SBPP CO. OPERATIVE BANK LTD. BHOLANAGAR, PARNERA, ATUL, VALSAD- 396020.

TENDER FOR CONSTRUCTION OF LOW RISE BUILDING & OTHER UTILITY BUILDINGS, SERVICES ETC INCLUDING FINISHING WORKS AT ATUL, VALSAD.

CONTENTS

SECTION - I: NOTICE INVITING TENDER

SECTION - II: GENERAL CONDITIONS OF CONTRACT

SECTION - III: SPECIAL CONDITIONS OF CONTRACT

SECTION - IV: BILL OF QUANTITIES & PRICE SCHEDULE

SECTION - V: TECHNICAL SPECIFICATION

SBPP CO. OPERATIVE BANK LTD. PARNERA, PARDI, VALSAD- 396020.

TENDER FOR CONSTRUCTION OF LOW RISE BUILDING & OTHER UTILITY BUILDINGS, SERVICES ETC. INCLUDING FINISHING WORKS AT ATUL, VALSAD.

M/S			

THIS TENDER SPECIFICATION ISSUED TO:

TENDER FOR CONSTRUCTION OF LOW RISE BUILDING & OTHER UTILITY BUILDINGS, SERVICES ETC INCLUDING FINISHING WORKS AT ATUL, VALSAD.

SECTION - I NOTICE INVITING TENDER

Tender Enquiry No:

1. Sealed Tenders Are Invited For The Following Work From Reputed Contractor Who Meet The Qualification Requirements.

NATURE OF	EARNEST	ISSUE OF	TENDER	TENDER
WORK	MONEY	TENDER	SUBMISSION	OPENING
	DEPOSITE	DOCUMENTS	DATE& TIME	DATE & TIME
CONSTRUCTION				
OF LOW RISE			UP TO 14:00HRS	
BUILDING &			ON 14/05/2025	
OTHER UTILITY			THROUGH	After
BUILDINGS,			POST/COURIER	14/05/2025
SERVICES ETC	1,00,000/-	FROM	OR BY HAND IN	
INCLUDING	(RS ONE	07/05/2025	TENDER BOX	
FINISHING	LAKH	TO	AT	
WORKS AT	ONLY)	14/05/2025		
ATUL, VALSAD.	,		ADD,SBPP BANK	
			H.O PARDI-	
			396125	

Cost of Tender Documents (non- refundable): Rs 2100/- (Rs Two Thousand One Hundred Only)

- 2. Address for purchase, submission & opening of Tender
- a) Purchase, submission and opening of tender:

SBPP CO OP BANK LTD

Head office: Parsi Street, killa Pardi -396125,

District – Valsad.

Pn. NO.- 0260-2373528, 2373270

MOB NO. 6357937601

Contact@pardipeoplesbank.in

- 3. By hand in the tender box located at SBPP CO OP BANK LTD, H.O PARDI.
- 4.Employer will take no responsibility for any delay / loss of documents or correspondence sent by courier or post.
- 5. Offers should be strictly in accordance with the tender specifications & General Instructions to the Tenderer enclosed herewith.
- 6. Only Tenderers who have previous experience in the work of the nature and description detailed in this tender specification are expected to quote for this work. Offer from Tenderer who do not have proven and established experience in the field.
- 7. Tenderers are advised to go through the project scope of work, site location etc. and get themselves fully acquainted with the work place and prevailing working conditions before submitting the Offer.
- 8. The Tenderer should accept all terms & conditions of the tender unconditionally. In case the Tenderer wants to deviate from the tender conditions, such deviations shall be clearly specified in the offer. If no deviations are given in the offer, it will be assumed that the Tenderer accepts all terms and conditions of the tender.
- 9. Offers with deviations from terms and conditions of this tender are likely to be rejected.
- 10. Clarifications, if any, of Technical / Commercial nature, can be obtained from the officer to whom the tender is to be submitted or from following office at the following address up to one week before the tender due date.
 - a) Kalpesh M. Patel,

Architect & Engineer's

Fortune Land mark, C-wing office no. 345 TO 348, Near Croma, V.I.A Road, G.I.D.C., VAPI-396195

OFF. NO.- 09687648017 MOB NO. 09824102363

Email: kalppatel76@gmail.com

- 11. The Tenderers are required to quote for the complete scope of work with rates for all the items & no column should be left blank. Tenders for part of the work or in any respect are liable to be rejected. Tenders shall certify in the Techno- commercial bid that rates for all the items have been quoted.
- 12. Order will be placed on a single bidder for the complete scope of work.
- 13. Penalty will be levied by Employer as per relevant clauses of the Tender on Account of delay, violation of contract conditions and non-performance of the Contractor.
- 14. All documents submitted by the Tenderer in his offer shall be accompanied with a covering letter giving index interlinking all the documents.
- 15. Employer reserves the right to accept or reject any of the bid / all bids with or Without deviation or cancel / withdraw the invitation for bid without assigning any Reason

whatsoever and in such case no bidder shall have any claim arising out of such action by Employer.

- 16. Employer reserves the right to reject the tender from any bidder on the basis of Unsatisfactory performance of the bidder in any ongoing job or any similar job of others in last five years, or if the bidder has been kept under hold/ blacklisted by other employers.
- 17. Employer reserves the right to go for Reverse Auction (on line bidding or offline) Instead of opening the submitted sealed paper price bid. Any bidder who do not accept the processing of price bids through Reverse Auction are liable for rejection.

For & on behalf of (SBPP CO .OP. BANK LTD.)

TENDER FOR CONSTRUCTION OF LOW RISE BUILDING & OTHER UTILITY BUILDINGS, SERVICES ETC INCLUDING FINISHING WORKS AT ATUL, VALSAD.

A. QUALIFICATION REQUIREMENTS

- 1. The Tenderer should have, in the last Five years ending on 20-05-2025, successfully completed the civil construction including services and finishing works of commercial establishments. Values of such work done should be as under:
 - a) One job of value of Rs 1.00 Crore above, or
 - b) Two jobs of value of Rs 50.00 Lacs or above each, or
 - c) Three jobs of value of Rs 30.00 Lacs above each and

The Tenderer shall be financially sound and should have achieved an Average annual financial turnover of minimum Rs 3.00 Cr per year over Three consecutive financial years ending on 20-05-2025.

2. Tenderer should have successfully completed civil construction including services and finishing works of Low-rise buildings or Commercial apartments/townships or other high rise commercial establishments having floor area of 500.00 sq. mts minimum during last Five years.

B. DOCUMENTS REQUIRED

The Tenderer shall submit documents in respect of possessing Qualifying requirements as under duly certified and stamped by his authorized signatory:

- a) List of Jobs undertaken with details and value meeting the above conditions.
- b) Copies of work orders issued by customers.
- c) Copies of completion certificates issued by customers.
- d) Copies of audited profit and loss accounts accompanied by relevant schedules for turnover figures.

SECTION II

GENERAL CONDITIONS OF CONTRACT

INDEX

SR.NO.		CONTENTS
1	Part A	General Instructions to Tenderers
2	Part B	General terms & conditions
3	Part C	Terms and Conditions for Civil, Structural and
		Architectural Works
4.	Annexure - A	Proforma – Financial.
5.	Annexure- B	Proforma – Non- Discloser agreement
6	Annexure – C	Proforma – Analysis of similar jobs executed
7	Annexure - D	Proforma – Declaration Sheet
8	Annexure – E	Check list & schedule of General Particulars
9	Annexure – F	Proforma – Contract Agreement
10.	Annexure- G	Proforma- Security cum performance BG Bond
11.	Annexure- H	Proforma – Month wise manpower deployment Plan
12.	Annexure- I	Proforma- Status of T & Ps and deployment plan
13.	Annexure- J	Proforma- Knowledge of site conditions
14.	Annexure- K	List of Consortium Banks

SECTION - II

PART - A

GENERAL INSTRUCTIONS TO TENDERERS

- 1. This tender specification as a whole, furnishing all the details and other documents are required in the following pages, shall be duly signed and sent in a sealed cover (IN DUPLICATE) super-scribing the name of work as given in the tender notice.
- 2. The tender shall be addressed to the OFFICER INVITING TENDER AS INDICATED IN THE TENDER NOTICE.
- 3. Tenders submitted by post shall be sent as "REGISTERED POST ACKNOWLEDGEMENT DUE" and shall be posted with due allowance for any postal delay. The tenders received after the due date and time of opening are liable to be rejected. Telegraphic offers and offers received by telex may not be considered. SBPP CO .OP. BANK LTD. takes no responsibility for any delay/loss of documents or correspondences sent by courier/ post.
- Tenders shall be opened at the time and date as specified in the tender notice in the presence of such of those tenderers or their authorized representatives who may be present.
- 5. The tenderers shall closely peruse all the clauses, specifications and drawings indicated in the Tender Documents before quoting. Should the tenderer have any doubt about the meaning of any portion of the Tender Specifications or find discrepancies / omission in the Drawings or the tender documents issued are incomplete or shall require clarification on any of the technical aspect, scope of work etc., he shall at once contact the authority inviting the tender for clarification before the submission of the tender.
- 6. Before tendering, the tenderers are advised to inspect the site of work and the environments and be acquainted with the actual working and other prevalent conditions, facilities available, position of material and labor. No claim will be entertained later on grounds of lack of knowledge.
- 7. Tenderer must fill up all the schedules and furnish all the required information as per the instructions given in various sections of the tender specification. Each and every page of the Tender Specification must be SIGNED STAMPED AND SUBMITTED ALONG WITH THE OFFER by the Tenderer in token of complete acceptance thereof. The information furnished shall be complete by itself.
- 8. The Tenderer shall quote the rates in English Language and international numerals. These rates shall be entered in figures as well as in words. In case of difference in rates between words and figures THE LESSER OF THE TWO will be treated as valid rate. The "amount" column shall be the arithmetic multiplication of "quantity" and the "rate quoted" of each row. For the purpose of tender, the metric system of units shall be used. Both the blank columns of bill of quantities(BOQ), titled "Rates" and "Amount" as well as the total and grand total at the last page of the BOQ has to be filled by the Tenderer in legible and neat handwriting or typed. All totals shall be given both in words as well as in figures. In case of any discrepancy in the quoted "Grand Total" of the Price schedule and BOQ, the correct arithmetic total shall be considered.
- All entries in the tender shall either be typed or be written in ink. Erasure and over writings are not permitted and may render such tenders liable to summary rejection. All cancellations and insertions shall be duly attested by the tenderer.

- 10. QUALIFICATIONS OF TENDERERS: Only Tenderers who have previous experience in the work of this nature and description detailed in this tender specification at section "Qualifying requirements" are expected to quote for this work. Offers from tenderers who do not have proven and established experience in the field are not likely to be considered.
- 11. **DATA TO BE ENCLOSED**: Full information shall be given by the tenderer in respect of the following. Non-submission of this information may lead to rejection of the offer.
 - **11.1 FINANCIAL STATUS**: Financial viability as per proforma enclosed at **ANNEXURE-`A'**
 - **11.2 INCOME TAX CERTIFICATES**: A Certificate of Income tax clearance from the appropriate authority in the forms prescribed there for duly indicating annual turnover. These certificates shall be valid for one year from the date of issue or for the period prescribed there in for all tenders submitted during the period. Copy of last assessment order duly certified as true copy by the chartered accountant shall also be submitted.
 - **11.3 PREVIOUS EXPERIENCE**: A statement giving particulars (duly supported by documentary evidence) of the various service rendered in progress for each similar works by the tenderer indicating the particulars and value of each work, the site location, the duration, date of completion etc., strictly as per Performa enclosed at **ANNEXURE-C.**
 - **11.4** An attested copy of the **Power of Attorney**, in case the tender is signed by an individual other than the sole Proprietor, shall also be attached.
 - **11.5** Information on type of holding details of the Tenderer's organization shall be submitted as follows:
 - **IN CASE OF FIRMS WITH SOLE OWNERSHIP:** Full name, experience and address of the proprietor and nature of business.
 - **IN CASE OF PARTNERSHIP FIRMS**: The names of all the partners with addresses and their experience. A copy of the partnership deed/ instrument of Partnership duly certified by a Notary Public shall be enclosed.
 - **IN CASE OF COMPANIES**: Date and place of registration including date of commencement certificate in case of public companies and the nature of business carried or by the Company. Certified copies of memorandum and Articles of Association are also to be furnished. Also indicate names, addresses and experience of the Directors.
 - **11.6** Declaration sheet as per proforma enclosed at **ANNEXURE-**`**D**'.
 - **11.7** Checklist and schedule of general particulars duly filled in, signed and stamped as per *ANNEXURE-`E'*.
 - **11.8** In addition to the above, the particulars required elsewhere in tender documents including **Annexure** 'B' 'H', 'I', 'J'.
 - 11.9 Submission of documents pertaining to PAN no, GST and sales tax Registration nos., Tin No., ESI regn. Nos, PF regn. No., contract labour License and electrical contractor license etc. are mandatory, failing which the tenders are liable for rejection.
 - NOTE: In terms of clauses 11.1 to 11.9 above, all the data required to be enclosed with the tender need to be furnished neatly typed, signed and stamped in the given formats only (in the form of separate sheets) failing which the tender may be considered as incomplete and is liable for rejection. Documentary proofs wherever necessary also need to be enclosed.

12. EARNEST MONEY DEPOSIT:

- 12.1. Every tender must be accompanied by the prescribed amount of refundable, non-interest bearing Earnest Money Deposit. The amount of EMD and the manner in which it is to be deposited shall be as per Notice Inviting Tender.
- 12.2 Tenders received without Earnest Money in full in the manner prescribed above will not be considered.
- 12.3 The Earnest Money Deposit of the successful Tenderer will be retained towards part of Security Deposit.
- 12.4 In the case of unsuccessful tenderers, the Earnest Money will be refunded to them after acceptance of award of work by successful tenderer.
- 12.5 SBPP CO .OP. BANK LTD. Reserves the right of **forfeiture of Earnest Money deposit** in case the successful tenderer,
- (a) After opening of tender, revokes/ withdraws his tender within the validity period or revises/ alters his earlier quoted rates/ conditions.
- (b) Fails to communicate unqualified acceptance of Letter of Intent within 15 days from the date of issue of Letter of Intent.
- (c) Fails to submit 50% of the total Security Deposit before start of work.
- (d) Fails to start the work as may be indicated in the Letter of Intent.
- 12.6 EMD shall not carry any interest.
- 13. **AUTHORISATION AND ATTESTATION**: Tenders shall be signed by persons Duly authorized / empowered to do so. Certified copies of such authority and relevant documents shall be submitted along with the tenders.
- 14. **VALIDITY OF OFFER**: The offer shall be kept open for acceptance for a minimum period of **SIX MONTHS** from the date of opening of tenders. Incase SBPP CO .OP. BANK LTD calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the tenderers.
- 15. **EXECUTION OF CONTRACT**: The successful Tenderer's responsibility under this Contract commences from the date of issue of the Letter of Intent by SBPP CO OP BANK LTD. The successful tenderer shall be required to execute an agreement in the prescribed form as per **ANNEXURE-`F'** with the SBPP CO OP BANK LTD within a reasonable time after the acceptance of his tender and in any case before submitting the first bill for payment. The expenses for completion and making required number of copies and compilation of Contract Documents duly bound / titled and stamping / registration of the agreement with prescribed authority, if necessary, shall be borne by the contractor.
- 16. **SECURITY DEPOSIT:** Upon acceptance of tender, the successful Tenderer must deposit the required amount of security deposit within the time specified in the Letter of Intent for satisfactory completion of work.
 - 16.1 The total amount of Security Deposit shall be as follows:
 - (a) In case of work costing up to Rs10 Lakh SD shall be 10% of the contract value.
 - (b) In case of work costing Rs.10 Lakh and up to Rs.50 Lakh: SD shall be Rs 1 Lakh + 7.5 % of the contract value exceeding Rs 10 Lakh.
 - (c) In case of work costing more than Rs.50 Lakh: SD shall be Rs 4 Lakh +5 % of the contract value exceeding Rs 50 Lakh.
 - 16.2 The Security Deposit shall be deposited within 15 days from the date of issue of Letter of Intent but before start of work in any one of the following forms:
 - (a) The total Security Deposit as indicated in the Letter of Intent in cash (as permissible under income tax act) or demand draft in favour of SBPP CO. OP. BANK LTD payable at Pardi.

- (b) Bank guarantee from named banks listed in Annexure-K. The Bank guarantee format should have the approval of SBPP CO .OP. BANK LTD. However, SBPP CO .OP. BANK LTD reserves the right to accept bank guarantee issued by any other scheduled banks.
- (c) 50% in cash (as permissible under income tax act) or demand draft in favor of SBPP CO .OP. BANK LTD payable at Pardi, and the balance 50% in the form of Bank Guarantee in the prescribed proforma as per **Annexure 'G**'.
- (d) 50% in Bank Guarantee in the prescribed proforma as per **Annexure 'G**'. And the balance 50% shall be recovered by deductions from running bills @ 10% of the value of each running bill, till the full Security Deposit is made up. The validity of the Bank Guarantee furnished towards Security Deposit under
- (b) above shall be up to the period of completion of work as stipulated in the Letter of Intent + 2 (TWO) months and the same shall be kept valid by proper renewal till the satisfactory completion of the Guarantee Period. The bank guarantee issued by any of the consortium banks of SBPP CO .OP. BANK LTD (list given in **Annexure K** only will be accepted. EMD of the successful tenderer shall be converted and adjusted against the security deposit.
- 16.3 If the value of the work done at any time exceeds the accepted agreement value, the Security Deposit shall be correspondingly enhanced and the extra Security Deposit shall be immediately deposited by the Contractor or recovered from payments due to him.
- 16.4 Failure to deposit the Security Deposit within the stipulated time, may lead to forfeiture of Earnest Money Deposit and Cancellation of the award of work.
- 16.5 SBPP CO .OP. BANK LTD reserves the right of *forfeiture of Security Deposit* in addition to other claims and penalties in the event of the contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. SBPP CO OP BANK LTD reserves the right to set off the Security Deposit, against any claims of any other contracts with SBPP CO .OP. BANK LTD.
- **16.6 RETURN OF SECURITY DEPOSIT:** If the contractor fully performs and completes the work in all respects to the entire satisfaction of SBPP CO .OP. BANK LTD and presents an absolute "**No Demand Certificate**" in the prescribed form and returns properties belonging to SBPP CO .OP. BANK LTD taken, borrowed or hired by him for carrying out the said works, half the amount of Security Deposit will be released to the contractor after deducting all costs, expenses and other amounts that are to be paid to SBPP CO .OP. BANK LTD under this or other contracts entered into with the Contractor along with the final bill. Balance half of the amount of Security Deposit will be released only after the Guarantee Period is over.
- **17 No interest** shall be payable by SBPP CO .OP. BANK LTD on Earnest Money Deposit, Security Deposit or on any moneys due to the contractor.

18 EVALUATION AND REJECTION OF TENDER AND OTHER CONDITIONS:

- **18.1** The acceptance of Tender will rest with SBPP CO .OP. BANK LTD which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning any reasons whatsoever.
- (a) To reject any or all of the tenders.
- (b) To split up the work amongst two or more Tenderers.
- (c) To award the work in part.
- (d) In either of the contingencies stated in (b) and (c) above to modify the time for

completion suitably.

- **18.2** Conditional and un-witnessed tenders, tenders containing absurd or unworkable rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions, specifications etc., are liable to be rejected.
- **18.3** If a tenderer expires after the submission of his tender or after the acceptance of his tender, SBPP CO .OP. BANK LTD may at its discretion, cancel such tender. If a partner of a firm expires after the submission of the tender or after the acceptance of the tender, SBPP CO .OP. BANK LTD may cancel such tender at its discretion unless the firm retains its character.
- 18.4 SBPP CO .OP. BANK LTD will not be bound by any Power of Attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. SBPP CO OP BANK LTD may, however, recognize such Power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
- **18.5** If the tenderer deliberately gives wrong information in his tender, SBPP CO .OP. BANK LTD reserves the right to reject such tender at any stage or to cancel the contract, if awarded and forfeit the Earnest Money/ Security Deposit/ any other moneys due.
- 18.6 Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the contractor who resorts to canvassing are liable to be rejected.
- **18.7** Should a tenderer or contractor or in the case of a firm or Company of contractors/ one or more of its Partners/ shareholders / Directors have a relation or relations employed in SBPP CO .OP. BANK LTD, the authority inviting tender shall be informed to the fact along with the offer, failing this SBPP CO .OP. BANK LTD may, at its sole discretion reject the tender or cancel the contract and forfeit the Earnest Money/ Security Deposit
- **18.8** The successful tender should not sub-contract the part or complete work Detailed in the tender specification without written permission of SBPP CO .OP. BANK LTD. The tenderer is solely responsible to SBPP CO .OP. BANK LTD for the work awarded to him..
- **18.9 NO DEVIATIONS** to the tender conditions will normally be accepted. However, if the tenderer insists for certain deviations to the conditions, financial implication there of shall be loaded to the quoted price for evaluating the Tenderer's offer.

PART - B

GENERAL TERMS AND CONDITIONS

19.0 **DEFINITION OF TERMS**

Throughout the Tender Documents including the Enquiry Letter, the following words shall have the meanings assigned to them herein, unless the subject matter or the context requires otherwise.

