Employer, at its sole option, shall have the right either to purchase similar coverage, the cost thereof to be reimbursed forthwith by Contractor to Employer, or alternatively, to be deducted by the Employer from any sum due or thereafter becoming due to contractor from Employer whether under this contract or any other contract to which both Employer and contractor are parties. In any case, the liability in such situations shall be to the sole account of the Contractor. Employer, exercising right to take appropriate policy under the above situation will in no way make themselves liable even if there is any deficiency in the policy so availed of.

6.39.12. No Limitation of Liability:

The required coverage referred to and set forth in the relevant Clause shall in no way affect or limit Contractor's liability with respect to performance of the work or any obligation under the Contract.

6.39.13. Period of The Insurance:

The contractor shall take the required insurance cover as above for this work and shall Effective from the date of signing of agreement with the Employer. Policies shall be renewed regularly till the completion of work in all respects.

6.39.16 CONTRACT DOCUMENT.

The following shall form the contract documents:

- a) Statement of Agreed Variations, if any.
- b) The detailed Letter of Acceptance along with its enclosures.
- c) Fax of Acceptance awarding the works to the contractor.
- d) Addendum/Corrigendum to tender documents issued, if any.
- e) Original tender documents issued with its enclosures.

All other documents and correspondence exchanged prior to issue to Fax of Acceptance/ Letter of Acceptance whichever is earlier, shall be treated as null and void.

6.39.17 UNDERTAKING.

The bidder shall give an under taking that he has read the SCC and GCC and other terms and conditions of the bid document and agree to abide by all terms and conditions stipulated in the bid document. Also the bidders have to confirm that none of their personnel working in the bidders organization is / area relative of any chairman / Director/ employee or member of SBI / or a Director / Partner of the bidder's company or member of SBI / or a Director / Partner of the bidder's company / Organization / partnership / proprietary concern in any way.

6.40. SUBLETTING OF WORK:

The successful bidder is expected to execute majority of the jobs with their own work force and shall be covered under their company rolls. The-Tender shall indicate clearly in his offers the works he intends to sublet to the sub-contractors. the contractor from time to time propose any addition or deletion to the list and will submit proposals in the regard to the EIC for approval well in advance well in advance so as not to impede the progress of work. such approval of the EIC will not relieve the contractor from any of his obligations, duties and responsibilities under the contract. In case of sub-letting of work either through SBI enlisted contractors or through other agencies, the contractor shall submit necessary documents abi=out the background, technical & financial capabilities of the Sub-contractor and prior approval shall be obtained.

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6.41 SUB CONTRACTOR:

At the commencement of the job the contractor shall supply to the EIC the list of all Sub-contractors or other persons or firms engaged by the contractor to work at the site. Any tenderer who had submitted the bid and pre-qualified for this tender and does not get the contract because of his being not the lowest will be prohibited from working as a sub-contractor for execution of this contract.

6.42 REVIEW MEETINGS AFTER AWARD OF WORK :

The Contractor shall present the programme and status at various review meetings as required.

6.42.1 Weekly Review Meeting:

Level of participation: Contractor's Site in charge and job Engineers.

Agenda:

- a. Weekly programme v/s actual achieved in the past week and programme for next week.
- b. Remedial Actions and hold up analysis.
- c. Employer query/approval
- d. Safety compliance

6.42.2 Monthly Review Meeting:

Level of Participation: Senior Officers of SBI and contractors.

Agenda:

- a. progress status / Statistics.
- b. Completion Outlook.
- c. Major hold ups / slippages.
- d. Assistance required.
- e. Criteria issues.
- f. Employer query/approval.
- g. safety compliance.

6.43. PROGRESS REPORTS TO BE FURNISHED AFTER AWARD OF WORK :

6.43.1 Monthly progress Report:

This report shall be submitted on a monthly basis within ten calendar days from cut-off date as agreed upon, covering overall scenario of the work. the report shall include but not be limited, to the following.