- 19.1 The '**Purchaser**' or 'SBPP CO .OP. BANK LTD ' shall incorporated under the Banking Regulation Act, 1949, with its Registered Office, or its authorized officers or its Engineer or other employees authorized to deal with any matters with which these persons are concerned, on its behalf.
- 19.2 The '**Tenderer**' shall mean the Firm/Company/Organization/Society, which quotes against the Tender Enquiry issued by the Purchaser. It may also be referred as '**Bidder**'.
- 19.3 The '**Contractor'** shall mean the individual, firm or company whose Offer is accepted by SBPP CO .OP. BANK LTD. and enters into Contract with SBPP CO .OP. BANK LTD and shall include their executors, administrators, successors and permitted assigns.
- 19.4 The 'Contract' shall mean and include the agreement, the work order, the accepted appendices of rates, Schedules of Quantities, if any, General Conditions of Contract, Special Conditions of Contract, Instructions to Tenderers, the drawings, the technical specifications, the special specifications, if any, the tender documents and the Letter of Intent/ Acceptance letter issued by SBPP CO .OP. BANK LTD. Any conditions or terms stipulated by the Tenderer in the tender documents or subsequent letters shall not form part of the Contract unless specifically accepted in writing by SBPP CO .OP. BANK LTD. in the Letter of Intent and incorporated in the Agreement. It may also be referred as 'Contract Document'.
- 19.5 The '**Sub-contractor**' shall mean the person/firm/company/ organization to whom any part of the work has been sub-contracted by the Supplier, with the written consent of the Purchaser and shall include his heirs, executors, administrators, representatives and assigns.
- 19.6 The 'Engineer', for the purpose of this Contract shall mean an engineer, person or company duly appointed as such from time to time or such other officials as may be duly authorized and appointed and notified in writing by purchaser to act as engineer. In cases where no such Engineer has been so appointed, the word 'Engineer' shall mean the Purchaser or his duly authorized representative. It may also be referred to as Engineer-in-Charge.

- 19.7 The **`Inspector'** shall mean the Purchaser for the time being or such other person as may be duly authorized and appointed in writing by Purchaser to act as Inspector for the purpose of Contract.
- 19.8 The '**Equipment'** shall mean and include plant and stores on which work is to be done by the Contractor under the Contract.
- 19.9 The 'Work' shall mean and include supply of all categories of labour, specified consumables, tools and tackles required for complete and satisfactory construction, site transportation, handling, stacking, storing, erecting, testing and commissioning of the equipment; as defined in the Tender Documents, to the satisfaction of SBPP CO .OP. BANK LTD. It may also be referred as 'CONTRACT WORK'.
- 19.10 The '**Tender Document**' shall mean and include the instruction to Tenderers, general conditions, bidding conditions, specific conditions, specifications, schedules, drawings, form of tender, schedule of prices and quantities, contained in the Tender and any subsequent modifications thereof.. It may also be referred as '**Tender Specification**'
- 19.11 The 'Offer' shall mean and include the technical and commercial documents including specifications, schedule of prices and quantities, drawings etc submitted by the Tenderer in response to the tender enquiry and any subsequent clarifications thereof. It may also be referred as 'Bid'.
- 19.12 'Acceptance of offer' shall mean issue of letter of intent/award or memorandum or detailed Order/Contract communicating the acceptance of offer, to the successful Tenderer.
- 19.13 The `**Letter Of Intent'** shall mean the intimation by a letter / fax to the Tenderer that the tender has been accepted in accordance with provisions contained in the letter. The responsibility of the contractor commences from the date of issue of this letter and all the terms and conditions of contract are applicable from this date.
- 19.14 The 'Site' shall mean the site of the proposed work at SBPP CO .OP. BANK LTD 19.15 The 'President' shall mean the Officer in Administrative charge of the contracting SBPP CO .OP. BANK LTD
- 19.16 The `Completion Time' shall mean the period specified in the Letter of Intent or date mutually agreed upon for completing the work to the satisfaction of the Engineer, being of required standard and conforming to the specifications of the Contract.
- 19.17 The **`Tests'** shall mean and include such test or tests to be carried out by the Contractor as are prescribed in the Contract or considered necessary by SBPP CO .OP. BANK LTD. in order to ascertain the quality, workmanship, performance and efficiency of the contracted work or part thereof.
- 19.18 The '**Commissioning**' shall mean the first operation of the equipment after all initial adjustments, trials, cleaning and re-assembly required at site, if any, have been completed and equipment is made ready for commercial use.

- 19.19 The **`Approved', `Directed' Or `Instructed'** shall mean approved, directed or instructed by SBPP CO .OP. BANK LTD
- 19.20 **'Contract Engineer'** shall mean the official who has signed the Order/Contract on behalf of the Purchaser.
- 19.21 'Months' shall mean calendar months.
- 19.22 '**Days**' shall mean calendar days.
- 19.23 'Writing' shall include any manuscript, type written or printed statement under or over signature, seal as the case may be.
- 19.24 "Contract Value" shall mean the awarded/ executed value of work calculated on the basis of the awarded/ executed quantities of work and the approved /accepted rates by SBPP CO .OP. BANK LTD.

The words incorporating singular shall include plural and vice-versa, in the words importing masculine gender shall include feminine and vice-versa and the words importing persons shall include bodies corporate, limited liability companies, partnership and other legal entities.

20.0 TWO PART BIDS:

20.1 Bidders shall submit the offer in three inner envelops (covers) and one outer envelope (cover) as indicated below.

Envelope I: This sealed envelope should contain all the copies of technical & commercial bid together with price formats (without prices). This envelope should be clearly marked "Part I - Technical and commercial bid", indicating Tender No., Due Date and Address & Reference of the Bidder.

Envelope II: This sealed envelope should contain only **price formats with prices**. This envelope should be clearly marked "**Part II - Price bid**", indicating Tender No., Due Date and Address & Reference of the Bidder.

Envelop III: This sealed envelope should contain Demand Draft for cost of Tender if not submitted earlier, and Demand Draft/ copy of Cash Deposit Receipt for EMD.

All the envelopes shall be put in one envelop, duly sealed, super scribed as Part I and Part II of Enquiry No., due date of opening, name & address of the officer inviting Tender and the address and reference of the Bidder

20.1 Part I – Technical and Commercial Bid

This part shall include / indicate the following:

- Complete scope of services with all technical details and other technical and commercial terms and conditions.
- Confirmation of the Technical and Commercial Specification. If there are any deviations,

the same should be clearly specified in a separate sheet along with covering letter. Offers received without confirmation to our specification will be rejected.

- List of customers to whom similar services have been supplied along with performance certificates.
- A copy of "Un-Priced Part II" i.e., a copy of the Price Bid without the price details.

20.2 Part II (PRICE-BID)

This part should contain the schedule of price particulars co-related to the Bill of Quantities.

21 OPENING & EVALUATION OF OFFERS AND AWARD OF WORK

- 21.1 Authorized officer of SBPP CO .OP. BANK LTD.at his office shall open tenders at the time and date as specified in the tender notice in the presence of such of those Tenderers or their authorized representative who may be present.
- 21.2 The envelop III will be opened first. Tenders received without the demand draft for cost of Tender and EMD will be rejected and Part I of Bid will not be opened.
- 21.3 The Part I Technical & commercial bid alone would be opened on the Tender opening date.
- 21.4 The Part II Price bid of only those Bidders who have been found to be technocommercially suitable would be opened at a later date. These Bidders would be informed about the tender opening date.
- 21.5 Clarifications if any required by SBPP CO .OP. BANK LTD. for technical and commercial evaluation may be sought from Bidders before opening of Part II price bid.
- 21.6 In case it becomes necessary for the Tenderer to make any changes in his original price bid (Part-II) on account of technical/commercial confirmations/clarifications, against the changes advised by SBPP CO .OP. BANK LTD. to bring the offer in line with the requirement of the specifications, the impact of such changes on price shall be submitted in the form of a revised price bid, if asked for by SBPP CO .OP. BANK LTD
- 21.7 If a revised price bid has been submitted, normally only the final revised price bid shall be opened. However, SBPP CO .OP. BANK LTD reserves the right to open the earlier price bids, if required.
- 21.8 Unsolicited price bids shall not be entertained.
- 21.9 Any revision or changes in quoted prices and/or conditions of offer made after tender opening, which will give benefit to the Tenderer over others, may result in rejection of his tender.

- 21.10 Evaluation of offers shall be on the basis of cost at Site i.e. total cost to SBPP CO .OP. BANK LTD taking into consideration loadings, if any, and all available financial advantages.
- 21.11 Deviations (Commercial as well as Technical) from the Tender Specifications are generally not acceptable. However, if any deviation is considered by the Purchaser, the same shall be loaded for comparison, while evaluating the offer.
- 21.12 Loading/loading criteria in respect of the deviation(s) shall be communicated to the concerned Tenderer(s) before Price Bid opening. If a Tenderer unconditionally withdraws any deviation before Price Bid opening, the same shall not be loaded.
- 21.13 SBPP CO .OP. BANK LTD reserves its right to allow to the Public Sector Enterprises ordering and price preference facilities as admissible under the existing policy of the Govt. of India.
- 21.14 The Purchaser shall issue a Letter of Intent for award of work to the successful Tenderer as soon as his Bid has been accepted giving brief details of the equipment and other terms & conditions.
- 21.15 The Letter of Intent/ Purchase Order shall be issued in the name of Bidder only.
- **21.16** SBPP CO .OP. BANK LTD. reserves its right to negotiate with the bidder and/ or go for reverse auction.

22.0 PRICES AND TERMS OF PAYMENT

- 22.1 Prices quoted by the bidder shall be fixed and not subject to any escalation whatsoever during the period of Bid validity and execution of the Contract. A Bid submitted with an adjustable price will be treated as non -responsive and rejected.
- 22.2 Prices should be inclusive of all taxes and duties (except GST). Goods and Service tax should be specifically stated in the offer as per section-IV i.e bill of quantities and price schedule.
- 22.3 Terms of payment shall be as given in Special Conditions of Contract.
- 22.4 All payments will be released after deduction of taxes as per the rules in force and Tax Deduction at Source (TDS) certificate will be issued by SBPP CO .OP. BANK LTD as applicable.

23.0 COMMENCEMENT AND COMPLETION OF WORK

- 23.1 The contractor shall commence the work within the time indicated in the Letter of Intent and shall proceed with the same with due expedition without delay. The responsibility of successful Tenderer under this Contract commences from the date of issue of the Letter of Intent.
- 23.2 If the successful tenderer fails to commence the work within the stipulated time, SBPP CO .OP. BANK LTD at its sole discretion, will have the right to cancel the contract. His Earnest Money and/ or Security Deposit will stand forfeited without any further reference to him without prejudice to any and all of SBPP CO .OP. BANK LTD other rights and remedies in this regard.

- 23.3 All the works shall be carried out under the direction and to the satisfaction of SBPP CO .OP. BANK LTD
- 23.4 The transported equipment, erected /constructed plant or work performed under the Contract, as the case may be, shall be taken over by SBPP CO .OP. BANK LTD. in part or in full when it has been completed in all respects and/or satisfactorily put into operation at site. However, the work under the Contract shall be considered as completed only when the full scope of work is taken over by SBPP CO .OP. BANK LTD

24.0 MEASUREMENT OF WORK AND MODE OF PAYMENT

- 24.1 All payments due to the contractor shall be made by 'Account Payee' Cheques.
- 24.2 For progress/ running bill payments, the contractor shall present detailed measurement sheets in triplicate duly indicating all relevant details based on technical documents and connected drawings for the work done during the month/ period under different categories in line with terms of payment as per Letter of Intent. The basis of arriving at the quantities/ weights shall be the relevant documents and drawings released by SBPP CO .OP. BANK LTD. These measurement sheets shall be prepared jointly with Engineer and signed by both the parties.
- 24.3 These measurement sheets will be checked by the Engineer and quantities and percentages eligible for payment under different groups shall be decided by him. The abstract of quantities and percentages so arrived at based on the terms of payment shall be entered in the **Measurement Book** and signed by both the parties.
- 24.4 Based on the above quantities, contractor shall prepare the bills in the prescribed proforma and work out the financial value. These will be entered in the Measurement Book and signed by both the parties. Payment shall be made by SBPP CO .OP. BANK LTD. after affecting the recoveries due from the contractor.
- 24.5 All recoveries due from the contractor for the month / period shall be effected in full from corresponding running bills unless specific approval from Competent authority is obtained to the contrary.
- 24.6 Measurement shall be restricted to that quantity for which it is required to ascertain the financial liability of SBPP CO .OP. BANK LTD under this contract.
- 24.7 Measurement shall be taken jointly by persons duly authorized by SBPP CO .OP. BANK LTD and the Contractor.
- 24.8 The Contractor shall bear the expenditure involved, if any, in making the measurements and testing of materials to be used/ used in the work. The Contractor shall, without extra cost to SBPP CO .OP. BANK LTD provide all the assistance with appliances and other things necessary for measurement.
- 24.9 If, at any time due to any reason whatsoever, it becomes necessary to re-measure the work done, in full or in part, the expenses towards such re-measurement shall be borne by the Contractor.

- 24.10 Passing of bills covered by such measurements does not amount to acceptance by SBPP CO .OP. BANK LTD of the completion of the work measured. Any left out work has to be completed by the Contractor, as directed.
- 24.11 Final measurement bill shall be prepared in the proforma prescribed for the purpose, based on the certificate issued by the Engineer that the entire work as stipulated in the tender specifications has been completed in all respects to the entire satisfaction of SBPP CO .OP. BANK LTD.. The Contractor shall give unqualified `No Claim' and `No Demand' certificates. All the tools and tackles loaned to him should be returned in condition satisfactory to SBPP CO .OP. BANK LTD The abstract of final quantities and financial values shall also be entered in the Measurement Book and signed by both the parties. The final bill shall be paid within a reasonable time after completion of the work. After the payment of final bill, only the guarantee obligation percentage value shall remain unpaid which shall be released after completion of guarantee period.

25.0 RIGHTS OF SBPP CO .OP. BANK LTD.

SBPP CO .OP. BANK LTD reserves to itself the following rights in respect of this contract without entitling the contractor to any compensation.

- 25.1 To get the work done through another agency at the risk and cost of the contractor, in the event of poor progress or the contractor's inability to progress the work for completion as stipulated in the contract, poor quality of work, persistent disregard of instructions of SBPP CO .OP. BANK LTD., assignment, transfer, subletting of the contracted work without written permission of SBPP CO .OP. BANK LTD., non-fulfillment of any contractual obligations etc. and to claim / recover compensation for such losses from the contractor including SBPP CO .OP. BANK LTD.'s supervision charges and overheads from Security Deposit/ other dues.`
- 25.2 To withdraw any portion of work and / or to restrict / alter quantum of work as indicated in the contract during the progress of work and get it done through another agency and/ or by the departmental labour to suit SBPP CO .OP. BANK LTD.'s commitments or in case SBPP CO .OP. BANK LTD. decides to advance the completion due to other emergent reasons.
- 25.3 To terminate the contract after due notice and forfeit the Security Deposit and recover the loss sustained in getting the balance work done through other agencies in addition to liquidated damages/ penalty in the event of:
- (a) Contractor's continued poor progress.
- (b) Withdrawal from or abandonment of the work before completion of the work.
- (c) Corrupt act of the contractor.
- (d)Insolvency of the contractor.

- (e) Persistent disregard of the instructions of SBPP CO .OP. BANK LTD.
- (f) Assignment, transfer, subletting of the contract work without SBPP CO .OP. BANK LTD's written permission.
- (g) Non-fulfillment of any contractual obligations.
- 25.4 To recover any moneys due from the Contractor from out of any moneys due to the Contractor under this or any other Contract or from the Security Deposit.
- 25.5 To claim compensation for losses sustained including SBPP CO .OP. BANK LTD's supervision charges and overheads in case of termination of contract and to levy penalty for delay in completion of work.
- 25.6 To determine the Contract or to restrict the quantum of work and pay for the portion of work done in case SBPP CO .OP. BANK LTD.'s contract with its customer is terminated for any reason.
- 25.7 To effect recoveries from any amounts due to the contractor under this or any other contract or in any other form the moneys which SBPP CO .OP. BANK LTD. is forced to pay to anybody due to contractor's failure to fulfill any of his obligations.
- 25.8 To restrict or increase the quantity and nature of work to suit site requirements, since the tender specification is based on preliminary documents and quantities furnished therein are indicative and approximate and the rates quoted shall not be subject to revision.
- 25.9 To deploy SBPP CO .OP. BANK LTD.'s skilled and semiskilled workmen in case of emergency / poor progress/ deficiency in skill on the part of the employees of the contractor and to recover the expenditure on account of the same from the moneys due to the contractor.
- 25.10 While every endeavor will be made by SBPP CO .OP. BANK LTD. to this end, SBPP CO .OP. BANK LTD. cannot guarantee uninterrupted work due to conditions beyond its control. The Contractor will not be entitled to any compensation/ extra payment on this account.
- 25.11 In the event of any dispute of technical nature, the decision of SBPP CO .OP. BANK LTD. shall be final and binding on the Contractor.

26.0 RESPONSIBILITIES OF CONTRACTOR IN RESPECT OF LOCAL LAWS, EMPLOYMENT OF WORKERS, ETC.

The following are the responsibilities of the Contractor in respect of observance of local laws, employment of personnel, payment of taxes etc.:

26.1 As far as possible, unskilled workers shall be engaged from the local areas in which the work is being executed.

- 26.2 The contractor at all times during the continuance of this contract, shall in all his dealings with the local labour for the time being employed on or in connection with the work, has due regard to all local festivals, religious and other customs.
- 26.3 The Contractor shall comply with all State and Central Laws, Statutory Rules, Regulations, etc., such as The payment of wages Act, The Minimum Wages Act, The workmen's Compensation Act, The Employer's Liability Act, The industrial Disputes Act, The Employees' Provident Fund Act, Employees' State Insurance Scheme, the Contract Labour (Regulations and Abolition Act, 1970) and other Acts, Rules and Regulations for labour as may be enacted by the Government during the tenure of the Contract and having force or jurisdiction at site. The contractor shall give to the local Governing Body, Police and other concerned Authorities all such notice as may be required under law.
- 26.4 The Contractor, in the event of his engaging 20 or more workmen, will obtain independent license under the Contract Labour (Regulations and Abolition Act, 1970) from the concerned authorities based on the certificate (Form-V) issued by the principal employer.
- 26.5 The contractor shall pay all taxes, fees, license charges, deposits, duties, tolls, royalty, commissions or other charges which may be liable on account of any of his operations connected with this contract. In case SBPP CO OP BANK LTD. is forced to make any such payment, SBPP CO OP BANK LTD. shall recover the same from the contractor either from moneys due to him or otherwise as deemed fit.
- 26.6 While SBPP CO OP BANK LTD. will pay the inspection fees of the government statutory Inspectorate, all other arrangements for the periodical visits of such Inspectors to site, inspection certificates etc. will have to be made by the contractor at his cost. The contractor will also meet all expenses in connection with observed discrepancies by these govt. inspectors and performing any requisite qualification tests.
- 26.7 The contractor shall be responsible for the provision of health and sanitary arrangements more particularly described in the Contract Labour (Regulations and Abolition Act, 1970) and safety precautions as may be required for safe and satisfactory execution of the contract.
- 26.8 The contractor shall be responsible for proper accommodation including adequate medical facilities for the personnel employed by him.
- 26.9 The contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed by him.
- 26.10 The contractor shall ensure that no damage is caused to any person / property of other parties working at site. If any such damage is caused, it shall be the responsibility of the contractor to make good the losses and compensate them.
- 26.11 All the properties equipment/ components of SBPP CO OP BANK LTD./ its customer loaned with or without deposit, to the contractor shall remain the properties of SBPP CO OP BANK LTD / its customer. The contractor shall use such properties

for the purpose of execution of this contract. All such properties/ equipment/ components shall be taken to be in good condition unless notified to the contrary by the contractor

within 48 hours. The contractor shall return them in good condition as and when required by SBPP CO OP BANK LTD. / its customer. In case of non-return, loss, damage, repairs etc., the cost thereof, as may be fixed by the Engineer, will be recovered from the contractor.

- 26.12 It shall not be obligatory on the part of SBPP CO OP BANK LTD. to supply any tools and tackles or materials other than those specifically agreed to be given by SBPP CO OP BANK LTD. However, depending upon availability / possibility, SBPP CO OP BANK LTD / its customer's equipment and other materials may be made available to the contractor on payment of hire charges as fixed by them, subject to the conditions laid down by SBPP CO OP BANK LTD. / its customer from time to time. Unless paid in advance, such hire and other charges shall be recovered from out of dues to the contractor or security deposit in one installment.
- 26.13 The contractor shall fully indemnify and keep indemnified SBPP CO OP BANK LTD against all claims of whatever nature arising during the course of execution of this contract.
- 26.14 In case the contractor is required to undertake any work outside the scope of this contract, the amount payable shall be as may be mutually agreed upon.
- 26.15 Any delay in completion of works or non-achievement of periodical targets, due to reasons attributable to the contractor, will have to be compensated by the contractor either by increased manpower and resources or by working extra hours or more than one shift at no extra cost to SBPP CO OP BANK LTD
- 26.16 The contractor shall execute the work under the conditions usual to such plant construction and in conjunction with numerous other operations at site. The contractor and his personnel shall cooperate and coordinate with other agencies at project site and proceed in a manner that shall help in the progress of work at site as a whole.
- 26.17 The contractor will be directly responsible for payment of wages to his workmen. A pay-roll sheet giving details of all payments made to the workmen duly signed by the contractor's representative should be furnished to SBPP CO OP BANK LTD., if called for.
- 26.18 In case of any class of work for which there is no specification laid down in the contract, such work shall be carried out in accordance with the instructions and requirements of the Engineer.
- 26.19 No levy, payment or charges made or imposed shall be impeached by reason of any clerical error or by reason of any mistake in the amount levied, demanded or charged.
- 26.20 **No idle labour charges** will be admissible in the event of any stoppage of work resulting in the contractor's workmen being rendered idle due to any reason at any time.
- 26.21 The contractor shall take all reasonable care to protect the materials and the work till such time the plant / equipment has been taken over by SBPP CO OP BANK LTD
- 26.22 Contractor shall not stop work or abandon the site for whatsoever reason or dispute, excepting for Force Majeure conditions. All problems / disputes shall be separately discussed and settled without effecting the progress of work. Stoppage or abandonment of work, other than under force Majeure conditions, shall be treated as breach of Contract and dealt with accordingly.
- 26.23 The contractor shall keep the area of work clean and shall remove the debris etc while executing day-to-day work. Upon completion of work, the contractor shall remove

from the vicinity of work, all scrap, packing materials, rubbish, unused and other materials and deposit them in places specified by the Engineer. The contractor will also demolish all the hutments, sheds, offices, etc. constructed and used by him and shall clean the debris. In the event of his failure to do so, the same will be arranged to be done by the Engineer and the expenses recovered from the contractor.