- a) Brief introduction of the work.
- b) Activities executed/achievements during the month.
- c) schedule v/s actual percentage progress & material stocks, resource allocation and overall work.
- d) Areas of concern/problem/hold ups, impact and action plan.
- e) Resources deployment status.
- f) Safety compliance report
- g) Distribution: SBI: Three copies

6.43.2 Weekly Report

This report (3 copies) will be prepared and submitted by the contractor on weekly basis and will cover following items:

- a) Activities programmed and completed during the week.
- b) Resource deployed men and machine.
- c) Qty. acheived against target in construction.
- d) Record of Man-days lost.

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- e) Percentage progress, schedule and actual.
- f) safety compliance report.

6.44 TEST CERTIFICATES:

The contractor shall submit the certificates for every batch of materials from recognized laboratories / agencies for approval of the EIC.

6.45 WORKMANSHIP:

The contractor shall maintain workmanship of different items with an idea of providing trouble-free services to the users of different facilities. For this, it is expected that different fittings/fixtures after installation should not need attendance for a period 12 (Twelve) months and throughout the contract period the same has to be attended by the contractor at no extra cost to the Employer. All cement works shall have to be adequately cured as per relevant codes with no extra cost to the Employer.

6.46. SUPERVISION:

The contractor shall have to engage sufficient number of skilled persons to supervise and execute the work. The contractor shall solely be responsible for any defective construction/rectification as a result of poor supervision.

6.47. SPECIFICATIONS/ CODES AND STANDARDS:

All works under this Contract will be executed according to the specifications for works. Whenever the details are not specifically covered in the specifications, relevant provisions in the latest revision and/ or replacement of the Indian standard specifications (IS) or any other inter-national code of practice /CPWD specifications will be followed. The contractor shall have to procure copies of such codes/ standards for ready reference of his own personnel as well as the Engineers at site at his own cost and without any additional reimbursement.

6.48 MATERIAL AND TRANSPORT:

All materials except mentioned otherwise in the items of the attached bill of quantities, for successful completion of work shall have to be procured and supplied by the successful tenderer at his own cost. The materials supplied by the contractor shall be of approved quality and approval also shall have to be taken from the Engineer at site before using the materials to the work. Rejected materials, if any, shall have to be removed by the contractor with his own labour and transport at his own cost immediately on receipt of the instruction.

6.49 CLEANING DURING EXECUTION AND AFTER COMPLETION:

On completion of the works the contractor shall reinstate and make good at his own expense any property or land which might have been disturbed and/or damaged by his works. He should also clean the site as required during execution and fully clear the site after completion of all the works. The contractor shall forward any usable materials found during the course of construction at the work site dispose of the debris all at his own expense by his own transport and labour and clean out all part of the work and leave everything clean and tidy to the entire satisfaction to the Engineer.

6.50 EXTRA ITEMS RATES :

The work or extra items shall be started only after the approval of extra items rates by Employer / Architect. Rates for additional or extra items of construction work, which can be derived from the contract item rates and are not covered in the contract, shall be calculated on the basis of actual cost

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plus 15% for profit and over heads. In case if similar works form a part of the-Tender the same shall be derive from such tenders rates.

7. SPECIAL CONDITIONS OF CONTRACT

7.1 CONTRACTOR NOT TO DEPOSIT MATERIALS IN A MANNER THAT MAY CAUSE INCONVENIENCE TO THE PUBLIC

The Contractor shall not deposit materials on any site which will seriously cause inconvenience to the public. The Employer may require the Contractor to remove any or all materials, which are considered by him to be a danger or inconvenience to the public or cause them to be removed at the Contractor's cost.

7.2 INFORMATION TO BE SUPPLIED BY THE CONTRACTOR

The Contractor shall furnish the Employer / Architect the following from time to time:

7.2.1 Detailed Industrial Statistics regarding the labour employed by him etc., every month (within 11th of succeeding month)

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

7.2.3 The list of technically qualified persons (to be approved by the Architect) employed by him for the execution of the work within 15 days from date of start of the work.