- 26.24 The contractor shall execute the work in the most substantial and workman like manner in the stipulated time. Accuracy of work and timely execution shall be the essence of this contract. The contractor shall be responsible to ensure that the quality, assembly and workmanship conform to the dimensions and clearance given in the drawings and/ or as per the instructions of the Engineer.
- 26.25 The contractor shall furnish fortnightly labour deployment report indicating the classification and number of workmen engaged, date wise and category wise. Besides, the contractor shall also furnish progress reports on work at regular intervals as required by the Engineer.
- 26.26 No land belonging to SBPP CO OP BANK LTD. Shall be occupied by the Contractor without the written permission of SBPP CO OP BANK LTD.

27.0 RESPONSIBILITIES OF CONTRACTOR IN RESPECT OF SAFETY OF MEN, EQUIPMENT, MATERIAL AND ENVIRONMENT.

- 27.1 All safety rules and codes applied by SBPP CO OP BANK LTD. and its customer at site shall be observed by the contractor and his workmen without exception. The contractor shall be responsible for the safety of the equipment / material and work to be performed by him and shall maintain all lights, fencing guards, signs etc. or other protections necessary for the purpose. Contractor shall also take such additional precautions as may be indicated from time to time by the Engineer, with a view to prevent pilferage, accidents, fire hazards etc. Suitable number of clerical staff, watch and ward, store keepers to take care of equipment, materials, construction tools and tackles shall be posted at site by the contractor till the completion of the work under this contract. The contractor shall arrange for such safety devices as are necessary for this type of work and carry out the requisite site tests of handling equipment, lifting tools, tackles etc. as per usual standards and practices.
- 27.2 The contractor shall provide to its work force and ensure the use of the following personal protective equipment as found necessary and as directed by the authorized SBPP CO OP BANK LTD officials.
- (a)Safety Helmets conforming to IS-2925
- (b) Safety Belts conforming to IS-3521
- (c) Safety shoes conforming to IS-1989
- (d) Eye, Ear & Face Protection devices conforming to IS-8520 and IS-8940, IS-5983,
- (e) Hand & body protection devices conforming toIS-2573, IS-6994, IS-8807 &IS-8519.
- (f) Rubber gloves for electrical purposes confirming to IS-4770
- (g) Industrial safety gloves (leather & cotton gloves) confirming to IS-6994

- 27.3 All tools, tackles, lifting appliances, material handling equipment, scaffolds, cradles, safety nets, ladders, equipment etc. used by the contractor shall be of safe design and construction. These shall be tested and certificate of fitness obtained before putting them to use and from time to time as instructed by authorized SBPP CO OP BANK LTD official who shall have the right to ban the use of any item.
- 27.4 All electrical equipment, connections and wiring for construction power, its distribution and use shall conform to the requirements of Indian Electricity Act and Rules. Only electricians licensed by the appropriate statutory authority shall be employed by the contractor to carry out all types of electrical works. All electrical appliances including portable electric tools used by contractor shall have safe plugging system to source of power and be appropriately earthed.
- 27.5 The contractor shall not use any hand lamp energized by electric power with supply voltage of more than 24 volts. For work in confined spaces, lighting shall be arranged with power source of not more than 24 volts.
- 27.6 Where it becomes necessary to provide and / or store petroleum products, explosives, chemicals and liquid or gaseous fuel or any other substance that may cause fire or explosion, the contractor shall be responsible for carrying out such provision and/or storage in accordance with the rules and regulations laid down in the relevant Government Acts, such as Petroleum Act, Explosives Act, petroleum and Carbides of Calcium Manual of the Chief Controller of Explosives, Government of India etc. Prior approval of the authorized SBPP CO OP BANK LTD. Official at the site shall also be taken by the contractor in all such matters.
- 27.7 The contractor shall arrange at his cost (wherever not specified) appropriate illumination at all work spots for safe working, when natural daylight may not be adequate for clear visibility.
- 27.8 In case of a fatal or disabling injury / accident to any person at construction sites due to lapses by the contractor, the victim and / or his / her dependents shall be compensated by the contractor as per statutory requirements. However, if considered necessary, SBPP CO OP BANK LTD. shall have the right to impose appropriate financial penalty on the contractor and recover the same from payments due to the contractor for suitably compensating the victim and / or his/her dependents. Before imposing any such penalty, appropriate enquiry shall be held by SBPP CO OP BANK LTD. giving opportunity to the contractor to present his case.
- 27.9 In case of any damage to property due to lapses by the contractor, SBPP CO OP BANK LTD. shall have the right to recover the cost of such damages from the payments due to the contractor after holding an appropriate enquiry.
- 27.10 In case of any delay in the completion of a job due to mishaps attributable to lapses by the contractor, SBPP CO OP BANK LTD .shall have the right to recover cost of such delay from the payments due to the contractor, after notifying the contractor suitably and giving him opportunity to present his case.
- 27.11 If the contractor fails to improve the standards of safety in its operation to the satisfaction of SBPP CO OP BANK LTD. after being given reasonable opportunity to do

so and / or if the contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carry out instructions regarding safety issued by the authorized SBPP CO OP BANK LTD. official, SBPP CO OP BANK LTD. shall have the right to take the corrective steps at the risk and cost of the contractor after giving a notice of not less than seven days indicating the steps that would be taken by SBPP CO OP BANK LTD.

- 27.12 The contractor shall submit report of all accidents, fires, property damage and dangerous occurrences to the authorized SBPP CO OP BANK LTD. official immediately after such occurrence, but in any case not later than 12 hours of the occurrence. Such reports shall be furnished in the manner prescribed by SBPP CO OP BANK LTD. In addition, periodic reports on safety shall also be submitted by contractor to the authorized SBPP CO OP BANK LTD. official from time to time as prescribed.
- 27.13 During the course of construction, alteration or repairs scrap lumbers with protruding nails, sharp edges etc., and all other debris including combustible scrap shall be kept cleared from working areas, passageways and stairs in and around site.
- 27.14 Cylinders shall be moved by tilting and rolling them on their bottom edges. They shall not be intentionally dropped, struck or permitted to strike each other violently. When cylinders are transported by powered vehicles, they shall be secured in a vertical position.
- 27.15 The contractor shall be responsible for the safe storage of his radioactive sources.
- 27.16 All the contractor's supervisory personnel and sufficient number of workers shall be trained for firefighting and shall be assigned specific fire protection duties. Enough number of such trained personnel must be available during the tenure of the contract.
- 27.17 Contractor shall provide enough fire protecting equipment of the types and numbers at his office, stores, erection site, other temporary structures, labour colony area etc. Access to such fire protection equipment shall be easy and kept open at all times. Compliance of the above requirement under fire protection shall in no way relieve the contractor of any of his responsibility and liabilities to fire accident occurring. In the event fire safety measures are not to SBPP CO OP BANK LTD's satisfaction, SBPP CO OP BANK LTD shall have option to provide the same and recover the cost plus incidentals from contractor's bills and / or impose penalty as deemed fit by the Engineer.
- 27.18 Before commencing the work, the contractor shall appoint / nominate a responsible officer to supervise implementation of all safety measures and liaison with his counterpart of SBPP CO OP BANK LTD
- 27.19 If safety record of the contractor in execution of the awarded job is to the satisfaction of Safety Department of SBPP CO OP BANK LTD., issue of an appropriate certificate to recognize the safety performance of the contractor may be considered by SBPP CO OP BANK LTD. after completion of the job.
- 27.20 All prescribed forms of SBPP CO OP BANK LTD. pertaining to HSE requirements shall be duly filled and submitted by the contractor periodically or otherwise as per the requirement of the engineer-in-charge.
- 27.21 Necessary precautions and arrangements including sprinkling of water during work as acceptable to SBPP CO OP BANK LTD. for safety and reducing environmental pollution have to be made by the contractor. No claim on this account shall be entertained on this account and the contractor's rates shall be deemed to have taken this into account.

28.0 CONSEQUENCES OF CANCELLATION

28.1 Whenever SBPP CO OP BANK LTD. exercises its authority to terminate the contract / withdraw a portion of work under clause 25, the work may be got completed by any other means at the contractor's risk and cost provided that in the event of the cost of completion (as certified by the Engineer which shall be final and binding on the contractor) being less than the contract value, the advantage shall accrue to SBPP CO OP BANK LTD. If the cost of completion exceeds the moneys due to the contractor under the contract, the contractor shall either pay the excess amount demanded by SBPP CO OP BANK LTD. or the same shall be recovered from the contractor. This will be in addition to the forfeiture of Security Deposit and recovery of liquidated damages as per relevant clauses.

28.2 In case SBPP CO OP BANK LTD. completes the work under the provisions of this clause, the cost of such completion to be taken into account for determining the excess cost to be charged to the contractor shall consist of cost of materials purchased and/or labour provided by SBPP CO OP BANK LTD. with an addition of such percentage to cover supervision and establishment charges as may be decided by SBPP CO OP BANK LTD.

29.0 INSURANCE

29.1 SBPP CO OP BANK LTD. Shall arrange for insuring the materials / property of SBPP CO OP BANK LTD. covering the risks during transit, storage, erection and commissioning. The Contractor has to arrange on his own insurance pertaining to their scope of work for all workers and to arrange for accident risk policy/ workmen compensation policy, materials like Cement, Reinforcement steel and other bought out items and other valuable building materials during it's transport, storage, till it goes to the permanent work, their all T & Ps and, IMTEs and fixed assets which they may acquire and deploy at site. Proper insurance cover against any eventuality such as earthquakes, floods and other calamities has to be taken by the contractor for constructed and completed structures at site till these are handed over to SBPP CO OP BANK LTD.

29.2 It shall be the sole responsibility of the contractor to insure his workmen against risks of accidents and injury while at work as required by the relevant Rules and to pay compensation, if any, to them as per Workmen's Compensation Act. The contractor shall also insure his staff against accidents. The work will be carried out in a protected area and all the Rules and Regulations of SBPP CO OP BANK LTD. in the Project Area which are in force from time to time will be followed by the contractor.

- 29.3 If due to negligence and/or non-observance of safety and other precautions, any accident / injury occurs to any other persons/ public, the contractor shall pay necessary compensation and other expenses, if so decided by the appropriate authority.
- 29.4 The contractor will take necessary precautions and due care to protect the material, while in his custody from any damage/ loss till the same is taken over by SBPP CO OP BANK LTD. For lodging / processing of insurance claim the contractor will submit necessary documents. SBPP CO OP BANK LTD. will reserve the right to recover the loss from the contractor, in case the damage / loss is due to carelessness / negligence on the part of the contractor. In case of any theft of material under contractor's custody, matter shall be reported to police by the contractor immediately and copy of FIR and subsequently police investigation report shall be submitted to SBPP CO OP BANK LTD. for taking up with insurance.
- 29.5 If due to negligence/ carelessness on the part of the contractor, any material/ equipment owned by SBPP CO OP BANK LTD. is damaged, the contractor shall submit necessary documents for lodging insurance claims as required by SBPP CO OP BANK

- LTD. Engineer. SBPP CO OP BANK LTD. shall however reserve the right to recover deductible franchise and also unsettled portion of insurance claim amount from the contractor.
- 29.6 If due to negligence/ carelessness on the part of the contractor, any surrounding properties also get damaged, the contractor shall submit necessary documents for lodging insurance claims as required by SBPP CO OP BANK LTD. Engineer. SBPP CO OP BANK LTD. shall however reserves the right to recover deductible franchise and to unsettled portion of insurance claim amount from the contractor.
- 29.7 The contractor may note that SBPP CO OP BANK LTD. are not insured. The Contractor will take necessary precautions and due care to protect the same while in his custody from any damage/ loss till the same is handed over back to SBPP CO OP BANK LTD. In case the damage / loss is due to carelessness/ negligence on the part of the contractor, the Contractor is liable to get them repair/ replaced immediately and in case of his failure to do so within a reasonable time, SBPP CO OP BANK LTD. will reserve the right to recover the loss from the contractor.

30.0 COMPLETION SCHEDULE AND PENALTY FOR DELAY

- 30.1 The Contractor shall complete the work as per the time frame given in the Letter of Intent.
- 30.2 Failure to complete the work in time as per the time frame specified will make the Contractor liable to an unconditional penalty as specified in Special Conditions of Contract.

31.0 STRIKES AND LOCKOUTS

- 31.1 The contractor will be solely responsible for all disputes and other issues connected with his workmen. In the event of contractor's workmen resorting to strike or the contractor resorting to lockout and if the strike or lockout so declared is not settled within a period of one month, SBPP CO OP BANK LTD. shall have the right to get the erection work executed by employing its own men or through other agencies or both. The cost incurred by SBPP CO OP BANK LTD. in this regard shall be recovered from the contractor.
- 31.2 For any purpose whatsoever, the employees of the contractor shall not be deemed to be in the employment of SBPP CO OP BANK LTD.

32.0 FORCE MAJEURE

- 32.1 The following shall amount to Force Majeure conditions. Acts of God, Act of any Government, War, Sabotage, Riots, Civil Commotion, Police Action, Revolution, Flood, Fire, Cyclone, Earthquake and Epidemic and other similar causes over which the contractor has no control.
- 32.2 If the contractor suffers delay in the due execution of the contract, due to delays caused by force Majeure conditions, as defined above, the agreed time for completion of the work covered by this contract shall be extended by a period of time equal to the period of delay, provided that on the occurrence of any such contingency, the contractor immediately reports to SBPP CO OP BANK LTD. in writing the causes for the delay but the Contractor shall not be eligible for any compensation on this account.

33.0 GUARANTEE:

Even though the work will be though the work will be carried out under the supervision of the Engineer, the Contractor will be responsible for the quality of the workmanship and shall guarantee the work done for a period as specified in the Special Condition of Contract and shall rectify, free of cost to SBPP CO OP BANK LTD., all defects arising out of faulty erection / Construction during the Guarantee period, In the event of the contractor failing to repair the defective works within the time specified by the Engineer, SBPP CO OP BANK LTD. may proceed to undertake the repairs of such defective works at the contractor's risk and cost, without prejudice to any other rights and recover the same from out of any moneys payable to the contractor or by other legal means.

34.0 CONTRACT LAW, NOTICE AND ARBITRATION:

34.01 The Contract shall be governed by the Law for the time being in force in the Republic of India. The Civil Court having ordinary civil jurisdiction over site shall alone have exclusive jurisdiction in regard to all claims in respect of the contract.

34.02 The Contractor shall furnish to the Engineer, the name, designation and address of his authorized agent and all complaints, notices, communications and references shall be deemed to have been duly given to the Contractor, if delivered to the Contractor or his authorized agent or left at or posted to the address either of the contractor or his authorized agent and shall be deemed to have been so given in the case of posting on the day on which they would have reached such address in the ordinary course of post or at which they were so delivered or left.

34.03 All disputes between the parties to the contract arising out of or in relation to the contract, other than those for which the decision of the Engineer or any other person is by the contract expressed to be final and conclusive shall be either party to the contract to the other party, be referred to sole arbitration of the General Manager or his nominee. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Reconciliation Act, 1996. The parties to the contract understand and agree that it will be no objection that the General Manager or the person nominated as Arbitrator had earlier in his official capacity to deal directly or indirectly with the matters to which the contract relates or that in the course of his official duties had expressed views on all or any of the matters in dispute or difference. The award of the Arbitrator shall be final and binding on the parties to this contract. In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason or his award being set aside by the Court for any reason, it shall be lawful for the General Manager or his successor, as the case may be, either to act himself as the Arbitrator or to appoint another Arbitrator in place of the outgoing Arbitrator in the manner aforesaid. The Arbitrator may, from time to time, with the consent of both the parties to the contract, enlarge the time for making the award. Work under the contract shall be continued during the arbitration proceedings. The venue of the arbitration shall be the place from which the contract is issued or such other place as the Arbitrator at his discretion may determine.

35.0 REVERSE AUCTION (RA)

35.01 SBPP CO OP BANK LTD. May go for Reverse Auction (on line bidding on Internet) instead of opening the submitted sealed paper price bid. The decision to go for Reverse Auction will be taken after techno-commercial evaluation. Information and general terms and conditions governing RA are given below.

35.02 For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.

35.03 SBPP CO OP BANK LTD. Will engage the services of a service provider who will provide all necessary training and assistance/demonstration before commencement of online bidding on internet.

- 35.04 SBPP CO OP BANK LTD. Will inform the vendors in writing the details of Service Provider to enable them to contact for training/ demonstration.
- 35.05 Business rules like event date, time, start price, bid decrement, extensions etc. Also will be communicated through Service Provider for compliance.
- 35.06 Vendors have to fax the Compliance form in the prescribed format (provided by Service provider) before start of Reverse Auction. Without this, the vendor will not be eligible to participate in the event.
- 35.07 SBPP CO OP BANK LTD. May provide the calculation sheet which will help the Vendors to enable them to fill-in the price and keep it ready for keying in during the Auction.
- 35.08 Reverse auction will be conducted on a scheduled date & time.
- 35.09 At the end of Reverse Auction event, the lowest bid value will be known on the network.
- 35.10 The lowest bidder has to fax the duly signed filled-in prescribed format as provided to SBPP CO OP BANK LTD. Through Service Provider within 24 hours of Auction without fail.
- 35.11 Any variation between the on -line bid value and the signed document will be considered as sabotaging the tender process and will invite disqualification of vendor to conduct business with SBPP CO OP BANK LTD. As per prevailing procedure.
- 35.12 In case SBPP CO OP BANK LTD. decides not to go for Reverse Auction procedure for this tender enquiry, the paper Price bids already submitted and available with SBPP CO OP BANK LTD. Shall be opened as per SBPP CO OP BANK LTD..'s standard practice.

SECTION - II

PART - C

TERMS AND CONDITIONS FOR CIVIL, STRUCTURAL AND FINISHING WORKS 36.0 CONTRACTOR'S SITE OFFICE / SUPERVISION

- 36.1 The Contractor shall establish an office at Site and keep posted an authorized, responsible officer with valid Power of Attorney for the purpose of the contract. Any order or instructions of the Engineer or his duly authorized representative, communicated to the contractor's representative at site office will be deemed to have been communicated to the contractor at his legal address.
- 36.2 The Contractor shall either himself supervise the execution of the Contract or shall appoint a competent Engineer / agent approved by the Engineer to act in his stead.
- 36.3 The Contractor shall employ an Engineer/ Agent having at least a `Degree of Bachelor in Civil Engineering' from a recognized university with six years as post qualification experience or having at least a `Diploma in Civil Engineering' from a recognized college with ten years of post-qualification experience.
- 36.4 The employment of an Engineer / Agent as aforesaid shall not be necessary if the Contractor himself is in possession of a recognized technical qualification and is in the opinion of the Engineer capable of receiving instructions of the Engineer and of executing the work to the satisfaction of the Engineer.
- 36.5 If the Contractor fails to appoint a suitable Engineer /Agent as aforesaid, the Engineer shall have full powers to suspend the execution of work and stop payment of any money that may have become due until such date as a suitable Engineer / Agent is appointed and the Contractor shall be held responsible for the delay caused to the work and no extension of time on this account shall be given to him.
- 36.6 Orders given to the Contractor's Engineer / Agent shall be considered to have the same force as if they had been given to the Contractor himself.
- 36.7 The Contractor or his Agent shall be in attendance at the site during all working hours and shall superintend the execution of work with such additional assistance in each grade as the Engineer may consider necessary.
- 36.8 The Contractor or his accredited Agent shall attend, when required and without making any claim for doing so, either the office of the Engineer or the work site to receive instructions.
- 36.9 The SBPP CO OP BANK LTD. Engineer shall have full powers to instruct the Contractor to arrange for immediate termination of services, in connection with this contract, of any Agent, servant or employee whose continued employment is, in his opinion, undesirable, without assigning any reason.