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

7.2.5 The list of plant and machinery employed for this work every month.

7.2.6 Failure to submit any of these details in time, shall be treated as a breach of the contract and likely to result in, Levying a fine of . 1000/- for each default for each month and or Withholding payments, otherwise due

7.2.7 For the periods for which name of technically qualified persons are not given or for which such persons are not employed, recoveries shall be made at .8000/- per month for each month of default.

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

7.3 PHOTOGRAPHS

The Contractor at his own cost shall take photographs of site and individual buildings during the progress of the work as directed by the Employer/Architect and submit two copies of each photograph with minimum size 25cm x 40 cm to the Employer/Architect.

7.4 INSPECTION BY THE CHIEF TECHNICAL EXAMINERS (VIGILANCE)

The proposed work covered under this tender, during its progress and/or after completion can also be inspected by the Chief Technical Examiner/Technical Examiner or Officers of the Central Vigilance Commission, Government of India, on behalf of Employer/Architect to ascertain that the execution of the work has been done with materials and workmanship all as stipulated in the contract and as directed. Contractor shall afford all reasonable facilities to the above vigilance staff and also provide them with ladders, tapes, plumb bob, level etc., as required and directed and also necessary labour skilled, unskilled to enable them to complete their inspection / study / technical scrutiny and no extra shall be admissible to the Contractor on this account.

7.5. INCOME TAX

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Income tax shall be deducted from the Contractors' bills rules and regulations in force in accordance with Income Tax Act prevailing from time to time. Quoted rates shall be deemed to include this.

7.6 GST : The quoted rates shall be Exclusive of GST.

7.7. FIRM PRICE

The prices shall be kept Firm till the completion of work and no escalation including statutory variation will be admissible.

7.8. DRAWINGS & DOCUMENTS

The drawings accompanying the-Tender document are of indicative nature and issued for tendering purpose only. Purpose of these drawings is to enable the-Tenderer to make an offer in line with requirements of the Employer. However, no extra claim whatsoever shall be entertained for any variation in the "Approved for Construction" and "Tender Drawings" regarding any changes/units. Construction shall be as per drawings / specifications issued / approved by the Architect during the course of execution of work. Detailed construction drawings on the basis of which actual execution of work is to proceed will be furnished to the Contractor progressively based on the detailed construction program evolved after the award of work and also based on construction progress achieved.

Detailed working drawings on the basis of which actual execution of the works is to proceed, will be furnished from time to time during the progress of the work. The contractor shall be deemed to have gone through the drawings and bring to the notice of the Engineer – in – Charge discrepancies if any, therein before actually carrying out the work.

Copies of all detailed working drawings relating to the works shall be kept at the contractor's office on the site and shall be made available to the Engineer – in- Charge at any time during execution of the contract. The drawings and other documents issued by the Employer shall be returned to the Employer on completion of the works.

7.9. CONSTRUCTION EQUIPMENT

The contractor shall without prejudice to his overall responsibility to execute and complete the work as per specifications and Time schedule, progressively deploy adequate equipments and tools and tackles and augment the same as decided by the Engineer – in -Charge depending on the exigencies of the work so as to suit the construction schedule. The-Tenderer shall submit a list of construction equipments he proposes to deploy for the subject work along with deployment schedule. No construction equipment shall be supplied by the Employer. Tenderer to ensure deployment of suitable cranes and take all safety precautions during execution of work.

7.10. SITE ORGANISATION

The-Tenderer shall submit the details of organization proposed by him at site of work for the implementation of the works under the contract, together with bio-data of the key personnel. The contractor shall however without prejudice to his overall responsibility to execute and complete the works as per specifications and time schedule progressively deploy adequate qualified and experienced personnel together with skilled / unskilled manpower and augment the same as decided by Engineer – in – Charge depending on the exigencies of work to suit the construction schedule without any additional cost to Employer.

7.11 TEMPORARY WORKS

All temporary works, ancillary works, enabling works, including dewatering of surface and subsoil water, preparing approaches and working areas, wherever required for execution of the work, shall be the responsibility of the Contractor, and the price quoted by them shall be deemed to have included the cost of such works.

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7.12 EXISTING SERVICES / STRUCTURES

Structures, drains, pipes, cables, overhead wires and similar services encountered in the course of the works shall be guarded from injury by the CONTRACTOR at his own cost, so that they may continue in full and uninterrupted use to the satisfaction of the Employer. Should any damage be done by the CONTRACTOR to any structures, mains, pipes, cables or lines (whether above or below ground etc), whether or not shown on the drawings, the CONTRACTOR must make good or bear the cost of making good the same without delay to the satisfaction of the Engineer – in – Charge.

7.13. DISTINCTION BETWEEN FOUNDATION AND SUPERSTRUCTURE

To distinguish between work in foundations and superstructures, the following criteria shall apply:

- a. For all Equipment pedestals, silos, pipe racks, other foundations and RCC structures, Work done upto 300 mm level above finished grade level will be taken as work in foundations and work above this level will be treated as work in superstructures and payments would be made accordingly.
- b. All works upto level corresponding to ground floor level shall be treated as work in “Foundation and Plinth” and all works above the ground floor level shall be treated as “Work in Superstructure”.
- c. Irrespective of what has been stated above, all pavements, RCC retaining wall, all pipe sleepers and any similar item would be take as work done in foundations irrespective of locations, nomenclature and levels given anywhere.
- d. Where not specifically pointed out all works in cellars / sumps, tank pads, cable trenches or such similar items would be taken as work in foundations.

7.14. FRONTS FOR WORKS.

The work involved under this contract includes such works as have to be taken up and completed after other agencies on the job have completed their jobs. The contractor will be required and bound to take up and complete such works as and when the fronts are available for the same and no claim of any sort whatsoever shall be admissible to the contractor on this account. Only extension of time limit shall be admissible, if the availabilities of work fronts to the contractor are delayed due to any reasons not attributable to the Contractor.

7.15. HOUSEKEEPING:

It shall be the Contractor’s responsibility to keep the work area clean and tidy always and shall be done on a day-to-day basis. Scrap, debris, oil spills, etc; generated during the course of work shall be disposed/carted away to unobjectionable place and the transportation for this purpose shall be arranged by the Bidder at his cost.

7.16. ABNORMAL RATES

The Contractor is expected to quote the percentage rate after careful analysis of costs involved for the performance of the complete the work consisting all specifications and conditions of the contract. If it is noticed that the rates quoted by the-Tenderer is unusually high (or) unusually low it will be sufficient cause for rejection of the-Tenderer unless the Employer is convinced about the reasonableness of the rate on scrutiny of the analysis for such rate to be furnished by the-Tenderer on demand. Notwithstanding anything there in stand, the rate once accepted by the employer shall be final and shall not be subject to any claim either on account of un-workability of rates or on any other ground whatsoever.

7.17. INSURANCE

7.17.1. Indemnity by the Contractor.

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The contractor shall be responsible at all times during the currency of the contract for and shall defend, hold harmless and indemnify the Employer from and against any and all claims, liabilities, costs, damages and expenses (including court cost and legal fees) arising whether by way of indemnity or otherwise, in relation to any and all losses of every kind and nature resulting from damage to or loss or, loss of use or recovery, or destruction of property, or sickness, injury or death suffered by any personnel or consultant of the contractor, its affiliates, agents or sub-contractors and damage to or loss or, loss of use or recovery or destruction of any property or equipment belonging or contracted to or otherwise in the custody of the contractor its affiliates, agents or sub-contractors or its or their personnel or consultants (other than Employer equipment) in connection with the performance of this contract.

7.17.2. Contractor's Personnel and Property.

The contractor shall be liable for and shall indemnify the Employer, the participants and Employer's personnel from and against all claims in respect of any death or injury or contractor's personnel and any damage to contractor's property in each case caused by or arising out of the performance of this contract and whether or not arising in respect of a serious event. The assumption of liability and the indemnity contained in this clause extends to any claims made against the Employer pursuant to any provision of any agreement.