37.0 SUPERVISORY STAFF AND WORKMEN

- 37.1 The contractor shall deploy all the experienced skilled, semiskilled and unskilled workmen required for all the works under this specification. SBPP CO OP BANK LTD. reserves the right to decide on the suitability of the workers and other personnel who will be deployed by the contractor. SBPP CO OP BANK LTD. reserves the right to insist on removal of any employee of the contractor at any time, if they find him unsuitable and the contractor shall forth with removes him.
- 37.2 The supervisory staff including qualified Engineers deployed by the contractor shall ensure proper out-turn of work and discipline on the part of the labour put on the job by the contractor and in general see that the works are carried out in a safe and proper manner and in coordination with other labour and staff deployed directly by SBPP CO OP BANK LTD. Or other contractors of SBPP CO OP BANK LTD./ other agency.
- 37.3 The work shall be executed under the usual conditions like rain, insufficient space, improper approach roads etc., and effecting major construction work and in conjunction with numerous other operations at site. The contractor and his personnel shall cooperate with other personnel / contractor, coordinating his work with others and proceed in a manner that shall not delay or hinder the progress of work as a whole.
- 37.4 The contractor's supervisory staff shall execute the work in the most substantial and workman like manner in the stipulated time. Accuracy of work and aesthetic finish are essential part of this contract. The contractor shall be responsible to ensure that assembly and workmanship conform to the dimensions and tolerances given in the drawings /documents / instructions given by SBPP CO OP BANK LTD. Engineer from time to time.
- 37.5 It is the responsibility of the contractor to engage his workmen in shifts or on overtime basis for achieving the targets set by SBPP CO OP BANK LTD. The contractor's finally accepted rates shall include all these contingencies.
- 37.6 During the course of construction, if the progress is found unsatisfactory, or in the opinion of SBPP CO OP BANK LTD.., if it is found that the skilled workmen like welder, fitters, technicians etc. deployed are not sufficient, SBPP CO OP BANK LTD. after giving reasonable opportunity to the contractor, will induct on the work the required workmen in addition to contractor's workmen to improve the progress and recover from the contractor's bills.
- 37.7 If the contractor or his workmen or employees shall break, deface, injure or destroy any part of a building, road curb, fence, enclosure, water pipes, cables, drains, electric or telephone posts or wire, trees or any other property or to any part of erected components etc., the contractor shall make the same good at his own expense or in default, SBPP CO OP BANK LTD. May cause the same to be made good by other workmen or by other means and deduct the expenses (of which SBPP CO OP BANK LTD.'s decision will be final) from any money due to the contractor.
- 37.8 The month wise manpower deployment plan to be submitted as per format (at Annexure-C Part B) is only to assess the capability as well as understanding of the contractor to execute the work. It shall be the contractor's responsibility to deploy the

required manpower, for timely and successful completion of the job, to any extent over and above those indicated in the above deployment plan (including those which are not covered in the plan submitted) without any compensation on this account.

37.9 The Contractor shall ensure deposit of provident funds and get necessary ESI of their deployed workmen, employees at site and produce documents to SBPP CO OP BANK LTD.in respect of these as desired by SBPP CO OP BANK LTD. from time to time.

38.0 TOOLS AND PLANTS / IMTES

38.1 All T&Ps and IMTEs which are required for successful and timely execution of the work covered within the scope of this tender, shall be arranged and provided by the contractor at his own cost in working condition. Indicative lists of T&Ps and IMTEs to be arranged by the contractor are given as per Annexure in Special Conditions of Contract. In the event of the failure of contractor to bring necessary and sufficient T&Ps/ and IMTEs, SBPP CO O BANK LTD. Will be at liberty to arrange the same at the risk and cost of contractor including transportation cost of same from any of SBPP CO OP BANK LTD. site/place and hire charges as applicable shall be deducted from contractor's bill. Decision of SBPP CO OP BANK LTD. In this regard shall be final and binding on contractor.

38.2 All distribution boards, connecting cables / welding cables, wire ropes, hoses etc. including temporary air/water / electrical connections etc. shall have to be arranged by the contractor at his own cost.

38.3The contractor shall arrange at his own cost operators, fuel, and other consumables etc. for the operation. All lubricants such as mobile oil, gear oil, break oil, hydraulic oil, torque converter oil & grease shall be provided by contractor free of cost.

38.4 The contractor shall engage trained and experienced operators for the operation of T&Ps. SBPP CO OP BANK LTD. Engineer will check their skill and performance before they are allowed to operate the same. However, checking of skills by SBPP CO OP BANK LTD. Does not absolve the contractor of his responsibilities for proper & safe handling of equipment, consistent good performance of operators & regular performance evaluation of operators.

38.5 The day to day and routine maintenance of T&Ps should be carried out by contractor as per manufacturer's schedule at his cost. These shall be maintained in good working condition during the entire period of use. T&Ps in defective / damaged condition shall be rectified promptly to the full satisfaction of SBPP CO OP BANK LTD. engineer. Contractor shall maintain records for maintenance of major T&Ps which shall be made available for Inspection whenever required. In case of any lapses on the part of the contractor SBPP CO OP BANK LTD. At its own discretion get the

- 38.6 Increasing / shortening of the crane boom to suit work requirements shall have to be arranged by the indenting contractor at his cost. All necessary manpower, tools, support, consumables, illumination etc. will have to be arranged by contractor at his cost.
- 38.7 Consolidation of ground and arrangement of sleepers / sand bag filling etc. for safe operation / movement of equipment including cranes / trailers etc. shall be the responsibility of the contractor at his cost.
- 38.8 Contractor shall ensure deployment of serviced and healthy T&Ps including cranes, lifting tackles, wire ropes, Manila ropes, winches and slings etc. History card and maintenance records for major T&Ps will be maintained by the contractor and will be made available to SBPP CO OP BANK LTD. Engineer for inspection as and when required. Identification for such T&Ps will be done as per SBPP CO OP BANK LTD. Engineer's advice.
- 38.9 Contractor shall ensure deployment of reliable and calibrated IMTEs (Inspection measuring and Test equipment). The IMTEs shall have test/ calibration certificates from authorized / Govt. approved / accredited agencies traceable to National / International standards. Each IMTE shall have a label indicating calibration status i.e. date of calibration, calibration agency and due date for calibration. A list of such instruments deployed by contractor at site with its calibration status is to be submitted to SBPP CO OP BANK LTD. Engineer for control.
- 38.10 Retesting / re-calibration shall also be arranged at regular intervals during the period of use as advised by SBPP CO OP BANK LTD. Engineer with in the contract price. The contractor will also have alternate arrangements for such IMTE so that work does not suffer when the particular instrument is sent for calibration. Also if any IMTEs not found fit for use, SBPP CO OP BANK LTD. Shall have the right to stop the use of such item and instruct the contractor to deploy proper item and recall i.e. repeat the readings taken by that instrument, failing which SBPP CO OP BANK LTD.may deploy IMTEs and retake the readings at contractor's cost.
- 39.1 SBPP CO OP BANK LTD. Shall have lien on all T&P, IMTEs & other equipment of the Contractor brought to the site for the purpose of erection, testing and commissioning. SBPP CO OP BANK LTD. Shall continue to hold the lien on all such items throughout the period of contract. The Contractor and/or his Sub-contractors shall remove no material brought to the Site from the Site without the prior written approval of the Engineer.
- 39.2 The month wise T&P deployment plan to be submitted as per format (at Annexure-D to general conditions of contract) is only to assess the capability as well as understanding of the contractor to execute the work. It shall be the contractor's responsibility to deploy the required T&Ps, for timely and successful completion of the job, to any extent over and above those indicated in the above deployment plan (including those which are not covered in the plan submitted) without any compensation on this account.

- 39.1 All materials to be provided by the Contractor shall be of the best kind in conformity with the specifications laid down in the contract or as per relevant Indian standard and the Contractor shall, if requested by the Engineer, furnish proof to the satisfaction of Engineer that the materials so comply.
- 39.2 The Contractor shall, at his own expense and without delay, supply to the Engineer samples of materials proposed to be used in the works. The Engineer shall within seven days of supply of samples or within such further period as he may require will intimate to the Contractor in writing, whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Engineer for his approval fresh samples complying with the specifications laid down in the Contract. Any delay in approval of samples (original or fresh ones) shall not make the contractor eligible for any compensation.
- 39.3 The SBPP CO OP BANK LTD. Engineer shall have full powers for removal of any or all of the materials brought to site by the Contractor which are not in accordance with the Contract specifications or do not conform in character or quality to samples approved by him. In case of default on the part of the Contractor in removing rejected materials, the Engineer shall be at liberty to have them removed by other means. The SBPP CO OP BANK LTD. Engineer shall have full powers to procure other proper material to be substituted for rejected materials and in the event of the Contractor refusing to comply; he may cause the same to be supplied by other means. All costs, which may attend upon such removal and / or substitution, shall be borne by the Contractor.
- 39.4 The Contractor shall indemnify SBPP CO OP BANK LTD.., its representatives or employees against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties or other charges which may be payable in respect of any article or material or part thereof included in the Contract. In the event of any claim being made or action being brought against SBPP CO OP BANK LTD. or any agent, servant or employee of SBPP CO OP BANK LTD.in respect of any such matters as aforesaid, the Contractor shall immediately be notified thereof, provided that such indemnity shall not apply when such infringement has taken place in complying with the specific directions issued by SBPP CO OP BANK LTD. But the Contractor shall pay any royalties or other charges payable in respect of any such use, the amount so paid being reimbursed to the Contractor only if the use was the result of any drawings and / or specifications issued after submission of the tender.
- 39.5 The Engineer shall be entitled to have tests carried out as specified in the Contract for any materials supplied by the Contractor other than those for which, as stated above, satisfactory proof has already been furnished, at the cost of the Contractor and the Contractor shall provide at his expense all facilities which the Engineer may require for the purpose. If no tests are specified in the Contract, and the Engineer requires such tests, the Contractor shall provide all facilities required for the purpose and the charges for these tests shall be borne by the Contractor only. The cost of materials consumed in tests shall be borne by the Contractor in all cases except when otherwise provided.
- 39.6 In addition the Contractor shall perform / submit at his own cost such tests / samples as may be required by the Engineer out of the materials used by the company except for the costs of materials used in such tests / samples.
- 39.10 After acceptance of the Contract, if Contractor desires SBPP CO OP BANK LTD.to supply any other materials, such material may be supplied by SBPP CO OP BANK LTD if available, at rates to be fixed by the Engineer along with prevailing departmental charges (current rate of 30%). SBPP CO OP BANK LTD. reserves the right not to issue

any material. The non-issue of such material will not entitle the Contractor for any compensation whatsoever either in time or in cost.

- 39.11 Material required for the works, whether brought by the Contractor or supplied by SBPP CO OP BANK LTD., shall be stored by the Contractor only at places approved by the Engineer. Storage, theft insurance and safe custody of material shall be the responsibility of the contractor for all materials whether supplied by SBPP CO OP BANK LTD. or brought by contractor for works.
- 31.12 SBPP CO OP BANK LTD 's officials concerned with the Contract shall be entitled at any time to inspect and examine any materials intended to be used in or on the works, either on the Site or at factory or workshop or other place(s) where such materials are assembled, fabricated, manufactured or at any place (s) where these are lying or from which these are being obtained and the Contractor shall give such facilities as may be required for such inspection and examination.
- 39.13 All materials brought to the Site shall become and remain the properties of SBPP CO OP BANK LTD. And shall not be removed off the Site without the prior written approval of the Engineer. But whenever the Works are finally completed and advance, if any, in respect of any such material is fully recovered, the Contractor shall, at his own expense, forthwith remove from the Site all surplus material originally supplied by him and upon such removal; the same shall re-vest in and become the property of the Contractor.
- 39.14 It shall be the responsibility of the contractor to obtain prior approval of SBPP CO OP BANK LTD., regarding suppliers, type of electrodes etc. before procurement of welding electrodes / TIG wires. On receipt of electrodes at site these shall be subjected to inspection and approval by SBPP CO OP BANK LTD. The contractor shall inform SBPP CO OP BANK LTD. details regarding type of electrodes, batch No., date of expiry etc. and produce test certificate for each lot / batch with correlation of batch / lot number with respective test certificate. Without valid test certificate, the use of welding electrodes is prohibited.
- 39.15 All charges on account of Octroy, terminal or sales tax and other duties on materials obtained for the works from any source shall be borne by the contractor.

40.0 HANDLING OF CEMENT, REINFORCEMENT AND STRUCTURAL STEEL

- 40.1 Materials will be accounted only for permanent works and not for making templates, other temporary works, enabling works etc. and the same shall not be taken into account for purpose of material reconciliation for billable items. The coefficients for theoretical consumption of material shall be as per CPWD specifications.
- 40.3 The contractor shall bear all other costs including the lifting, carting from issue points to works site/contractor's stores, custody and handling etc. and return of surplus/ serviceable materials to Owner's stores to be designated by the Engineer –in-charge and all expenditure will be made by the contractor.
- 40.4 All steel shall be accounted in available lengths / shapes and no claims for extra payment on account of receipt of non-standard lengths/shapes will be entertained. For the purpose of billing and accounting only linear measurement will be taken and weight will be calculated as per the IS co-efficient. The difference in unit weight as per IS and actual as issued, if any shall be to the contractor's account and contractor shall quote the rates for corresponding item to take care of such difference.

- 40.5 The theoretical weight of each bag of cement will be considered as 50 kg per Bag. No claim whatsoever shall be entertained on this. The weight of each consignment at suitable capacity of weighbridge, nearest to the plant shall be ensured in the presence of SBPP CO OP BANK LTD. representative, if required, and ascertained by SBPP CO OP BANK LTD. Empty cement bags shall be the property of Contractor
- 40.6 The Contractor shall maintain good stores for storing the cement and reinforcement steel and other bought out items. The flooring of the storage house, the clearance of cement bags from the side walls, etc., shall be as per the instructions of the Engineer-incharge.
- 40.7 The **cement stores** shall be open for supervision and verification by the Engineer-in-charge or his authorized representative by any time when the Engineer-in-charge feels the need to do so.
- 40.8 In the case of steel materials if weight of consignment is not available it will be considered as received based upon linear measurement basis and the corresponding weight in such cases will be calculated as per Indian Standard. For the purpose of billing & accounting, only linear measurement will be taken and any difference in weight based on linear measurement & actual weight shall be to contractor's account. Quoted price shall be deemed to include the above & the permissible wastage mentioned. No claim whatsoever shall be entertained on account of wastage & difference in weight as referred to above.
- 40.9 Issue of stores material is subject to availability and the contractor shall not be entitled to any claim or compensation for non-supply or delay in supply under any circumstances. The material will be issued generally during the working hours. The Contractor shall bear all incidental costs including site lifting, carting from issue points to site / contractor's store, custody and handling etc. no separate payment for such expenditure shall be made.
- 40.10 The Contractor will have to submit their design mix duly certified by technical Agencies like IIT etc. Or equivalent accredited laboratory for different grades of Concrete keeping in view the requirements stipulated in IS: 456, specifically regarding slump and Water Cement ratio and Specific Gravity of Materials brought to site as analyzed in the laboratories. The design shall be used upon absolute volume method and theoretical consumption of Cement shall be worked out on this basis. For other than above designated mix Concrete items, the coefficients for consumption of cement shall be adopted as per CPWD practice. The theoretical consumption of cement thus worked out shall be binding upon the Contractor for reconciliation of Cement issued by the Owner. For any excess /under consumption based on these coefficients, the Contractor shall be penalized as per contract provisions. Though, permissible wastage specified shall be considered, while effecting penal recovery, no other allowance whatsoever shall be taken for reconciliation purposes
- 40.11 The theoretical consumption of cement, reinforcement steel and structural steel required for the work will be calculated on the basis of approved drawings / joint measurements. In the case of Cement, the theoretical consumption shall be decided by the Engineer as mentioned above and his decision in this regard shall be final and binding on the Contractor. Reinforcement and structural steel shall be measured by weight in tones. The weight will be arrived at by multiplying the used length by the sectional weight. The sectional weight will be same as were applied at the time of issue. Standard hooks, cranks, bends and authorized laps, chairs, separator pieces etc. specified in drawing or instructed by engineer as required shall be measured and paid for. No payment shall be made for binding wires, spacer block etc. required for keeping the steel in position unless

otherwise specified in the contract. No extra payment will be made for modification of already embedded reinforcement, if required due to faulty fabrication or placement.

- 40.12 The contractor shall submit proper account of material / material reconciliation statement for the material drawn by him from stores with each RA bill. Failing compliance of this requirement further issue of steel to the contractor may be suspended and no claim of compensation for delay in execution on this account shall be entertained.
- 40.13 All the steel thus issued shall be properly accounted for as per the following permissible wastage over the theoretical quantity / consumption incorporated in the work.

ITEM	AREA	PERMISSIBLE WASTAGE
(A) Cement	For all works except piling	2%
	For Piling works	7%
(B) Reinforcement St	eel For all works except pile	3%
	For Piling works	5%
(C)Structural Steel	Accountable (Visible)	4%
	Un accountable (Invisible)	1%

Invisible wastages are losses of material due to gas cutting, straightening of edges etc.

- 40.14 Any unused / serviceable quantity of cement, reinforcement steel & structural steel not returned in good condition & wastages / loss / consumption beyond specified / agreed limits shall be charged at penal rate of Rs 380 per Bag for cement, Rs 65000 per MT for reinforcement steel & Rs 70000 per MT for structural steel respectively at the time of preparing final bill, during finalization of the contract. The decision of engineer- in –charge with regard to applicability of penal rates shall be final & binding upon the contractor.
- 40.16 All excavated material shall remain the property of the SBPP CO OP BANK LTD. In case the Contractor wishes to utilize the boulders excavated by him during the excavation work at the site, the same may be issued to him at prevailing rates on the cost recovery basis as decided SBPP CO OP BANK LTD.

41.0 EXECUTION OF WORK

- 41.1 The work shall be executed in a workman like manner and to the entire satisfaction of the Engineer and as per technical specification issued with tender, IS codes, CPWD specifications as applicable. In case of conflict, the decision of the Engineer shall be final & binding.
- 41.2 The Engineer will communicate or confirm his instructions to the Contractor in respect of the execution of the work in a "Work Site Order Book" maintained at his office and the Contractor shall visit this office daily and shall confirm receipt of such instructions by signing the relevant entries in this book. Such entries will rank as order or notices in writing within the intent and meaning of these conditions.
- 41.3 Only SBPP CO OP BANK LTD. approved make of electrodes will be used. All electrodes shall be heated and dried in the electric electrode drying oven to the required temperature for the period specified by the Engineer before these are used in erection

work. All welders shall have electrodes drying portable oven at the work spot. The electrodes brought to site will have valid manufacturing test certificate. The test certificate will have co- relation with the lot no. / batch no. given on electrode packets. No electrodes will be allowed to be used in the absence of above requirement. The thermostat and thermometer of electrode drying oven will be also calibrated and test certificate from Govt. approved / accredited test house traceable to National / International standards) will be submitted to SBPP CO OP BANK LTD.before putting the oven in use. Periodical calibration for the same shall also be arranged by the contractor within the finally accepted rates.

41.4 <u>Inspection and stage approval of all bought out items</u>: Contractor at hisown cost shall make necessary arrangements for the prior approval and stage inspections of the supplied bought out items as per requirement of FQP and as directed by the Engineer-in-charge of <u>SBPP CO OP BANK LTD</u>. These inspections can either be carried out at site or at the works as per decision of engineer-in-charge of SBPP CO OP BANK LTD. without any extra claim from contractor towards such inspections.

41.4 SETTING OUT

- 42.4.1 All the works shall be set out to the true lines, grades and elevation indicated on the drawing. The contractor shall be responsible to locate and set out the works. Only one grid reference line and benchmark all be made available for setting out the works under the contract. This reference lines shall be used as datum for the works under the contract and the contractor has to establish for his work area at available points horizontal and vertical control points. The contractor shall inform SBPP CO OP BANK LTD. Well in advance of the times & places at which he wishes to do work in the area allotted to him so that suitable datum points established by him are checked by SBPP CO OP BANK LTD./ Customer to enable the contractor to proceed with the works. Any work done without being properly located may be removed and / or dismantled by SBPP CO OP BANK LTD./ Customer at Contractor's expense.
- 41.4.2 The Contractor shall at his own expense take all proper and responsible precautions to preserve and maintain these datum marks to its true position. In the event of these marks being disturbed or obliterated by accident or due to any other cause whatsoever, the same may be deemed necessary placed by SBPP CO OP BANK LTD./ Customer at contractor's expenses.

42. SITE DRAINAGE

All water including sub-soil water which may accumulate on the Site during the progress of the works or in trenches and excavations, including monsoon period shall be removed by the contractor from the Site to the satisfaction of the Engineer. It will also be responsibility of the contractor to de-water all the foundation pits, trenches with suitable de-watering methods like, pumping out, well point system etc. considering the depth of water table at plant site. All such expenditure on **de-watering** shall be deemed to be included in quoted rates.

42.1 INSPECTION AND STAGE APPROVAL OF THE WORK

42.1.1 The owner or his duly authorized representative shall have at all reasonable times access to the contractor's premises or works and shall have the power to inspect drawings or any portion of the work, examine the materials and workmanship and shall have the authority to reject any work. This would be implemented through joint inspection

by the representative of the owner and SBPP CO OP BANK LTD and in the form of joint protocols without any extra claims and loss of time and amount.

42.1.2 All work embracing more than one process shall be subject to examination and approval at each stage thereof and the Contractor shall give due notice in writing to the Engineer when each stage is ready. In default of such notice being received, the Engineer shall be entitled to approve the quality and extent thereof at any time he may choose and in the event of any dispute; the decision of the Engineer thereon shall be final and conclusive.

42.2 UNCOVERING AND MAKING GOOD

The Contractor shall uncover any part of the Works and/or make openings in or through the same as the Engineer may from time to time direct for his verification and shall reinstate and make good such part to the satisfaction of the Engineer. If any such part has been covered up or put out of view after being approved by the Engineer and is subsequently found on uncovering to be executed in accordance with the Contract, the expenses of uncovering and / or making opening in or through, reinstating and making good the same shall be borne by SBPP CO OP BANK LTD. In any other case all such expenses shall be borne by the Contractor.

42.3 DISCREPANCIES AND ADJUSTMENT OF ERRORS

- 42.3.1 The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small-scale drawings and figures dimensions in preference to scale and special conditions in preference to general conditions.
- 42.3.2 In case of discrepancies between schedules of quantities, the specification and
 - / Or the drawings, the following order of preference shall be observed.
- (a) Description in schedule of quantities.
- (b)Special conditions
- (c) Drawings
- (d)Technical Specifications
- (e)General conditions of contract

If there are varying or conflicting provisions made in any one document forming part of the contract, the Engineer shall be the deciding authority with regard to the document.

42.3.3 Any error in description, quantity in schedule of quantities or any omission there from shall not vitiate the contract or release the contractor from the execution of the whole

or any part of the works comprised therein according to the drawings and specifications or from any of his obligations under the contract.