All contractor's personnel which may include permanent, temporary or casual, servants, agents and / or representatives, contractual or otherwise, either contractor's and / or their sub-contractors, affiliates / subsidiaries / co-ventures shall be covered under contractor's workers compensation of statutory benefits and any damages or compensation payable in respect of accidents of injury as set forth and required by applicable law in the area of operations or such other jurisdiction under which contractor may become obligated to pay benefits.

7.17.3. Due Diligence

Apart from complying with the various expressed conditions it is necessary for the contractor to take reasonable precautions:

: For safety of the property insured.

: In selection of labour

: To prevent injury, loss or damage

It is also requiring that the insured

: To allow the insurer's access to examine the insured's premises plant and equipment

: To minimize loss in the event of an accident.

7.17.4. Compliance With insurance Warranty:

The contractor is solely responsible for all the insurance warranties attached to the policies taken by him. The Employer should not be held responsible in any manner for non-compliance of the warranty.

7.17.5. Any Other Insurance As Required Under Law:

CONTRACTOR shall also carry and maintain any and all other insurance(s) which may be required under any law or regulation from time to time without any extra cost to Employer. Contractor shall also carry and maintain any other insurance, which may be reasonably required

7.17.6. General Insurance Requirement.

All insurance's required under Clause shall be on terms and conditions issued by insurance companies or underwriters acceptable to the Employer.

7.17.7. Non Performance Of Contractors Insurance Companies:

The insolvency, liquidation, bankruptcy or failure of any insurance company providing insurance for Contractor or its sub-contractors or failure or denial of any such insurance Company to pay claims accruing, shall not be considered a waiver of, nor shall it excuse

Contractor from complying with, any of the provisions of this Contract. Nevertheless, such liability shall be to the sole account of the Contractor.

7.17.8. Failure to Provide Required Insurance:

In the event that Employer reasonably disapproves of the insurance companies concerned, or if any of the insurance policies be not procured or maintained pursuant to Employer, at its option, may notify contractor that the failure to provide the insurance is a material omission whereupon it is agreed that Employer, at its sole option, shall have the right either to purchase similar coverage, the cost thereof to be reimbursed forthwith by Contractor to Employer, or alternatively, to be deducted by the Employer from any sum due or thereafter becoming due to contractor from Employer whether under this contract or any other contract to which both Employer and contractor are parties. In any case, the liability in such situations shall be to the sole account of the Contractor. Employer, exercising right to take appropriate policy under the above situation will in no way make themselves liable even if there is any deficiency in the policy so availed of.

7.17.9. No Limitation of Liability:

The required coverage referred to and set forth in the relevant Clause shall in no way affect or limit Contractor's liability with respect to performance of the work or any obligation under the Contract.

7.17.10. Period of The Insurance:

The contractor shall take the required insurance cover as above for this work and shall Effective from the date of signing of agreement with the Employer. Policies shall be renewed regularly till the completion of work in all respects.

7.18 UNDERTAKING.

The bidder shall give an under taking that he has read the SCC and GCC and other terms and conditions of the bid document and agree to abide by all terms and conditions stipulated in the bid document. Also the bidders have to confirm that none of their personnel working in the bidders organization is / are relative of any chairman / Director/ employee or member of SBI / or a Director / Partner of the bidder's company or member of SBI / or a Director / Partner of the bidder's company / Organization / partnership / proprietary concern in any way.

7.19 SUB CONTRACTOR :

At the commencement of the job the contractor shall submit to the Architect/Employer the list of all Sub-contractors or other persons or firms to be engaged by the contractor to work at the site. Any tenderer who had submitted the bid for this tender and does not get the contract because of his being not the lowest will be prohibited from working as a sub-contractor for execution of this contract.

7.20 REVIEW MEETINGS AFTER AWARD OF WORK :

The Contractor shall present the programme and status at various review meetings as required.

7.20.1 Weekly Review Meeting:

Level of participation: Contractor's Site in charge and job Engineers.

Agenda:

- a. Weekly programme v/s actual acheived in the past week and programme for next week.
- b. Remedial Actions and hold up analysis.
- c. Employer query/approval
- d. Safety complience

7.20.2 Monthly Review Meeting :

Level of Participation :Contractor, Architect and Senior Officers of SBI

Agenda:

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- a.progress status / Statistics.
- b.Completion Outlook.
- c.Major hold ups / slippages.
- d.Assistance required.
- e.Criteria issues.
- f.Employer query/approval.
- g.safety compliance.

7.21 PROGRESS REPORTS TO BE FURNISHED AFTER AWARD OF WORK :

7.21.1 Monthly progress Report:

This report shall be submitted on a monthly basis within ten calendar days from cut-off date as agreed upon, covering overall scenario of the work. the report shall include but not be limited, to the following.

- a) Brief introduction of the work.
- b) Activities executed/achievements during the month.
- c) schedule v/s actual percentage progress & material stocks, resource allocation and overall work.
- d) Areas of concern/problem/hold ups, impact and action plan.
- e) Resources deployment status.
- f) Safety compliance report
- g) Distribution: SBI: Three copies

7.21.2 Weekly Report

This report (3 copies) will be prepared and submitted by the contractor on weekly basis and will cover following items:

- a) Activities programmed and completed during the week.
- b) Resource deployed men and machine.
- c) Qty. achieved against target in construction.
- d) Record of Man-days lost.
- e) Percentage progress, schedule and actual.
- f) safety compliance report.

7.22 TEST CERTIFICATES :

The contractor shall submit the certificates for every batch of materials from recognized laboratories / agencies for approval of the Architect

7.23 WORKMANSHIP:

The contractor shall maintain workmanship of different items with an idea of providing trouble-free services to the users of different facilities. For this, it is expected that different fittings/fixtures after installation should not need attendance for a period 12 (Twelve) months and throughout the contract period the same has to be attended by the contractor at no extra cost to the Employer. All cement works shall have to be adequately cured as per relevant codes with no extra cost to the Employer.

7.24. SUPERVISION:

The contractor shall have to engage sufficient number of skilled persons to supervise and execute the work. The contractor shall solely be responsible for any defective construction/rectification as a result of poor supervision.

7.25 SPECIFICATIONS/ CODES AND STANDARDS:

All works under this Contract will be executed according to the specifications for works. Whenever the details are not specifically covered in the specifications, relevant provisions in the latest revision of the Indian standard specifications (IS) or CPWD specifications will be followed. The contractor shall have to procure copies of such codes/ standards for ready reference of his own personnel as well as the Engineers at site at his own cost and without any additional reimbursement.

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7.26 MATERIAL AND TRANSPORT:

All materials for successful completion of work shall have to be procured and supplied by the successful tenderer at his own cost. The materials supplied by the contractor shall be of approved quality and approval also shall have to be taken from the Architect before using the materials to the work. Rejected materials, if any, shall have to be removed by the contractor with his own labour and transport at his own cost immediately on receipt of the instruction.

7.27 CLEANING DURING EXECUTION AND AFTER COMPLETION:

On completion of the works the contractor shall reinstate and make good at his own expense any property or land which might have been disturbed and/or damaged by his works. He should also clean the site as required during execution and fully clear the site after completion of all the works. The contractor shall forward any usable materials found during the course of construction at the work site dispose of the debris all at his own expense by his own transport and labour and clean out all part of the work and leave everything clean and tidy to the entire satisfaction of Architect/Employer.

7.28 EXTRA ITEMS RATES :

The work or extra items shall be started only after the approval of extra items rates by Employer / Architect. Rates for additional or extra items of construction work, which can be derived from the contract item rates and are not covered in the contract, shall be calculated on the basis of actual cost plus 15% for profit and over heads. Incase if similar works form a part of the-Tender the same shall be derive from such tenders rates.

7.29 FAIR WAGES

The fair wage rates for all categories of employees/labours should be as per prevailing in the district on the date of receipt of tender/work order and any notification subsequently published by the respective State Government/Central Government.

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

7.30.1 "Work Place" means a place at which, at an average 50 or more workers are employed in connection with construction work.

7.30.2 "Large Work Place" means a place at which, at an average 500 or more workers are employed in connection with construction work.