- 42.3.4 If on check there are found to be differences between the rates given by the contractor in words and figures or in the amount worked out by him in the schedule of quantities and general summary, the same shall be adjusted in accordance with the following rules:
- (a) In the event of discrepancies between description in words and figures quoted by a Tenderer, the lesser of the two will be treated as valid rate.
- (b) In the event of an error occurring in the amount column of schedule of quantities as a result of wrong extension of the unit rate and quantity, the unit rate shall be regarded as firm and extension shall be amended on the basis of the rate.
- (c) All errors in totaling in the amount column and in carrying forward totals shall be corrected.
- (d) The totals of various sections of bill of quantities amended shall be carried over to the general summary and the tendered sum amended accordingly. The tendered sum so altered shall, for the purpose of tender, be substituted for the sum originally tendered and considered for acceptance instead of the original sum quoted by the Tenderer. Any rounding of quantities or in sections of bill of quantities or in general summary, by the Tenderer, shall be ignored.
- 42.4.5 If neither drawing nor specification contain any mention of minor details of construction which in the opinion of the Engineer whose decision shall be final and conclusive, are reasonable and obviously and fairly intended for satisfactory completion of work, such details shall be provided by the contractor without any extra cost, as if they were specially mentioned and shall be deemed to be included in his scope.

42.9 SAFETY CODE

- 42.9.1 Besides provision with regard to safety under Clause 27, Contractor shall note that Explosives shall not be used on the work by contractor except with permission in writing of the Engineer and in manner and to the extent to which he has prescribed. Where explosives are used, the same shall be stored in a special magazine to be provided by and at the cost of the contractor who shall be liable for all damages, losses and injury to any person or property and shall be responsible for complying with all statutory obligations in this respect. Further, the contractor is required to provide proper Safety Net System wherever the hazard of fall from height is present as per instructions of SBPP CO OP BANK LTD. Engineer at site. The safety net shall be duly tested and shall be of ISI mark and the nets shall be located as per site requirement to arrest or to reduce the consequences of a possible fall of persons working at different heights.
- 42.9.2 The contractor will be responsible for Health, Safety & Environment management at site for the construction activities to be carried out by them in accordance with requirements of SBPP CO OP BANK LTD.
- 42.9.3 Contractor shall arrange for following provisions of HSE

- 1. Contractor has to maintain contact with local hospital having scanning & other modern medical facilities required during emergency.
- 2. Contractor has to ensure pre employment medical check for all staff & workers.

42.10 NUISANCE

42.10.1 The Contractor shall not at any time do, cause or permit any NUISANCE on Site or do anything which shall cause unnecessary disturbance or inconvenience to owners, tenants or occupiers of other properties near the Site and to the public generally.

42.11 MATERIAL OBTAINED FROM EXCAVATION

42.11.1 Materials of any kind obtained from EXCAVATION on the Site shall remain the property of SBPP CO OP BANK LTD. And shall be disposed of as the Engineer may direct, at no extra cost.

42.12 TREASURE, TROVE, FOSSILS etc.

42.12.1 All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the site shall be the absolute property of SBPP CO OP BANK LTD. and the Contractor shall take reasonable precautions to prevent his workmen or any other person from removing or damaging any such article or thing, shall immediately upon discovery thereof and before removal acquaint the Engineer with such discovery and carryout the Engineer's directions as to the disposal of the same.

42.13 PROTECTION OF WORKS

- 42.13.1 Trees designated by the Engineer shall be protected from damage during the course of the Works and earth level. Where necessary, such trees shall be protected properly.
- 42.13.2 The contractor shall provide and maintain at his own expense all lights, guards, fencing and watching when and where necessary or required by the Engineer for the protection of the Works or for the safety and convenience of those employed on the Works or the public.
- 42.13.3 The contractor shall have total responsibility for protecting his works till it is finally taken over by the Engineer. No claim will be entertained by the Engineer for any damage or loss to the contractor's works and the contractor shall be responsible for the complete restoration of the damaged works to its original condition to comply with the specifications and drawings. Should any such damage to the contractor's works occur because of other party not under his supervision or control, the contractor shall make his claim directly with the party concerned. The contractor shall not cause any delay in the repair of such damaged works because of any delay in the resolution of such disputes. The contractor shall proceed to repair the work immediately and no cause thereof will be assigned pending resolution of such disputes.

42.13.4 Contractor shall be fully responsible for the security of his workmen/ employees/ associates/all kinds of materials deployed by the contractor / tools and plants. Contractor shall also be responsible for the security of all the executed works, under execution works and completed works till the period it is fully taken over by SBPP CO OP BANK LTD

42.14 RECORD FOR MATERIALS CONSUMED

42.14.1 The contractor shall maintain and furnish to the Engineer the RECORD OF MATERIALS consumed in the works for each activity. The statement showing the theoretical and actual consumption of specified materials, such as structural /reinforcement steel, cement, bitumen, lead, paint etc., shall be enclosed along with the Running Bills submitted by the contractor. Contractor has to also furnish the test results of the materials used in the work as per IS specifications.

42.15 PROTECTION OF EMBEDMENTS, BOLTS ETC.

42.15.1 The contractor shall ensure proper protection to the satisfaction of the Engineer, of all bolts, inserts, embedment's etc. from weather etc/ by greasing, rapping them with gunny bags or canvas or by any other means as directed by Engineer. Cost of such protections shall be deemed to be included in the rates quoted for the item.

42.16 CLEARANCE OF SITE AND REPAIRS.

42.16.1 Contractor has to clear the site / area where mechanical and electrical erection work is to be commenced / or in progress. The contractor shall remove construction materials and equipment lying in the vicinity and causing obstruction in the erection work within 24 hours notice. In case, he fails to clear the site, this will be done at his risk & cost by SBPP CO OP BANK LTD.

42.17 QUALITY ASSURANCE

42.17.1 The contractor has to establish / arrange at site the field testing facilities for testing of civil construction materials and concrete cubes for ensuring the proper quality, grade and strength of the materials used in the construction in line with approved field quality check list of SBPP CO OP BANK LTD. Contractor has to submit detailed report for testing of all material used etc. All testing shall be done as per IS code specifications/ SBPP CO OP BANK LTD.'s quality plan. If further test is required by the engineer to be carried from outside laboratory, the cost of the same shall be borne by the contractor.

42.18 COMPLETION OF WORK

42.18.1 The works shall be completed to the entire satisfaction of the Engineer and in accordance with the completion schedule as specified in the Contract, and all unused stores and materials, tools, plant, equipment, temporary buildings, site office, labour hutments and other things shall be removed and the site and work cleared of rubbish and all waste materials and delivered up clean and tidy to the satisfaction of the Engineer at the Contractor's expenses.

42.18.2 SBPP CO OP BANK LTD. Shall have power to take over from the Contractor from time to time such sections of the work as have been completed to the satisfaction of

the Engineer. Such work however shall not be treated as have been completed until the extra works are executed to the satisfaction of Engineer. The Guarantee period shall commence only after handing over of the entire works.

42.18.3 The Engineer shall certify to the contractor the date on which the work is completed and the date thereof.

42.19 RECORDS AND MEASUREMENTS

- 42.19.1 All items having a financial value shall be entered in SBPP CO OP BANK LTD. measurement Book so that a complete record is obtained of all works performed under the Contract.
- 42.19.2 Lump sum omissions will be entered for deduction. Measurement shall be restricted to that required to ascertain the financial liability of SBPP CO OP BANK LTD. under the contract.
- 42.19.3 Work, which fails to be measured in details, shall be measured physically without reference to any local custom that may obtain excepting where it may otherwise be directed in the tender documents. The measurements shall be taken jointly by any person duly authorized on the part of SBPP CO OP BANK LTD. And by the Contractor.
- 42.19.4 The Engineer shall give reasonable notice in writing to the Contractor of appointment for measurement.
- 42.19.5 The Contractor shall, without extra charge, provide assistance with appliances and other things necessary for measurement and shall bear all the cost of measurement of his work.
- 42.19.6 Measurement shall be entered in SBPP CO OP BANK LTD. Measurement Book and signed and dated by both parties each day at the site on

completion of measurement. If the Contractor objects to any of the measurements recorded on the behalf of SBPP CO OP BANK LTD., a note to that effect will be made in SBPP CO OP BANK LTD. Measurement Book or against the item or items objected to and such note shall be signed and dated by both the parties engaged in taking the measurement.

- 42.19.7 If, as a result of such objection, it becomes necessary to re-measure the work wholly or in part the expense of such re-measurement shall be borne by the contractor.
- 42.19.8 If the Contractor's representative fails to attend when required, the Engineer shall have power to proceed by himself to take measurements and in that case these measurements shall be accepted by the Contractor as final.
- 42.19.9 The Contractor shall, once in every month, submit to the Engineer details of his claims for the work done by him up to and including the previous month which are not covered by this Contract Agreement in any of the following respects:
- (a) Deviation from the items and Specifications provided in the Contract documents.
- (b)Extra items/new items of work.

- (c) Quantities in excess of those provided in the Contract Schedule.
- (d)Items in respect of which rates have not been settled.

43.0 METHOD OF MEASUREMENT

43.1 Method of measurements shall be as per standard specifications included in the tender. For other items measurements shall be as per relevant IS Codes.

44.0 DEVIATION

- 44.1 The Contractor shall not make any alteration in, addition to or omission from the work as described in the tender documents except in pursuance of the written instructions of the Engineer. No such deviation from the work described in the tender documents shall be valid unless the same has been specifically confirmed and accepted by the Engineer in writing and incorporated in the Contract.
- 44.2 The Engineer may deviate, either by way of addition or deduction, from the work so described, provided that the Contract sum be not thereby varied on the whole by more than the percentage set out in the tender documents. The value of all additions and deductions shall be added to or deducted from the Contract sum. (Whenever the Engineer intends to exercise such a right his intentions shall specify the deviations which are to be made, the lumpsum assessment or the proposed basis of payment, the extra time allowed, if any, and the date for completion of the entire contract). Any objection by the contractor to any matter concerning the order shall be notified by him in writing to the Engineer within seven days from the date of such order, but under no circumstances shall the work be stopped (unless so ordered by the Engineer) owing to

differences or controversy that may arise from such an objection. In the absence of such a notification of objection by the Contractor, he will be deemed to have accepted the order and the conditions stated therein.

45.0 VALUATION OF DEVIATIONS

Rates for deviated items or new items of work shall be as follows:

- 45.1 If the rates for the additional, altered or substituted work are specified in the Contract for the work, the Contractor is bound to carry out the additional, altered or substituted work at the same rates as are specified in the Contract for the work.
- 45.2 If the rates for the additional, altered or substituted work are not specifically provided in the Contract for the work, the rates will be derived from the rates for a similar class of work as are specified in the Contract for the work.
- 45.3 If the rates for the altered, additional or substituted work cannot be determined in the manner specified in above clauses the rate for such part or parts will be determined by the Engineer on the basis of prevailing market rates when the work was done and the decision given in this behalf shall be final and binding on the Contractor. Rate analysis will be worked on CPWD manual of rate analysis as guidance.

45.4 If the rates for the altered, additional or substituted work cannot be determined in the manner specified in above clauses, then the contractor shall within 7 days of the date of receipt of order to carry out the work inform the Engineer of the rate at which it is his intention or charge for such class of work, supported by analysis of the rate or rates claimed, and the Engineer shall determine the rate or rates on the basis of prevailing market rates and pay the Contractor accordingly. However, the Engineer, by notice in writing, will be at liberty to cancel his order to carryout such class of work and arrange to carry it out in such manner, as he may consider advisable. But under no circumstance the Contractor shall suspend the work on the plea of non-settlement of rates falling under the clause or claim any compensation on that account. Elements of profit, overheads, supervision and establishment charges, depreciation and maintenance will be taken as 15% over direct cost.

46.0 COMPLIANCE TO REGULATIONS AND BYELAWS

46.1 The Contractor shall conform to the provisions of any statute relating to the work and regulations and bylaws of any local authority and of any water and lighting Companies or Undertaking with whose system the work is proposed to be connected. He shall, before making any variation from the drawings or the specifications that may be necessitated for such connections give the Engineer, notice specifying the variation proposed to be made and the reasons therefore and shall not carryout any such variation until he has received instructions from the Engineer in respect thereof. The Contractor shall be bound to give all notices required by statute, regulations or bye- laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

47.0 FACILITIES TO BE PROVIDED BY SBPP CO OP BANK LTD./ CONTRACTOR

47.1 SBPP CO OP BANK LTD. Shall provide limited open space for office and

store/ workshop at site free of rental charge as and where made available. It is the responsibility of the contractor to develop the space for construction of office sheds, to provide all utilities like electricity, drinking water etc., as a part of his scope of work within the accepted rates. Contractor shall make water arrangement from the water pipe line of local network area. Contractor shall be responsible for providing all necessary facilities like residential accommodation, transport, electricity, water, medical facilities etc. as required under various labour laws and statutory rules and regulations framed there under to the personnel employed by him.

Contractor shall make his own arrangement of power through DG sets for construction purposes in the initial stages. Sufficient DG sets have to be arranged by the contractor in case of non- availability/ interrupted power supply from SBPP CO OP BANK LTD.

The Contractor shall not affect any change in the temporary installation unless permission is obtained from SBPP CO OP BANK LTD. or their authorized representatives. Contractors are requested to take above into account while quoting. The Contractor confirms that unit rates quoted above take care of such variation during execution stage.

47.2 The land along with facilities e.g. water, sanitation and electricity etc and lease rent for labour colony shall be arranged by the contractor himself near to the site.

- 47.3 On completion / termination of the work, the Contractor shall remove all temporary structure built by him and restore the land in its original condition and the land shall be handed over to SBPP CO OP BANK LTD. The Contractor at his cost shall remove debris generated from demolition of temporary structure. If the contractor fails to give vacant possession of the land as aforesaid in the original condition SBPP CO OP BANK LTD. reserves the right to withhold payment of Contractors bill till handing over of the vacant possession of the land and contractor shall be liable to pay compensation determined by SBPP CO OP BANK LTD. for such unauthorized occupation of land. The compensation shall be recovered from the bills of contractor, without any notice.
- 47.4 Provision of distribution lines of power from the central points to the required place with proper distribution boards observing the safety rules laid down by the authorities of the state shall be done by the contractor, supplying all the materials like cables, distribution board, switch boards, TPN, CBS, ELCBS/ MCCBS / Copper / Brass clamps, copper conductor, change over switches pipes etc. at his own cost. If any failure is caused in supply of the power and water, it is the responsibility of the contractor to make alternate arrangements at his cost. The contractor shall adjust his working shift / hours accordingly and deploy additional manpower if necessary so as to achieve the targets.
- 47.5 In case of power cuts / load shedding no compensation for idle labour or extension of time for completion of work will be given to contractor.
- 47.6 Adequate lighting facilities such as flood lamps, hand lamps and area lighting shall be arranged by the contractor at the site of construction, contractor's material storage area etc. within finally accepted rates.

- 47.7 No claim for damages will be entertained by SBPP CO OP BANK LTD.on account of interruptions of water supply or limitation of quantity of water as aforesaid or on account of the water so taken being not fit for construction purposes or on any other account in connection with such water supply.
- 47.8 Construction water on chargeable basis shall be supplied by SBPP CO OP BANK LTD.at lump sum rent of Rs 2000/- per month at a single point within a distance of 500 meter from the battery limit. The construction water shall be ground water. The Contractor shall make his own arrangements to lay and maintain necessary distribution lines at his own cost. Alternatively, contractor can himself arrange for construction water by providing suitable bore well within the quoted rates at location approved by SBPP CO OP BANK LTD. And in such case SBPP CO OP BANK LTD. Shall not arrange for construction water for the contractor.
- 47.9 In the event of poor or interrupted water supply by SBPP CO OP BANK LTD.at site, the contractor then has to make his own arrangement for uninterrupted construction water supply so that work doesn't get effected. This arrangement of water supply shall be without any extra cost to SBPP CO OP BANK LTD.
- 47.9 The Contractor should make arrangements for storage of sufficient quantity of water to meet his requirement of two days in well-built water storage tanks with covered tops. The Contractor shall ensure that there is no wastage of water. The contractor shall obtain prior approval of SBPP CO OP BANK LTD. Of the distribution scheme before laying the pipelines.

47.10 The Contractor shall during the progress of the work, provide, erect and maintain at his own expenses all necessary temporary workshops, stores, consumables, offices, etc. required for the proper and efficient execution of the work. The planning, setting and erection of these buildings shall have the approval of the Engineer and the Contractor shall at all times keep them tidy and in a clean and sanitary condition to the entire satisfaction of the Engineer.

47.11 On completion of work or as and when required by SBPP CO OP BANK LTD., all the temporary buildings, structures, pipe lines, cables etc. shall be dismantled and leveled and debris shall be removed as per instruction of SBPP CO OP BANK LTD. by the contractor at his cost. In the event of his failure to do so, same will be got done by the Engineer and expenses incurred shall be recovered from the contractor along with prevailing overhead. The decision of SBPP CO OP BANK LTD. Engineer in this regard shall be final.

47.12 No residential facilities shall be provided by SBPP CO OP BANK LTD. For contractor's employees/ workmen and associated agencies.

Gate Passes:

It is the responsibility of the contractor to arrange gate pass for all his employees, T & Ps etc. Necessary coordination with security officials is the responsibility of the contractor. Contractor shall follow all the laid down procedures for obtaining these gate passes. Contractor shall arrange to receive necessary permits for working beyond normal working hours, working on holidays and during night.

48.0 PROGRESS REPORTING

- 48.1 Contractor is required to draw mutually agreed monthly program in consultation with SBPP CO OP BANK LTD.well in advance. Contractor shall ensure achievement of agreed program and shall also timely arrange additional resources considered necessary at no extra cost to SBPP CO OP BANK LTD.
- 48.2 Weekly progress review meetings will be held at site during which actual progress during the week scheduled program shall be discussed for actions to be taken for achieving targets. Contractor for discussions shall also present the program for subsequent week. The contractor shall constantly update / revise his work program to meet the overall requirement. All quality problems shall be discussed during above review meetings. Necessary preventive and corrective action shall be discussed and decided upon in such review meetings and shall be implemented by the contractor in time bound manner so as to eliminate the cause of non-conformities.
- 48.3 The contractor shall submit weekly and monthly progress reports, materials reports, consumables report and other reports as per proforma considered necessary by the Engineer.
- 48.4 The progress report shall indicate the progress achieved against planned, with reasons indicating delays, if any, and shall give the remedial actions which the contractor intends to take to make good the slippage or lost time, so that further works again proceed as per the original program and the slippages do not accumulate and effect the overall program.

- 48.5 The daily manpower reports shall clearly indicate the manpower deployed, categorywise specifying also the activities in which they are engaged.
- 48.6 Contractor shall submit periodical reports in respect of the following aspects of operation:
 - Consumption of construction power.
 - Daily Manpower report
 - Progress report- daily, weekly and monthly
 - Field Quality checks carried out.-report
 - Field calibration reports
 - HSE reports
 - Accident/ unfortunate mishap report

49.0 DRAWINGS AND DOCUMENTS

- 49.1 The detailed drawings, specifications available with SBPP CO OP BANK LTD. engineers will form part of this tender specification. These documents will be made available to the contractor during execution of work at site. The contractor will also ensure availability of all drawings / documents at work place.
- 49.2 Necessary drawings / documents by SBPP CO OP BANK LTD.to carry out the construction work will be furnished to the contractor by SBPP CO OP BANK LTD.(except those proposed to be prepared by contractor, as mentioned in this

contract, if any) on loan which shall be returned to SBPP CO OP BANK LTD. Engineer at site after completion of work. Contractor shall ensure safe storage and quick retrieval of these documents.

- 49.3 The contractor shall maintain a record of all drawings and documents available with him in a register as per format given by SBPP CO OP BANK LTD. Engineer. Contractor shall ensure use of pertinent drawings / data / documents and removal of obsolete ones from work place and return to SBPP CO OP BANK LTD..
- 49.4 The data furnished in various annexure enclosed with this tender specification are only approximate and for guidance. However, the change in the design and in the quantity may occur as is usual in any such large scale of work.
- 49.5 Should any error or ambiguity be discovered in the specification or information the contractor shall forthwith bring the same to the notice of SBPP CO OP BANK LTD. before commencement of work. SBPP CO OP BANK LTD.'s interpretation in such cases shall be final and binding on the contractor.
- 49.6 Deviation from design dimensions should not exceed permissible limit. The contractor shall not correct or alter any dimension / details, without specific approval of SBPP CO OP BANK LTD

50.0 DELAY AND EXTENSION OF TIME

- 50.1 The Contractor shall not be allowed any time extension of completion except in the following cases:
- (a) Force majeure conditions
- (b) Major changes or substantial addition to work ordered by the SBPP CO OP BANK LTD. adversely affecting the completion time.
- (c) Any other circumstance of any kind whatsoever which may occur making the contractor entitled to an extension of time which, however, shall be in the absolute discretion of SBPP CO OP BANK LTD. By reason of any other cause, which in the absolute discretion of the Engineer is beyond the Contractor's control, then in any such case, the Engineer (or higher authority) may make fair and reasonable extension in the completion dates of the individual items of work or the Contract as a whole. Such extension, which will be communicated to the Contractor by the Engineer in writing, shall be final and binding on the Contractor. No other claim in this respect for compensation or otherwise howsoever is admissible. Upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer but shall nevertheless use constantly his best endeavor to prevent or make good the delay and shall do all that may reasonably be required to the satisfaction of the Engineer to proceed with the work.

The Contractor, upon happening of any such event shall immediately present the case. The request for extension of time shall be submitted by the Contractor in writing and based on the merit the case shall be considered.

The contractor shall not be eligible for any time extension on account of delay in procurement of materials.