7.30.3 At every work place, there shall be maintained in a readily accessible place first aid appliance including an adequate supply of sterilized dressings and sterilized cotton wool. The appliances shall be kept in good order and, in large work place they shall be placed under the charge of a responsible person who shall be readily available during the working hours.

7.30.4 At large work places, where hospital facilities are not available within easy distance of the work. First Aid post shall be established and be run by a trained compounder.

7.30.5 Where large work places are remote from regular hospitals, indoor ward shall be provided with one bed for every 250 employee.

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

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

7.30.8 Where drinking water is obtained from an intermittent public water supply, each work place be provided with storage where such drinking water shall be stored.

7.30.9 Every water supply storage shall be at a distance of not less than 15m. from any latrine, drain or other source of pollution. Where water has to be drawn from an existing well which is within such proximity of latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap door which shall be dust and water proof.

7.30.10 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 in a month.

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

7.30.12 Scale of Accommodation in Latrines and Urinals:

There shall be provided within the precincts of every work place latrines and urinals in an accessible place, and

the accommodation, separately for each for each of them, shall not be less than the following scale:

No. of Seats

Where the number of persons does not exceeds 50, 2

Where the number of persons exceeds 50 3

but does not exceed 100

For every additional 100 3 per 100

7.30.13 Latrines and Urinals for Women:

If women are employed separate latrine and urinals, screened from those of men and marked in the vernacular in conspicuous letter. "For Women Only" shall be provided on the scale laid in 6.0. Those for men shall be similarly marked "For Men Only". A poster showing the figure of a man and a woman shall also be exhibited at the entrance of latrines for each sex. There shall be adequate supply of water close to the urinals and latrines. laid in 6.0 Those for men shall be similarly marked "For Men Only". A poster showing the figure of a man and a woman shall also be exhibited at the entrance of latrines for each sex. There shall be adequate supply of water close to the urinals and latrines.

7.30.14 Latrines and Urinals:

Except in work places provided with water flushed latrines connected with a water borne sewerage 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. The receptacles shall be tarred inside and outside at least once a year.

7.30.15 Construction of Latrines:

The inside walls shall be constructed of masonry or some suitable heat-resisting non-absorbent material and shall be cement-washed inside and outside at least once a year. The dates of cement washing shall be noted in a register maintained for the purpose and kept available for inspection. Latrines will not be of a standard lower than borne-hole system and should have thatched roofs.

7.30.16 Disposal of Excreta:

Unless otherwise arranged for by the local sanitary authority arrangements for proper disposal of excreta shall be made by septic tank or leach pit in conformity with the requirements of local public health authorities.

7.30.17 Provision of Shelters during rest:

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At every work place there shall be provided, free of cost, two suitable sheds one for meals and the other for rest separately for men and women for the use of labour. The height of the shelter shall not be less than 11 feet from the floor-level to the lowest part of the roof. The sheds should be roofed with at least thatch and mud flooring will be provided with a dwarf wall around not less than 750mm. Sheds should be kept clean and the space should be on the basis of at least 0.50 Square meters per head.

7.30.18 Creches:

At every work place, at which 50 or more women workers are ordinarily employed there shall be provided two huts for the use of children under the age of 6 year belonging to such women. One hut shall be used for infant's games and play and the other as their bed-room. The huts shall not be constructed on a lower standard than the following:

7.30.18.1 Thatched roofs:

7.30.18.2 Mud floor and walls:

Planks - spread over the mud floor and covering matting. The huts shall be provided with suitable and sufficient openings for light and ventilation. There shall be adequate provision of sweepers to keep the place clean. There shall be two ayahs in attendance. Sanitary utensils shall be provided to the satisfaction of the Health Officer of the area concerned. The use of the hut shall be restricted to children their attendants and mothers of the children.

Where the number of women workers is more than 25 but less than 50, the Contractor shall provide at least one hut and one ayah to look after the children of women workers.

The size of creche or creches shall vary according to the number of women workers.

The creches or creche shall be properly maintained and necessary equipment like toys, etc. shall be provided.