FINANCIAL VIABILITY

- Owner's capital in the business Partnership, please mention percentage (in case of shares and amounts).
- 2. Quantum of business done during last three financial years.
 - i) Rs.
 - ii) Rs.
- 3. Value of fixed Assets of the business in last three years
 - i) Rs.
 - ii) Rs.
 - iii) Rs.
- 4. Name, address and email ID of the Bank and Account No:
- 5. Guarantee limits (if any) enjoyed by the firm.
- 6. Over draft limits (if any) enjoyed by the firm.
- 7. Please enclose audited profit loss and account and balance sheet for last 3 years (indicate no of sheets).
- 8. Certificate from Scheduled Bank to prove Contractor's financial capacity to undertake the work duly indicating the financial limits of the tenderer

(Signature of tenderer)

With Stamp

NOTE:

All the above documents should be duly certified by auditors/ Chartered Accountant/ Bank as may be applicable.

NON DISCLOSER AGREEMENT

Memorandum of Understanding

SBPP CO OP BANK LTD. Ltd. is committed to information security management							
system as per information security policy.							
M/s	, pro	viding					
To maintain confidentiality of documents & information used during the execution of the contract.							
The documents & information	shall not be reveale	d to or shared with third p	arty in a				
manner which is detrimental to	manner which is detrimental to the business interest of SBPP CO OP BANK LTD						
()	()				
SBPP CO OP BANK LTD		M/s					

ANNEXURE - C

ANALYSIS OF SIMILAR JOBS EXECUTED / IN PROGRESS

S. No.	Agency by	Location	Particulars	Scope of	Date of	Contract
	whom	of Project	of work	work &	Award	value
	awarded		awarded	tonnage		
1	2	3	4	5	6	7

%age	Date of	No. of	No. of	Details of major T&P		Consuma
work	completion	skilled /	Engrs. &	like cranes, Tractor		bles by
completed	if job is	unskilled	supervisors	Trailers, v	vinches,	whom
and due	already	workers	deployed	welding M/cs		
date for	over	deployed	at peak	excavators, dumpers		
completion		at peak		batching plants etc.		
				Supplied		
			,	Ву	By other	
				contractor	agency	
8	9	10	11	12	13	14

(SIGNATURE OF TENDERER)

WITH STAMP

DECLARATION SHEET

I,		here	eby	certify	that,	all	the
information and data furnished by me with			nis	Tender	Spec	cifica	tion
No	true a	and co	omp	lete to t	he be	st of	my
knowledge. I have gone through the specification	n, cond	itions	and	d stipula	itions	in de	etail
and agree to comply with the requirements and i	ntent of	speci	ifica	ition.			
I, further certify that I am the duly authorized r	epresen	tative	of	the und	ler me	entio	ned
tenderer and a valid power of attorney to this effe	ect is als	so end	clos	ed.			
Tenderer's Name & Address							
Authorized representative's signature with name	and add	dress.					

CHECKLIST AND SCHEDULE OF GENERAL PARTICULARS

NOTE: Tenderers are requested to fill in the following details and no column should be left blank

	ion blank	
1	Name and address of the tenderer	
2	Telegraphic/ telex address	
3	Phone No. (Office) / Fax No.	
4	Name & designation of the official of the tender whom all the references shall be made.	rer to
5	Tenderer's proposal No. & date	
6	Whether EMD submitted (By cash/ by bank draft)	
7	Validity of offer/ rates quoted for six Yes/N	0
	months from the date of opening of	
	tender	
8	Financial Status as per Clause 11.1 (in Yes/N	0
	the format as per Annexure-A)	
9	Income tax Clearance certificate as per Yes/N	0
	Clause 11.2, Details of PAN, VAT/ Sales	
	tax registrations	
10	Details of experience as per clause 11.3 Yes/N	0
	(in the format as per Annexure-C)	
11	Attested copy of power of attorney as Yes/N	0

per clause 11.4

clause 11.5	Yes/No
13 Declaration sheet as per clause 11.6 (in the format as per Annexure-D)	Yes/No
14 Details of PF no. (as per Cl 11.9)	Yes/No
15. Non-Disclosure agreement as per Annex-J	Yes/No
16. Month wise manpower deployment plan as per Annex-H	Yes/No
17. Status of T &Ps and month wise T & P deployment plan as per Annex-I	Yes/No
18. SBPP CO OP BANK LTD. may decide to process the price bids through Reverse Auction (RA). Vendor to give their confirmation for participation.	Yes/No
19 Goods and Service tax have been quoted	Yes/No
separately in the price bid at its relevant	
item	
Date (SIGNATURE OF T	ENDERER)
WITH STAMP	
WITNESS	
(SIGNATURES WITH FULL PARTICUL	ARS)

CONTRACT AGREEMENT

as follows:

(To be issued on non-judicial stamp paper of appropriate value)

Agreement No and Date		
Name of the Work		
Name of the Contractor with		
full address		
idii dddioso		
Value of work awarded		
Letter of Intent No and Date		
Scheduled Commencement Date		
Scheduled Completion Date		
	DAY OF2018 between SBP he Banking Regulation Act, 1949, having its	P CO OP
Registered Office in Pardi.		
ANI	D	
M/S		
	_ (hereinafter called the `Contractor') of the	
SECOND PART.		
Whereas M/S	State th	at they
have acquired and possess experien	ice in the field of they have acquired and բ	ossess
extensive experience in the field of		and
whereas in response to invitation to	Tender No Issued by SB	SPP CO OF
BANK LTD for execution of	to the contractor and the	
contractor Submitted their offer No	Dated	and
Whereas SBPP CO OP BANK LTD. I	Has accepted the offer of the Contractor of	on
Terms and conditions specified in the	e Letter of Intent No dated	
read with the references cited therein	١.	
THIS AGREEMENT WITNESSES AN	ND it is hereby agreed by and between the	e narties

1. That the contractor sha	ll execute the work of _		_and more			
Particularly described in To	ender Specification No _	including	Drawings			
and Specifications (here in after called the said works) in accordance with and subject to						
terms and conditions con	ntained in these prese	nts, instructions to Tendere	rs, General			
Conditions of Contract, Sp	pecial Conditions, Anne	exures, Letter of Intent dat	ted			
and such other instruction	ns, Drawings, Specifica	tions given to him from time	to time by			
BPP CO OP BANK LTD						
2. The Contractor is requi	red to furnish to SBPP	CO OP BANK LTD Securit	ty			
deposit in the form of cas	h/ approved securities/	Bank Guarantee valid upto)			
for a sum of Rs.	towards	satisfactory performance	and			
completion of the Contra	ct					
3. The Contractor has furn	ished a Bank Guarante	e bearing no				
dated for a sum of	of Rs	Executed by	in favour			
of SBPP CO OP BANK LT	D. towards Security De	posit valid up to	_			
	OR					
The Contractor has furnis	hed to SBPP CO OP B	ANK LTD. an initial Security				
Deposit of Rs	in the forn	n of cash / approved Securit	ies/ B.G			
No Dated	d for Rs_	execu	ted			
by in favo and		NK LTD. valid up to y of the balance security de _l	posit by			
SBPP CO OP BANK LTD.	@ 10% of the value of	work done from each runni	ng			
bill till the entire Security I	Deposit is recovered.					
	OR					
The contractor has furnish	ed to SBPP CO OP BA	NK LTD. an initial Security				
Deposit of Rs	(Rs	_Vide bank draft No	dated			
and by adjustin	g EMD of Rs	submitted vide Bank	draft No			
dt) and has agree	d for recovery of balance Se	ecurity			
Deposit by SBPP CO OP	BANK LTD @ 10% of t	the value of work done from				
each running bill till the er	ntire security deposit is	recovered.				

4. The Contractor hereby agrees to extend the validity of the Bank Guarantee for such further period or periods as may be required by SBPP CO OP BANK LTD. and if the

Contractor fails to obtain such extension(s) from	the Bank, the Contractor, shall pay
forthwith or accept recovery of Rs	from the bills in one installment and
the contractor further agrees that failure to exter	nd the validity of the Bank Guarantee
or failure to pay the aforesaid amount in the mar	nner specified above shall constitute
breach of contract. In addition to above, SBPP (CO OP BANK LTD shall be entitled to
take such action as deemed fit and proper for re	covering the said sum of Rs.

OR

In case the contractor furnishes the bank guarantee at a later date the contractor hereby agrees to extend the validity of bank guarantee for such further period or periods as may be required by SBPP CO OP BANK LTD. and if the contractor fails to obtain such extension(s) from the bank, the contractor shall pay forthwith or accept recovery of the amount of bank guarantee given in lieu of security deposit from the bills in one installment and the contractor further agrees that failure to extend the validity of bank guarantee or failure to pay the aforesaid amount in the manner specified above shall constitute breach of contract. In addition to above, SBPP CO OP BANK LTD. shall be entitled to take such action as deemed fit and proper for recovering the said sum.

- 5. That in consideration of the payments to be made to the Contractor by SBPP CO OP BANK LTD. in accordance with this Agreement the Contractor hereby covenants and undertakes with SBPP CO OP BANK LTD. that they shall execute, construct, complete the works in conformity, in all respects, with the terms and conditions specified in this Agreement and the documents governing the same.
- 6. That the Contractor shall be deemed to have carefully examined this Agreement and the documents governing the same and also to have satisfied himself as to the nature and character of the Works to be executed by him.
- 7. That the Contractor shall carry out and complete the execution of the said works to the entire satisfaction of the Engineer or such other officer authorized by SBPP CO OP BANK LTD., within the agreed time schedule, the time of completion being the essence of the Contract.
- 8. That SBPP CO OP BANK LTD. shall, after proper scrutiny of the bills submitted by the Contractor, pay to him during the progress of the said works such sum as determined by SBPP CO OP BANK LTD. in accordance with this Agreement.
- 9. That this Agreement shall be deemed to have come into force from_____ the Date on which the letter of intent has been issued to the Contractor.
- 10. That whenever under this contract or otherwise, any sum of money shall be recoverable from or payable by the Contractor, the same may be deducted in the manner as set out in the General Conditions of Contract or other conditions governing this Agreement.
- 11. That all charges on account of Octroy, Terminal and other taxes including sales tax or other duties on material obtained for execution of the said works shall be borne and paid by the Contractor.
- 12. That SBPP CO OP BANK LTD. shall be entitled to deduct from the Contractor's running bills or otherwise Income Tax under Section 194 (C) of the Income Tax Act, 1961.

- 13. That SBPP CO OP BANK LTD. shall be further entitled to recover from the running bills of the Contractor or otherwise such sum as may be determined by SBPP CO OP BANK LTD. from time to time in respect of consumables supplied by SBPP CO OP BANK LTD., hire charges for tools and plants issued (Where applicable) and any other dues owed by the Contractor.
- 14. That it is hereby agreed by and between the parties that non- exercise, forbearance or omission of any of the powers conferred on SBPP CO OP BANK LTD. and /or any of its authorities will not in any manner constitute waiver of the conditions hereto contained in these presents and the liability of the Contractor with respect to compensation payable to SBPP CO OP BANK LTD. or Contractor's obligations shall remain unaffected.
- 15. It is clearly understood by and between the parties that in the event of any conflict between the Letter of Intent and other documents governing this Agreement, the provisions in the Letter of Intent shall prevail.

16.	The following documents	
1.	Invitation to Tender No	and the documents specified
	therein.	
2.	Contractor's Offer No	dated
3.		
5.		
6.	Letter of Intent No	dated
7.		

shall also form part of and govern this Agreement.

IN WITNESS HEREOF, the parties hereto have respectively set their signatures in the presence of

WITNESS (CONTRACTOR)

(to be signed by a person holding

a valid Power of Attorney)

1.

2.

(For and on behalf of SBPP CO OP WITNESS BANK LTD.)

1.

2.

PROFORMA FOR SECURITY DEPOSIT BANK GUARANTEE

Thousand a Guarantor" (be deemed to LTD. incorporat SBPP CC) (which expressions)	and	byssion shall unlesuccessors and the Banking RaTD.,H.O, Parnless repugna	ess repug d assigns egulation di. Gujara	(Bank) hereing mant to the cong) in favour of M Act, 1949, hav at through after	after called the " text or meaning t /s SBPP CO OP ing it's registered called "The Com ing thereof by de	The hereof BANK office npany"
Contractor) no construction inter-alia pro	have Entered dt ofovides that the (R due and faith	into contract(Herei contractor sh upees	arising on after ref with the contail furnish	out of Letter o erred to as "the ompany. AND \ To the compa	contract") for the WHEREAS the co	e ontract
AND	WHEREAS	the contract	or has	annroached th	ne Guarantor a	nd in

AND WHEREAS the contractor has approached the Guarantor and in consideration of the arrangement arrived at between the Contractor and the Guarantor, the Guarantor has agreed to give the Guarantee as hereinafter mentioned in favour of the company.

The Guarantor do hereby guarantee to the company the due and faithful performance, observance or discharge of the Contract by the contractor and further unconditionally and irrevocably undertake to pay to the Company without demur and Me rely on a demand, to the extent of Rs...........(Rupees........................) against any claim by the company on them for any loss, damage, costs, charges and expenses caused to or suffered by the company by reasons of the contractor making any default in the performance, observance or discharge of the terms, conditions, stipulations or undertakings or any of them as contained in the contract.

The decision of the company whether any default has occurred or has been committed by the contractor in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them as contained in the contract and/ or as to the extent of loss, damage, costs, charges and expenses caused to or suffered by the company by reason of the contractor making any default in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them shall be conclusive and binding on the Guarantor irrespective of the fact whether the contractor admits or denies the default or questions the correctness of any demand made by the company in any Court, Tribunal or Arbitration proceedings or before any other Authority.

The company shall have the fullest liberty without affecting in any way the liability of the Guarantor under this Guarantee, from time to time to vary any of the terms and conditions of the contract or extend time of performance by the contractor or to postpone for any time and from time to time any of the powers exercisable by it against the contractor and either enforce or forebear from enforcing any of the terms and conditions governing the contract or securities available to the company and the Guarantor shall not

be released from it's liability under these presents by any exercise by the company of the liberty with reference to the matters aforesaid or by reasons of time being given to the contractor or any other forbearance act or commission on the part of the company or any indulgence by the company to the contractor or any other matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so releasing the Guarantor from it's liability under this guarantee.

The Guarantor further agrees that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the contract and it's claim satisfied or discharged and till the company certifies that the terms and conditions of the contract have been fully and properly carried out by the contractor accordingly discharges this Guarantee, subject however, that the company shall have no claim under this Guarantee after........................i.e., (the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time, as the case may be) unless a notice of the claim under this Guarantee has been served on the Guarantor before the expiry of the said period in which case the same shall be enforceable against the Guarantor not with-standing the fact that the same is enforced after the expiry of the said period.

The Guarantor undertakes not to revoke this Guarantee during the period it is in force except with the previous consent of the Company in writing and agrees that any liquidation or winding up or insolvency or dissolution or any change in the constitution of the contractor or the Guarantor shall not discharge the Guarantor's liability hereunder.

It shall not be necessary for the company to proceed against the contractor before proceeding against the Guarantor and the Guarantee herein contained shall be enforceable against them not withstanding any security which the company may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the Guarantor hereunder be outstanding or unrealized.

Not with standing anything contained herein before, our liability under the Guarantee	
is restricted to Rs(Rupees(Rupees	
). Our guarantee shall remain in force un till, i.e, (th	ne
present date of validity of Bank Guarantee unless the date of validity of this Bank	
Guarantee is further extended from time to time) unless a claim or demand under thi	S
guarantee is made against us on or beforewe shall be discharged	
from our liabilities under this Guarantee thereafter.	

Any claim or dispute arising under the terms of this document shall only be enforced or settled in the courts having jurisdictions at Vapi, Distt. Valsad (Guj.) only.

The Guarantor hereby declares that it has power to execute this guarantee and the executants have full powers to do so on behalf of the Guarantor.

IN WITNESS whereof the(B.	lan'	k)
---------------------------	------	---	---

Has here unto set and subscribed it's hand the day, month and year first, above written,

	Signed for and on behalf of
	the Bank (Signatory No,)
	WITNESSES
1.	Name and Address
2.	Name and Address
	Notes:
1.	The above BG shall be executed on the non-judicial stamp papers of adequate value

- 1. The above BG shall be executed on the non-judicial stamp papers of adequate value procured in the name of the bank in the state where the bank is located.
- 2. The above BG is required to be sent by the executing bank directly to SBPP CO OP BANK LTD. at the address where tender is submitted/ accepted under seal cover.

With Stamp

MONTHWISE MANPOWER DEPLOYMENT PLAN

S.NO.	Category No. of persons	gory No. of persons Months					
	available on rolls	(indica	te No. o	f person	s to be d	leployed	in each month)
	of the organization						
		1 st	$2^{\rm nd}$	$3^{\rm rd}$	4th	5th	6 th and so on
1.							
2.							
3.							
							(Signature of tenderer)

Annexure- I

(A) <u>STATUS OF TOOLS & PLANTS :</u>

S.No. Name of	Quantity	Registration No	Documents	Present	Quantity to
Equipment	Owned	wherever	enclosed for	Location	be deployed
		applicable	proof of		for this job
			ownership		

(B) MONTHWISE T&P DEPLOYMENT PLAN

S.NO. Description of Months

T & P (indicate No. to be deployed in each month)

1st 2nd 3rd 4th 5th 6th and so on

- 1.
- 2.
- 3.

CERTIFICATE OF DECLARATION CONFIRMING THE KNOWLEDGE OF SITE CONDITIONS

We
here by declare and confirm that we have visited the project site under
The subject namely,
acquired full knowledge and information about the site conditions, wage structure,
industrial climate and total work involved. We further confirm that the above information
is true and correct and we will not raise any claim of any nature due to lack of
knowledge of site condition.
Tenderer's Name and Address
Date:
(Signature of Tenderer)
With Stamp

LIST OF BANKS

- 1. State Bank of India.
- 2. Bank of Baroda
- 3. Canara Bank
- 4. HDFC Bank Ltd
- 5. ICICI Bank Ltd
- 6. IDBI Ltd
- 7. Punjab National Bank
- 8. Oriental bank of commerce
- 9. Indian Bank

SBPP CO OP BANK LTD. BHOLANAGAR, ATUL, VALSAD- 396195.

TENDER FOR CONSTRUCTION LOW RISE COMMERCIAL BUILDING & OTHER UTILITY BUILDINGS, SERVICES ETC INCLUDING FINISHING WORKS AT ATUL, VALSAD.

SECTION III

SPECIAL CONDITIONS OF CONTRACT

SECTION-III

SPECIAL CONDITIONS OF CONTRACTS

1. INTRODUCTION

1.1. The terms and conditions mentioned in this section are in addition to what are stated in Section – II (General Conditions of Contract) of the tender document. In case of any contradiction between the terms and conditions given in Section - II and those specified in this Section-III, the terms and conditions of this Section—3 shall prevail.

2. SITE LOCATION

2.1. SBPP CO OP BANK LTD. is setting up a Bank located at Parnera, Atul, and upcoming development Plan at Parnera, Atul. The site area is about 836.00 Sq.m.. The site location is about 500m from NH-48 and approx. 20 KM from Valsad. The nearest Airport is Daman and Bombay.

3. SCOPE OF WORK:

- 3.1. The scope of work of contractor shall broadly cover construction of the following buildings / facilities including internal electrification, water supply ,sanitary , fire fighting system, lift shaft and machine room etc. SBPP CO OP BANK LTD. shall supply the reinforcement steel as free issue item to be incorporated in the works. Other items of scope of SBPP CO OP BANK LTD. supplies include the Lifts for multistory blocks, transformers along with HT/LT panel, portable sewage treatment plant and DG set for emergency backup power for lift operation.
 - a) Building No. 1 having Ground Floor with 246.15 Sq.mt Built Up Area
 - b) Utility buildings e.g. electrical sub-station room, transformer and set room, pump house, underground tank, sewage treatment plant room, gate houses and any other public utility building within the premises.
 - c) Associated external services e.g. water supply distribution, sewerage system. Road/ CC paving, leveling and landscaping, security gate room and gates, external electrification, drainage, firefighting and other external miscellaneous works.
 - d) Other external services required for proper functioning of the township.
 - e) Any other infrastructural work and building within the area
- 3.2. The bidder's scope shall broadly include construction of all the civil, structural & finishing works related to buildings and foundations which includes earth work, plain & reinforced cement concrete, piling work, reinforcement, scaffolding, formwork, masonry work, floor finishing, skirting, plastering, painting, roof finishes, doors / windows / ventilators /rolling shutters, internal & external plumbing, water supply, water proofing, drainage & sewerage, metal cladding, fencing, roads, MS embedment etc.; as well as supply of all materials, consumables, labour, tools and plants, transportation and storage, sample testing etc.; all complete as per BOQ, specifications and drawings.
- 3.3. In addition to above the bidder's scope shall also cover submission of detailed drawings/designs details/ brochures / technical write ups / manufacturer's test certificates and field test results etc., as applicable, along with source of supplies for the bought out items pertaining to his scope of supplies and execution for the following . SBPP CO OP BANK LTD. shall provide only mother drawings/ designs however, minute detailing for following specialized items shall be arranged by the contractor himself –

- a) Bar bending schedule of reinforcement steel
- b) Shuttering details including propping, scaffolding etc.
- c) Aluminum sections and sectional details
- d) Cement, sand ,aggregates, bricks etc.
- e) Plasticizers, additives
- f) Certified Concrete mix designs from technical institutes such as IITs or equivalent accredited laboratory along with lab and field trial details.
- g) False ceiling, Cavity flooring
- h) Tiles and misc. floorings
- i) Water supply and sanitary items.
- j) Water proofing items
- k) Composite panel and structural glazing
- Anti-weeding chemical treatment of ground.
- m) Cables, wires and other electrical accessories, detailed wiring and cable schedule.
- n) Firefighting installations.
- o) Single line flow chart for water supply, sanitary, firefighting,
- p) Landscaping requirements.
- q) Any other item as per BOQ and specifications.
- 3.4. The specific technical requirements for work to be executed under this Contract shall be as per Section V. The applicability of specifications shall be limited to the scope of works only as specified in the BOQ. Mechanical item syndicated are for general information only.
- 3.5. The scope of work will also include such other related works although they may not be specifically mentioned above and all such incidental items not specified but reasonably implied and necessary for completion of the job as a whole and as desired and as directed by the engineer. The detail scope of work covered above is not a comprehensive list of items of work involved. The detail scope of work may vary considerably depending on the actual construction requirements.
- **3.6.** Unless otherwise specified, the work to be provided by the contractor for the items mentioned in the "Bill of Quantities" shall include but not be limited to the following.
 - a) Furnishing all Labour, materials, supervision, construction plans, equipment, supplies, transport, to and from the site, fuel, electricity, compressed air, water,

transit and storage insurance and all other incidental items and temporary works not shown or specified but reasonably implied or necessary for the proper completion, maintenance and handling over the works, except in accordance with the stipulations laid down in the contract documents and additional stipulations as may be provide by the engineer during the course of works.

- b) Furnishing samples of all materials required by the engineers for testing / inspection and approval for use in the works. The engineer for final incorporation in the works may retain the samples.
- c) Furnishing test reports for the products used or intended to be used, if called for the specifications or if so desired by the engineer.
- d) Giving all notices, paying all fees, taxes etc., in accordance with the general conditions of contract, that is required for all works including temporary works.
- e) Arranging manufacturer's supervision for items of work done as per manufacturer's specifications when so specified.
- f) Carrying out topographic survey of required area and establish levels and coordinates at suitable intervals from existing grid levels and coordinates furnished by the owner established bench marks, setting out the locations and levels of proposed structures, constructions and marking of reference pillars and other identification works etc., The contractor shall provide SBPP CO OP BANK LTD. such a assistance, instruments, machines, labour and materials as are normally required for examining, measuring and testing any work and the quality, weight or quantity of any material used.
- g) Providing all incidental items not shown or specified but reasonably implied or necessary for the successful completion of the work in accordance with contract.
- Make necessary storage arrangement / sheds of adequate capacity to store cement within his normal scope without any extra cost to SBPP CO OP BANK LTD.
- i) Arrange necessary T & P and IMTEs for carrying out the work. A list of such T & P and IMTEs required for such work as a minimum is given in Annexure SCC-I and SCC-II.
- 3.7. SBPP CO OP BANK LTD. is Registered Bank under Banking Regulation Act,1949. The contractor in all respects shall organize his work, systems, environment, process control documentation, tools, plant, inspection, measuring and testing equipment etc. as per instructions of Engineer.
- 3.8. The contractor shall also comply with applicable legislation and regulations with regards to Health, safety and environmental aspects for minimizing risk arising from occupational health, safety hazards, controlling pollution and wastage.
- 3.9. SBPP CO OP BANK LTD. and their Consultant may depute their representative for checking and supervision of important stages of work. The contractor shall be required to provide all facilities for inspection of works at no extra cost to SBPP CO OP BANK LTD. Any defect in quality of work or deviations from drawings / specifications pointed out during such inspection shall be made good by the contractor in the same way as if pointed out by the SBPP CO OP BANK LTD. Engineer, without any cost implication to SBPP CO OP BANK LTD.

4. TIME SCHEDULE

- 4.1. The contractor is required to commence the work within 15 days from the date of issue of letter of intent unless SBPP CO OP BANK LTD. decides to fix any other later date.
- 4.2. Entire work as detailed in tender specification shall be completed within **24 months** as per the programs / milestones decided by SBPP CO OP BANK LTD from time to time. The date of start of work shall be taken as given in Letter of Intent.
- 4.3. The start date for the indicative mile stones shall be as per the **annexure-SCC-III** and as directed by SBPP CO OP BANK LTD. from time to time. The Contractor shall ensure that the mile stones are completed in time.
- 4.4. Contractor has to mobilize adequate resources to meet his commitments to SBPP CO OP BANK LTD. as indicated from time to time. In case due to reasons not attributable to the contractor, the work gets delayed and additional manpower / resources have to be mobilized so as to expedite the work to meet various milestones, same shall be done within the quoted rates as per Rate Schedule, at no extra cost to SBPP CO OP BANK LTD. In the event the contractor fails to respond to these requirements, SBPP CO OP BANK LTD. shall take appropriate actions to meet its commitments in line with the provisions of General Conditions of Contract.
- 4.5. In case due to reasons not attributable to the contractor, the work gets delayed and scheduled completion gets extended, time extension will be granted by SBPP CO OP BANK LTD. but in no case over run compensation will be payable.
- 4.6. The work under the scope of this contract is deemed to be completed in all respects, only when all the works are carried out as per satisfaction of SBPP CO OP BANK LTD. The decision of SBPP CO OP BANK LTD. on completion date shall be final and binding on the contractor.

5. TAKING OVER OF WORKS BY SBPP CO OP BANK LTD.

- 5.1. All works shall be taken over by SBPP CO OP BANK LTD. in part or in full when it has been completed in all respects and /or can be put to use satisfactorily. The complete work under the contract shall be taken over only after completion of all punch points, pending work, rework wherever required, site clearing and reconciliation of materials.
- 5.2. The guarantee period shall start only after the complete work under the contract has been taken over by SBPP CO OP BANK LTD.

6. PRICE

- 6.1. Price quoted shall be fixed and not subject to any escalation whatsoever during the period of execution of the Contract including the extended period, if any.
- 6.2. The quoted price shall include all taxes and duties (except Goods and service tax). Service tax shall be quoted separately in the bill of quantities and price schedule under section-IV.
- 6.3. Price quoted shall be in INR (Indian national Rupee) only.

6.4. **No price variation /over run charges** on account of any increase whatsoever, (irrespective of whether escalation is steep/ unanticipated) will be payable during the entire period of execution of Contract including extended period, if any.

7. SALES TAX / WORKS CONTRACT TAX

- 7.1. Sales tax on transfer of property in goods involved in works contract is applicable as per laws in force in Gujarat state .The contractor shall register him self with the sales tax authorities of the state and submit proof of such registration to SBPP CO OP BANK LTD. along with the first RA bill. Deduction of tax at source shall be made as per the provisions of law. The TDS shall be deducted from the bills of the contractor and deposited with the Gujarat trade tax authorities. Present rate of TDS on this account is 1 % (One percent). If Gujarat Trade tax authorities allows compounding scheme then the tax at source shall be deducted accordingly.
- 7.2. Contractor shall get his organization registered with concerned sales tax authorities within 30 days of award of this contract. The delay on this account and delay in bringing the material shall be to contractor's account and no extension of time shall be allowed on this account. The sales tax registration for this contract shall be forwarded to SBPP CO OP BANK LTD. In case the contractor is already registered for sales tax with Govt. Authorities he must quote his registration no., while submitting their tender.
- 7.3. Contractor has to make his own arrangement at his cost for completing the formalities, if required, with Sales Tax Authorities, for bringing their materials, plants, and equipment at site for the execution of the work under this contract.
- 7.4. With introduction of Convert credit rules 2004 which come into force w.e.f. 10.09.2004, excise duty paid on input goods including capital goods used for providing the output service and service tax paid on input service can be taken credit of against the service tax payable on output service. As such, while offering the rates, the contractors may take into account the benefit of above provisions as the cost of input to contractors will be the cost net of excise duty and service tax and adjust their offer price accordingly to make it more competitive.

8. GOODS AND SERVICE TAX

- 8.1. Contractor's price/ rates shall be exclusive of service tax and cess on output services.
- 8.2. Contractor shall deposit the service tax with the concerned tax authorities, such amount will be paid by SBPP CO OP BANK LTD. Contractor shall submit to SBPP CO OP BANK LTD. documentary evidence of service tax registration and remittance records of such tax immediately after depositing the tax with the concerned authorities.
 - (i) Service tax payable on free issue of material by SBPP CO OP BANK LTD. Shall be reimbursed as per prevalent rule. However, prior consent of SBPP CO OP BANK LTD. shall be required for calculating value of free material issued.

9. INCOME TAX

9.1. Income Tax at the prevailing rate on gross value of work done and applicable surcharge and education cess shall be deducted from the running bills as per relevant rules unless exempted by the Income Tax Authorities.

10. **NEW TAXES/ LEVIES**

- **10.1.** In case the Government imposes any new tax/ levy on the output services/ goods work after the award of work, the same shall be reimbursed by SBPP CO OP BANK LTD. at actuals. All necessary documents as required by SBPP CO OP BANK LTD. shall have to be provided by the contractor. However, in the event of delay in work execution solely attributable to the contractor the new taxes/ levies imposed during the delay period shall not be reimbursed to the contractor.
- 10.2. In case any tax/levy/duty etc. becomes applicable after the date of bidder's offer, the bidder/ Contractor must convey it's impact on his price duly substantiated by documentary evidence in support of the same before opening of the Price Bid. Claim for any such impact after opening the price bid will not be considered by SBPP CO OP BANK LTD. for reimbursement of tax or reassessment of offer.
- 10.3. No reimbursement on account of increase/ decrease in the rate of taxes, levies, duties etc. on input goods/ services/ work shall be made. Bidder has to make his own assessment of the impact of future variation if any, in rates/ duties/ levies etc. in his price bid.

11. MODALITIES OF TAX INCIDENCE ON SBPP CO OP BANK LTD.

- 11.1. Wherever the relevant tax laws permit more than one option or methodology for discharging the liability of tax/levy/duty, SBPP CO OP BANK LTD. will have the right to adopt the appropriate one considering the amount of tax liability on SBPP CO OP BANK LTD. as well as procedural simplicity with regard to assessment of the liability. The option chosen by SBPP CO OP BANK LTD. Shall be binding on the contractor for discharging the obligation of SBPP CO OP BANK LTD.in respect of the tax liability to the contractor.
- 11.2. The contractor shall pay all (save the specific exclusions as enumerated in this contract) taxes, fees, misc. charges, deposits, duties, tools, royalties, commissions or other charges which may be levied on the input goods and services delivered in course of his operations in executing the contract. In case SBPP CO OP BANK LTD. is forced to pay any of such taxes, SBPP CO OP BANK LTD. shall have the right to recover the same from his bills or otherwise as deemed fit.

12. RATE SCHEDULE CUM BOQ

- 12.1. Contractor shall fully understand description and scope of work before quoting.

 The scope of work and responsibility of the contractor as mentioned under this specification shall be covered within the quoted / finally accepted rates.
- 12.2. The Tenderer shall quote the prices/rates for entire scope of work as per the rate schedule only, in part II price bid. Conditional price bids or price bids with any deviation / clarification etc. are liable to be rejected. No cutting / erasing / over writing shall be done.
- 12.3. Quantities mentioned in the rate schedules are approximate only and liable for variation both on positive and negative sides. The tentative contract value (CV) for entire scope of work shall be calculated as per finally quoted / accepted item rates & the quantities indicated in Rate Schedule cum BOQ.
- **12.4.** In addition to the above, the Contractor shall also submit the rates as asked for in the **Annexure: SCC-IV.**

13. EVALUATION OF THE OFFERS

- 13.1. Comparison of the prices & determination of lowest bidder shall be as per Price Schedule for the complete scope.
- 13.2. The grand total price of all the items in BOQ shall be the basis for deciding the lowest bidder. Refer section-IV i.e Bill of Quantities and price schedule

14. VARIATION IN SCOPE OF WORK / DEVIATION LIMIT

14.1. SBPP CO OP BANK LTD. reserves the right to add or delete items of scope of work depending upon the final requirement. For such addition or deletion the Contract value shall be adjusted based on the quoted unit price. Such variation is not expected to be more than ±30% of the contract value. However, the quantities in the BOQ are tentative which may vary or deviate up to any limit provided the contract value is limited to ±30%. The price quoted by the Contractor shall be valid for such variation. Variation beyond the above limit shall be settled on mutually agreed rates. This clause to be read in conjunction with Cl 44 and 45 of section-II i.e. GCC.

15. EXTRA WORK

15.1. The Contractor shall, when requested by SBPP CO OP BANK LTD., perform extra work at mutually agreed rates.

16. TERMS OF PAYMENT

- 16.1. The Contractor shall be paid monthly running bill of **90%** of the value of the work actually executed on site provided the work has been executed to the satisfaction of the Engineer.
- 16.2. The balance 10% of the bill value shall be released as follows--
 - (a) The **5.0%** of the bill value shall be payable on taking over of schedule works by SBPP CO OP BANK LTD. as per each mile stones completion mentioned in annexure-SCC-III along with the running bills. The amount to be released shall be calculated prorate based upon the agreed executed value of each milestone derived from the quoted rates and executed quantities till completion of such mile stones.
 - (b) The 2.5% of the bill value shall be released on completion of Mile Stone
 3 mentioned in annexure-SCC-III along with the final bill.
 - (c) The balance **2.5%** of bill value will be payable on completion of the guarantee period. SBPP CO OP BANK LTD reserves the right to release this amount on successful completion of all mile stones and upon submission of equivalent bank guarantee valid upto the guarantee period.
- 16.3. From the amount payable, recovery such as advances, security deposit, taxes etc. would be made.
- 16.4. Measurement of work completed shall be done by the Contractor and submitted to SBPP CO OP BANK LTD. for checking and approval. For this purpose, Contractor shall submit hard copies as well as a soft copy in the CD containing

abstract & detailed measurement sheets of the bill. The measurement sheets and the bill will be checked and approved by SBPP CO OP BANK LTD. for further processing, or returned to the Contractor for correction and resubmission. The certificate of Engineer regarding such approval and passing of sums shall be final and conclusive against the Contractor.

- 16.5. The abstract of the measurements and RA bill shall be entered in SBPP CO OP BANK LTD. Measurement Book and signed and dated by both parties as per the provisions of the General Conditions of Contract.
- 16.6. All running bill payments shall be regarded as advance payments against the final bill. Any certificate relating to the work done during monthly running bills may be modified by any subsequent interim certificates or by the final certificates and no certificate of the Engineer supporting an advance payment shall of itself be conclusive evidence that any work or materials to which it relates are in accordance with the contract.
- 16.7. In case any amount is withheld by SBPP CO OP BANK LTD. during course of execution of work on account of non-compliance of contract requirement, the same shall be recovered / released from the contractors bills as deemed fit by the engineer-in-charge of SBPP CO OP BANK LTD. and the decision of engineer-in-charge shall be final in this regard and binding on the contractor.
- 16.8. Payment against bulk supplies: Payment to the tune of 75 % of the value of bought out items which are purchased in bulk, such as Tiles, sanitary fittings, electrical items, hardware items, paints, firefighting appliances etc. may be made provided the contractor supplies to site all the quantities in bulk for each item with prior permission of SBPP CO OP BANK LTD. Engineer and submit the documents along with an indemnity bond ,hypothitication deed and insurance of material as required by the engineer before submitting claim. The amount thus paid shall be recovered in the subsequent running bills upon execution of such items and it's incorporation in the permanent works.

16.9. Mobilization Advance:

- 16.9.1 Interest bearing mobilization advance can be accepted by SBPP CO OP BANK LTD. on request of the contractor limited to a maximum of 5% of the contract value. Such mobilization advance shall be payable after acceptance of order and submission of contract security deposit. The mobilization advance shall be interest bearing and secured through bank guarantee of 1.2 times of advance amount valid for 12 months initially and thereafter extension for a period upto which the advance is fully adjusted not exceeding the completion schedule.
- 16.9.2 The recovery of mobilization advance shall be made from the running bills to an extent of 10% of each progressive bill amount along with interest charges till it is fully recovered. The interest rate shall be the prime lending rate of State Bank of India (SBI) plus 2%.
- 16.9.3 Mobilization advance shall be released subject to signing of contract agreement and physical mobilization at site by the contractor which includes opening of site office, construction of testing laboratory and cement stores, sufficient T& Ps mobilization at site of work and upon certification of SBPP CO OP BANK LTD engineer regarding start of work.

17.1. The works constructed by the Contractor shall be guaranteed for a period of 12 (twelve) months from taking over of all works by SBPP CO OP BANK LTD. i.e. Mile Stone-3 in annexure SCC-III. During this period the Contractor shall attend to all the matters relating to the Contract work and rework as required by SBPP CO OP BANK LTD.

18. PENALTY FOR DELAY

- 18.1 If the Work is not completed within the specified period and any extension thereof, the Contractor shall be liable to pay penalty for delay in completion of work @ 0.5% of the value of each mile stone awarded for every week of delay or part thereof, subjected to a maximum of 10 % of the awarded contract value without SBPP CO OP BANK LTD. being required to establish and prove the actual loss /damage suffered by SBPP CO OP BANK LTD. on account of such delay. The value of each mile stone shall be calculated as per Cl 18.2 below.
- 18.2 The mile stone value shall be calculated prorate based upon the agreed awarded value of each milestone derived from the quoted rates and quantities in section-IV i.e. price schedule and BOQ till completion of such mile stones. These mile stones are listed in annexure-SCC-III.

19. DRAWINGS AND SPECIFICATIONS

- 20.1. Following detailed drawings are enclosed for reference purpose only.
- 20.2 Specifications of finishing in each type of construction is attached in eight sheets after the tender drawings as attached
- 20.3 The construction of the works shall be taken up on the basis of construction drawings which shall be issued by Architect & Engineer's (Kalpesh Patel) after award of the work.

INDICATIVE LIST OF TOOLS AND PLANTS (T&Ps) TO BE ARRANGED BY

THE CONTRACTOR AT HIS OWN COST

SL NO	T & P EQUIPMENT	QUANTITY
1	CONCRETE VIBRATORS	AS PER REQUIREMENT
2	DEWATERING PUMP 5/10/25 HP	2 NOS
3	SLUDGE / SLURRY PUMP (DIESEL/ ELEC)	1 NOS

SL NO	T & P EQUIPMENT	QUANTITY
16	MS SCAFFOLDINGS	AS PER REQUIREMENT SUFFICIENT FOR
		BARRICADING OF SITE
17	VIBROMAX	1 NO
20	REINFORCEMENT CUTTING / BENDING MACHINE	4 NOS
21	PORTABLE LIGHTING MAST / LIGHTING SYSTEM	AS PER REQUIREMENT
23	PLY SHUTTERING BOARD AND MS SHUTTERINGS WITH ADEQUATE SUPPOTING STRUCTURE	AS PER REQUIREMENT
24	CEMENT STORAGE SHED OF MIN 400 MT CAPACITY	1 NO.

NOTEs

- 1 The above list specifies only major T&Ps (may not be complete to be deployed by the contractor). All additional / other tools and plants including trucks & devices, tackles, machines, measuring instruments etc. in good and safe working conditions which are required for satisfactory & timely completion of work shall also be deployed by the contractor within finally accepted rate / price.
- 2 Other terms and conditions regarding above items please also refer clause 38 T&P/IMTEs).

INDICATIVE LIST OF INSPECTION

MEASURING AND TESTING EQUIPMENTS

(IMTEs) TO BE ARRANGED BY

THE CONTRACTOR AT HIS OWN COST

SL NO	IMTE EQUIPMENT	QTY
1	THEODOLITE ONE SECOND ACCURACY	AS PER REQUIRE MENT
2	TOTAL STATION	AS PER REQUIRE MENT
3	AUTO LEVEL AND STAFF	AS PER REQUIRE MENT
4	DUMPY LEVEL UPTO 350 MM	AS PER REQUIRE MENT
5	AUTOMATIC COMPRESSION TESTING MACHINE (2000 KN)	AS PER REQUIREMENT
6	CONSTRUCTION MATERIAL TEST EQUIPMENT	AS PER REQUIREMENT
7	CONCRETE CUBE MOULD	25 NOS
	(150 X 150 X 150) mm	
8	CONCRETE slump cone WITH TAMPING ROD	AS PER REQUIRE MENT
9	COARSE AGGREGATE SIEVES & SAND SIEVER	AS PER REQUIRE MENT
10	SIEVE SHAKER	AS PER REQUIRE MENT
11	AGGREGATE IMPACT TEST MACHINE	AS PER REQUIREMENT

NOTEs:

1. The above list specifies only major IMTEs (may not be complete to be deployed by the contractor). Contractor has to set up the field laboratory with facilities required for material & concrete testing. All additional / other IMTEs / measuring

- instruments etc. in good and safe working conditions which are required for satisfactory & timely completion of work shall also be deployed by the contractor within finally accepted rate / price.
- 2. Other terms and conditions regarding above items please also refer clause 38 T&P/IMTEs).

Annexure- SCC-III

INDICATIVE MILE STONES TO BE ACHIEVED DURING THE CONTRACT

EXECUTION

Entire work shall be completed as per time schedule. However, the indicative period of completion for the following major mile stones is as follows (To be reckoned from the date of LOI issue). The same shall be finalized mutually after award of work based upon SBPP CO OP BANK LTD.'s requirement and contractor shall furnish micro detaining including resource planning to achieve such intermediate mile stones of the project . Such detailed schedule to be furnished by the contractor immediately after award of work but before mobilization:

- (a) MILE STONE- 1: Handing Over of Plinth of Proposed Commercial Building: 1 months
- (b) <u>MILE STONE- 2:</u> Handing Over of complete proposed building : **3** months

NOTE: 1) Contractor shall submit to SBPP CO OP BANK LTD. detailed monthly schedule along with resource planning after placement of LOI but before mobilization to site for achieving above mile stones

2) Contractor shall submit value of each mile stone based upon the accepted final rates and the quantities as per BOQ cum rate schedule of section-IV in prorate basis.