7.30.19 Canteen:

A cooked food canteen on a moderate scale shall be provided for the benefit of workers where ever it is considered expedient.

7.30.20 The above rule shall be incorporated in the contracts and in notices inviting tenders and shall form an integral part of the contract.

8.0 SAFETY CODE

8.1 Scaffolds:

- 8.1.1 Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying material as well, suitable footholds and hand holds shall be provided on the ladder and the ladder shall be given an inclination not steeper than 1/4 to 1 (1/4 horizontal and 1 vertical)
- 8.1.2 Scaffolding or staging more than 4m. above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached bolted, braced and otherwise secured at least 3 feet high above the floor or platform of such scaffoldings or staging and extending along the entire length of the outside and ends there of with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it form swaying from the building or structure.
- 8.1.3 Working platform, gangways, and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6m above the ground level on the floor level. They shall be closely boarded, should have adequate width and should be suitably fastened, as described in (ii) above.
- 8.1.4 Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 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.
- 8.1.5 Safe means of access shall be provided to all working platforms and the working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 m. in length while the width between side rail in rung ladder width shall in no case be less than 290mm. for ladder upto and including 3m. in length. For longer ladders this width should be increased at least 20mm. for each additional meter or length.
- 8.1.6 A sketch of the ladders and scaffolds proposed to be used shall be prepared and approval of the Engineer-in-charge obtained prior to construction.
- 8.1.7 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.
- 8.1.8 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.

8.2 Excavation and Trenching:

- 8.2.1 All trenches, 1.25m or more in depth, shall at all times be supplied with at least one ladder for each 30m in length or fraction thereof. Ladder shall be extended from bottom of the trench to at least 1m. above the surface of the ground. The side of the trench which are 1.5m or more shall be sloped back to give suitable slope or securely held by timber bracing, so as to avoid the dangers of sides to collapse. The excavated material shall not be placed within 1.5m. of the

edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done.

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

8.3 Demolition:

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

8.3.1.1 All roads and open areas adjacent to work site shall either be closed or suitably protected;

8.3.1.2 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.

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

8.4 Personal Safety Equipments:

8.4.1 All necessary personal safety equipment as considered adequately by the Engineer 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 these concerned.

8.4.2 Worker employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.

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

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

8.4.5 When workers are employed in sewers and manholes, which are in use, the Contractor shall ensure that the manhole covers are opened and are ventilated at least for an hour before the workers are allowed to get into the manholes and manhole's so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public.

8.4.6 The Contractor shall not employ men below age of 18 years and women on the work of painting with products containing lead in any form. Where ever men above the age of 18 years are employed on the work of lead paining, the following precautions should be taken.

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

8.4.5.2 Overalls shall be supplied by Contractors to the workmen and adequate facilities shall be provided to enable the worker painters to wash during the cessation of work.

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

8.5 Hoisting Machines:

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

8.5.1.1 These shall be good mechanical construction, sound material and adequate strength and free from patent defect and shall be kept in good repair and in good working order.

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

9.5.2 Every crane driver or hoisting applications operator shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding which give signals to operator.

8.5.3 In case of every hoisting machine and of every chain, hook, shackle swivel and fully block used in hoisting or as means of suspension for 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 of 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.

8.5.4 In case of department machines, the safe working load shall be notified by the Engineer-in-Charge. As regards Contractor's machines the Contractor shall notify the safe working load to the machine to the Engineer-in-Charge whenever he brings any machinery to site of work and get it verified by the Engineer-in-charge concerned.

8.5.5 Motors, gearing transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safe guards hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load, adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers employ on electrical installations which are already energized insulating mats, wearing apparel, such as gloves sleeves and boots as may be necessary should be provided. The workers should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

All scaffolds, ladders and 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.

8.5.6 To ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangements made by that Contractor shall be open to inspection by the Labour Officer, Engineer-in-Charge of the department or their representatives.

Notwithstanding the above clauses from 8.5.1 to 8.5.5 there is nothing in these to exempt the Contractor from the operation of any other Act or Rule in force in the Republic of India.