ANNEXURE: SCC -IV

ANALYSIS OF UNIT RATE QUOTED

SI.no.	Description	Percentage of	Remarks
		the unit rate quoted	
1.	Salary & Wages of Staff & workers		
2.	Consumables		
	(a) Gases(b) Welding Electrodes(c) P.O.L.(d) Others	S	
3.	Depreciation & maintena	ance for T & Ps	
4.	Depreciation & maintena	ance for other items	
5.	Establishment and admi	nistrative expenses of site	
6.	Overheads		
7.	Profit		

(Signature of tenderer)

SPECIFICATION CHART

SBPP CO OP BANK LTD. ATUL, VALSAD- 396195.

TENDER FOR CONSTRUCTION OF LOE RISE COMMERCIAL BUILDING & OTHER UTILITY BUILDINGS, SERVICES ETC INCLUDING FINISHING WORKS AT ATUL, VALSAD.

Tender Enquiry No:

SECTION IV BILL OF QUANTITIES AND PRICE SCHEDULE

PART - B

GENERAL TERMS AND CONDITIONS

2.0 **DEFINITION OF TERMS**

Throughout the Tender Documents including the Enquiry Letter, the following words shall have the meanings assigned to them herein, unless the subject matter or the context requires otherwise.

- 2.1 The 'Purchaser' or 'Employer' shall mean SBPP CO OP BANK LTD.Atul, Valsad, which expression shall include its successors and assigns; or Architect & Engineers or other employees authorized to deal with any matters with which these persons are concerned, on its behalf.
- 2.2 The '**Tenderer**' shall mean the Firm/Company/Organization, which quotes against the Tender Enquiry issued by the Purchaser. It may also be referred as '**Bidder**'.
- 2.3 The **`Contractor'** shall mean the individual, firm or company whose Offer is accepted by Employer and enters into Contract with Employer and shall include their executors, administrators, successors and permitted assigns.
- 2.4 The `Contract' shall mean and include the agreement, the work order, the accepted appendices of rates, Schedules of Quantities, if any, General Conditions of Contract, Special Conditions of Contract, Instructions to Tenderers, the drawings, the technical specifications, the special specifications, if any, the tender documents and the Letter of Intent/ Acceptance letter issued by Employer. Any conditions or terms stipulated by the Tenderer in the tender documents or subsequent letters shall not form part of the Contract unless specifically accepted in writing by Employer in the Letter of Intent and incorporated in the Agreement. It may also be referred as `Contract Document'.
- 2.5 The '**Sub-contractor**' shall mean the person/firm/company/organization to whom any part of the work has been sub-contracted by the Supplier, with the written consent of the Purchaser and shall include his heirs, executors, administrators, representatives and assigns.
- 2.6 The 'Engineer', for the purpose of this Contract shall mean an engineer, person or Employer duly appointed as such from time to time or such other officials as may be duly authorized and appointed and notified in writing by purchaser to act as engineer. In cases where no such Engineer has been so appointed, the word 'Engineer' shall mean the Purchaser or his duly authorized representative. It may also be referred to as Engineer -in-Charge.
- 2.7 The **'Inspector'** shall mean the Purchaser for the time being or such other

- person as may be duly authorized and appointed in writing by Purchaser to actas Inspector for the purpose of Contract.
- 2.8 The '**Equipment'** shall mean and include plant and stores on which work is to be done by the Contractor under the Contract.
- 2.9 The 'Work' shall mean and include supply of all categories of labour, specified consumables, tools and tackles required for complete and satisfactory construction, site transportation, handling, stacking, storing, erecting, testing and commissioning of the equipment; as defined in the Tender Documents, to the satisfaction of Employer. It may also be referred as 'CONTRACT WORK'.
- 2.10 The 'Tender Document' shall mean and include the instruction to Tenderers, general conditions, bidding conditions, specific conditions, specifications, schedules, drawings, form of tender, schedule of prices and quantities, contained in the Tender and any subsequent modifications thereof.. It may also be referred as 'Tender Specification'
- 2.11 The 'Offer' shall mean and include the technical and commercial documents including specifications, schedule of prices and quantities, drawings etc. submitted by the Tenderer in response to the tender enquiry and any subsequent clarifications thereof. It may also be referred as 'Bid'.
- 2.12 'Acceptance of offer' shall mean issue of letter of intent/award or memorandum or detailed Order/Contract communicating the acceptance of offer, to the successful Tenderer.
- 2.13 The 'Letter Of Intent' shall mean the intimation by a letter / fax to the Tenderer that the tender has been accepted in accordance with provisions contained in the letter. The responsibility of the contractor commences from the date of issue of this letter and all the terms and conditions of contract are applicable from this date.
- 2.14 The **'Site'** shall mean the site of the proposed single story commercial building work at SBPP CO OP BANK LTD. at Atul, Valsad.
- 2.15 The 'Completion Time' shall mean the period specified in the Letter of Intent or date mutually agreed upon for completing the work to the satisfaction of the Engineer, being of required standard and conforming to the specifications of the Contract.
- 2.16 The '**Tests'** shall mean and include such test or tests to be carried out by the Contractor as are prescribed in the Contract or considered necessary by Employer or Architect & Engineers in order to ascertain the quality, workmanship, performance and efficiency of the contracted work or part thereof.
- 2.17 The 'Commissioning' shall mean the first operation of the equipment after all initial adjustments, trials, cleaning and re-assembly required at site, if any, have been completed and equipment is made ready for

commercial use.

- 2.18 The `Approved', `Directed' Or `Instructed' shall mean approved, directed or instructed by Employer or Architects & Engineers.
- 2.19 **'Contract Engineer'** shall mean the official who has signed the Order/Contract on behalf of the Purchaser.
- 2.20 'Months' shall mean calendar months.
- 2.21 'Days' shall mean calendar days.
- 2.22 **'Writing'** shall include any manuscript, typewritten or printed statement under or over signature, seal as the case may be.
- 2.23 "Contract Value" shall mean the awarded/ executed value of work calculated on the basis of the awarded/ executed quantities of work and the approved/accepted rates by Employer. The words incorporating singular shall include plural and vice-versa, in the words importing masculine gender shall include feminine and vice-versa and the words importing persons shall include bodies corporate, limited liability companies, partnership and other legal entities.

39.0 MATERIALS

- 39.2 All materials to be provided by the Contractor shall be of the best kind in conformity with the specifications laid down in the contract or as per relevant Indian standard and the Contractor shall, if requested by the Engineer, furnish proof to the satisfaction of Engineer that the materials so comply.
- 39.3 The Contractor shall, at his own expense and without delay, supply to the Engineer samples of materials proposed to be used in the works. The Engineer shall within seven days of supply of samples or within such further period as he may require will intimate to the Contractor in writing, whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Engineer for his approval fresh samples complying with the specifications laid down in the Contract. Any delay in approval of samples (original or fresh ones) shall not make the contractor eligible for any compensation.
- 39.4 The Architects & Engineers shall have full powers for removal of any or all of the materials brought to site by the Contractor which are not in accordance with the Contract specifications or do not conform in character or quality to samples approved by him. In case of default on the part of the Contractor in removing rejected materials, the Engineer shall be at liberty to have them removed by other means. The Architects & Engineers shall have full powers to procure other proper material to be substituted for rejected materials and in the event of the Contractor refusing to comply; he may cause the same to be supplied by other means. All costs, which may attend upon such removal and / or substitution, shall be borne by the Contractor.
- 39.5 The Engineer shall be entitled to have tests carried out as specified in the Contract for any materials supplied by the Contractor other than those for which, as stated above, satisfactory proof has already been furnished, at the cost of the Contractor and the Contractor shall provide at his expense all facilities which the Engineer may require for the purpose. If no tests are specified in the Contract, and the Engineer requires such tests, the Contractor shall provide all facilities required for the purpose and the charges for these tests shall be borne by the Contractor only. The cost of materials consumed in tests shall be borne by the Contractor in all cases except when otherwise provided.
- 39.6 In addition the Contractor shall perform / submit at his own cost such tests / samples as may be required by the Engineer out of the materials used by the company except for the costs of materials used in such tests / samples.
- 39.7 Material required for the works, whether brought by the Contractor, Shall be stored by the Contractor only at places approved by the Engineer. Storage, theft insurance and safe custody of material shall be the responsibility of the contractor for all materials brought by contractor for works.

39.8 SBPP CO OP BANK LTD officials concerned with the Contract shall be entitled at any time to inspect and examine any materials intended to be used in or on the works, either on the Site or at factory or workshop or other place(s) where such materials are assembled, fabricated, manufactured or at any place (s) where these are lying or from which these are being obtained and the Contractor shall give such facilities as may be required for such inspection and examination.

39.9 All materials brought to the Site shall become and remain the properties of SBPP CO OP BANK LTD and shall not be removed off the Site without the prior written approval of the Engineer. But whenever the Works are finally completed and advance, if any, in respect of any such material is fully recovered, the Contractor shall, at his own expense, forthwith remove from the Site all surplus material originally supplied by him and upon such removal, the same shall re-vest in and become the property of the Contractor.

Technical Specifications for Structural Item Works Annexure - 'C' Volume - 3

PART 1: EARTHWORK

1.0 Scope:

This part of the specification deals with general requirements for earthwork in excavation in different materials, site grading, filling in area shown in drawings, filling back around foundations, plinths and approach ramps, conveyance and disposal of excavated soil and stacking them properly as shown on the drawings or as directed by the Project Manager and all operations covered within the intent and purpose of the specifications.

2.0 Applicable Codes:

The provisions of the latest Indian Standards listed below, but not restricted to, form part of these specifications:

IS-783	Code of practice for laying of concrete pipes.
IS-1200	Method of measurement of building and civil engineering works - Part I .
IS-1490	Portland - Pozzolana cement
IS-2720	Methods of test for soils. (All Parts)
IS-2809	Glossary of terms and symbols relating to soil mechanics.
IS-3764	Safety code for excavation work.
IS-4081	Safety code for blasting and related drilling operations
IS-4988	Glossary of terms and classifications of earth moving machinery (all parts).
IS-1200	Part 27: Method of Measurement of Building and Civil Engineering Work – Earthwork done by Mechanical Appliances.

3.0 Drawings:

The Consultant will furnish drawings wherever in his opinion such drawings are required, to show the areas to be excavated/filled, sequence of priorities etc. The Contractor shall follow such drawings strictly.

4.0 Classification of Earth:

For purpose of earthwork soil shall be classified as under:

Loose/soft soil: Any soil which generally yields to the application of picks and shovels, phawras, rakes or any such ordinary excavating implements or organic soil, gravel, silt sand, turf loam, clay, peat etc. fall under this category.

Dense/Hard Soil: Any soil, which generally requires the close application of picks, or jumpers or scarifies to loosen it. Stiff clay, gravel and cobble stone etc. fall under this category. (Note: Cobble stone is the rock fragments usually rounded or semi-rounded having maximum diameter in any one direction between 80 & 300 mm.)

Mud: Mud is a mixture of ordinary soft soil and water in fluid or weak solid state.

Soft/Disintegrated rock: This shall include the type of rock and boulders, which may be quarried or split with crowbars. Laterite and hard conglomerate also come under this category.

Hard Rock: (Requiring blasting): This shall include the type of rock or boulder which for quarrying or splitting requires the use of mechanical plant or blasting.

(Note: Boulder is a rock fragment usually rounded by weathering, disintegration and explosion or abrasion by water or ice having a maximum dimension in any direction of more than 600 mm).

Hard Rock: (Requiring blasting but where blasting is prohibited) under this category shall fall hard rocks which though normally require blasting for their removal but blasting is prohibited and excavation has to be done by chiseling, wedging using mechanical / pneumatic tools or other suitable method.

5.0 General:

- 5.1 The Contractor shall furnish all tools, plant, instruments, qualified supervisory staff, labour, materials, any temporary works, consumables and everything necessary, whether or not such items are specifically stated herein, for completion of the job in accordance with the specification requirements.
- 5.2 The Contractor shall carry out the surveys of the site before excavation and set out properly all lines and establish levels for various works such as earthwork in excavation for grading, foundations, plinth filling, road drains, cable trenches, pipelines, culverts, retaining walls etc. Such surveys shall be carried out taking accurately cross sections of the area perpendicular to the grid lines at intervals determined by the Project Manager depending on the ground profiles. These will be checked by the Project Manager or his representative and thereafter properly recorded.
- 5.3 The excavation shall be done to correct lines and levels. This shall include where required, proper shoring to maintain excavation and also the furnishing, erection and maintaining of substantial barricades around excavations and warning lamps at night for safety purposes.

5.4 The rates quoted shall include for dumping of excavated material in regular heaps, bunds, rip rap with regular slopes as directed by the Project Manager within the lead specified in the authorized dump yard permitted by local authorities and leveling the same so as to provide natural drainage. Rock/soil obtained from the excavation shall be properly stacked as directed by the Project Manager. Rock shall be stacked separately.

6.0 Clearing:

The area to be excavated/filled shall be cleared of all fences, trees, plant logs, stumps, bush, vegetation, rubbish, slush etc. and other objectionable matter. If any roots or stumps of trees are met during excavation, they shall be removed. The material so removed shall be disposed off as directed by the Project Manager.

Where earth fill is intended, the area shall be cleared of all matter/materials before filling commences. No separate payment shall be made for such clearing works.

7.0 Precious Objects, Relics, Objects of Antiquities Etc.

All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archeological interest discovered on site shall, as between the Employer and the contractor shall take reasonable precautions to prevent his workmen or any other persons from removing or damaging any such articles or things and shall immediately upon discovery thereof and before removal take instructions from authorities concerned for dealing with the same.

8.0 Excavation for Structures:

8.1 Description:

Excavation for structures shall consist of removal of materials for the construction of the foundations of basements, bridges, culverts, retaining walls, headwalls, cutoff walls, pipe culverts and other similar structures in accordance with the requirements of this specification and the lines and dimensions shown on the drawings or as indicated by the Project Manager. The work shall include construction of the necessary cofferdams and cribs and their subsequent removal; all necessary sheeting, shoring, bracing, draining and pumping; the removal of all logs, stumps, shrubs and other deleterious matter and obstruction necessary for placing the foundations, trimming bottoms of excavation; backfilling, cleaning up the site and disposal of all surplus materials.

8.2 Setting out:

After the site has been cleared as per clause 5 above, the limits of excavation shall be set out true to lines, curves, slopes, grades and sections as shown on the drawings or as directed by the Project Manager. The Contractor shall provide all labour, survey

instruments, measuring tapes, ladders and materials such as string, pegs, nails, bamboos, stones, lime, mortar, concrete, etc. required in connection with the setting out of works and establishment of benchmarks. The Contractor shall be responsible for the maintenance of benchmarks and other marks and stakes as long as they are required for the work in the opinion of the Project Manager.

8.3 Excavation:

Excavation shall be taken to the width of the lowest step of footing or the pile caps and the sides shall be left plumb where the nature of the soil allow it. Where the nature of the soil or the depth of excavated trench/pit does not permit vertical sides, the Contractor at his own expense shall put up necessary shoring, strutting and planking or cut slopes to a safe angle or both with due regard to the safety of personnel and the works and to the satisfaction of the Project Manager.

The depth to which the excavation is to be carried out shall be as shown on the drawings unless the type of material encountered is such as to require changes, in which case the depth shall be as ordered by the Project Manager.

8.3.1 Excavation in all types of soil except rock:

Shall mean excavation in vegetation soil, turf, loam, clay, mud black-cotton soil, earth murrum (hard or soft) shingle and generally any material which requires close application of picks or scarifies to loosen and not affording much resistance to digging.

8.3.2 Excavation in rock not requiring blasting:

Shall mean excavation in limestone, sandstone, laterite, hard conglomerate or other rock, which can be quarried or split with crowbars or, wedges. This shall include unblasted boulders.

8.4 Dewatering and Protection:

Where water is met with in excavation due to stream flow, seepage, springs, rain or other reasons, the Contractor shall take adequate measures such as bailing, pumping, disposing the bailed / pumped water outside the premises in authorized outlets provided by the local authorities by getting necessary permissions / deposits from the respective authorities at his own cost, construction of diversion channels, drainage channels, bunds, cofferdams and other necessary works to keep the foundation trenches/pits dry when so required and to keep the green concrete/masonry against damage by erosion or sudden rise of water level. The method to be adopted in this regard and other details thereof shall be left to the choice of the Contractor but subject to the approval of the Project Manager. Approval of the Project Manager shall, however, not relieve the Contractor of his responsibility for the adequacy of dewatering and protection arrangements and the safety of the works.

Where cofferdams are required, these shall be carried to adequate depths and heights, be safely designed and constructed and be made as watertight as is necessary for facilitating construction to be carried out inside them. The interior dimensions of the cofferdams shall be such as to give sufficient clearance for constructions and inspection and to permit installation of pumping machinery inside the enclosed area.

Pumping from inside of any foundation enclosure shall be done in such a manner as to preclude the possibility for the movement of water through any freshly placed concrete. No pumping shall be permitted during the placing of concrete or for any period of at least 24 hours thereafter, unless it is done from a suitable sump separated from the concrete work by a watertight wall or similar means. At the discretion of the Contractor shall take all precautions in diverting channels and in discharging the drained water so as not to cause damage to the works or to the adjoining property.

8.5 Preparation of Foundation:

The bottom of the foundation shall be leveled both longitudinally and transversally or stepped as directed by the Project Manager. Before the footing is laid, the surface shall be slightly watered and rammed. In the event of the excavation having been made deeper than that shown on the drawing or as otherwise ordered by the Project Manager, the extra depth shall be made up with concrete of the foundation grade at the cost of the Contractor. Ordinary filling shall not be used for the purpose to bring the foundation to level.

When rock or other hard strata is encountered, it shall be freed of all loose and soft materials, cleaned and cut to a firm surface either level, stepped, or serrated as directed by the Project Manager. All seams shall be cleaned out and filled with cement mortar or grout to the satisfaction of the Project Manager.

8.6 Slips and Blows:

If there are any slips or blows in the excavation, these shall be removed by the Contractor at his own cost.

8.7 Backfilling:

NOTE:-Contractor shall ensure the proper supply & quality of materials NOTE:-Contractor shall ensure the good quality of work & workmanship

To the extent available, selected surplus soil from the excavation shall be used as backfill. Fill materials shall be free from clods, salts, sulfates, organic or other foreign materials. All clods of earth shall be broken or removed. Where excavated material is mostly rock, the boulders shall be broken into pieces not larger than 250 mm size mixed with properly graded fine materials consisting of murrum or earth to fill up the voids and the mixture used for filling.

If any selected fill material is required to be borrowed, the Contractor shall make arrangement for bringing the material from outside borrow pits. The material sources shall be subject to the prior approval of the Project Manager. The Contractor shall make necessary access roads to such borrow areas at his own cost, if such access roads do not exist.

The selected fill material shall be approved quality murrum having liquid limit not more than 40 and plasticity index not more than 20 and minimum dry density not less than 1700 kg per cu.m.

Backfilling of the foundation trenches/pits shall be done as soon as the foundation work has been completed to the satisfaction of the Project Manager and measured but not earlier than the full setting of the concrete or masonry of the foundation. Backfilling shall be carried out in such a manner as not to cause undue thrust on any part of the structure. Backfilling shall be done in space around the foundations after clearing it of all debris and in layers of 250 mm loose thickness, watered and compacted to the satisfaction of the Project Manager and up to the original surface. The backfilling material shall be spread with the help of drag spreader, motor grader or other approved means. Moisture content shall be checked and adjusted by sprinkling water so that it is from 1% above to 2% below optimum moisture content. Immediately after rolling with 8-10 ton roller – and where compaction using roller is not possible due to space constraint, mechanical compactors may be used - shall be commenced, starting from edge and proceeding towards center, except in super-elevated portion where it shall be commenced from inner edge and progress towards outer edge. Each pass of the roller shall uniformly overlap not less than one third of the track made in preceding pass. During rolling, the grade and camber shall be checked and defects if any shall be rectified by adding or removing fresh materials. Rolling shall continue till the modified proctor dry density is at least 90% of the maximum dry density for the material determined. All loose, segregated or otherwise defective area shall be made good for the full thickness of the layer and recompacted.

8.8 Disposal of Surplus Excavated Materials:

All the excavated materials shall be the property of the employer where the excavated material is directed to be used in the construction of the works for the general grading, plinth filling or embankments, the operations shall be arranged in such a manner that the capacity for cutting, haulage and compaction are nearly the same.

All hard materials such as hard murrum, rubble etc. not intended for filling in foundations, plinth or embankments, shall be stacked neatly for future use as directed by the Project Manager within the lead specified. Unsuitable or surplus materials not intended for use in part of the works or for reuse shall be disposed of as stipulated in clause 5.4 hereinabove.

9.0 Measurement and Rates:

Method of Measurement of Building and Civil Engineering work – Earthwork done by Mechanical appliances, as applicable. Measurement for excavation of foundations and footing shall be as required for the exact width, length and depth as shown have figured on the drawings or as may be directed by the Project Manager. If taken out to a greater width, length or depth than shown or required, the extra work occasioned thereby shall be done at the Contractor's expenses. The

dimensions of the trenches and pits shall be measured correct to the nearest cm. and cubical contents worked out in cubic meters, correct to two places of decimal.

Measurements of filling excavated earth or sand in plinth or under floors: depth of consolidated earth fillings shall be measured for the purpose of payments. The dimensions of the fillings shall be measured correct to the nearest cm. and cubical contents worked out in cubic meters correct to the two places of decimal.

11. Earth filling:

General: Filling shall be done with good earth, murrum, and stone chips or disintegrated building debris. it shall be free from salts, organic matter, black cotton soil or slushed earth and combustible material. All clods shall be broken.

a) Filling in Plinth:

Filling shall be done in layer not exceeding 25 cm, watered and consolidated by ramming with mechanical compactors or iron or wooden rammers weighing 7 to 8 kg., and having base 20 cm. Square or 20 cm. diameter. When the filling reaches the finished level, surface shall be kept flooded with water for at least 24 hours, allowed to dry and then rammed and consolidated, after making good any settlement in order to avoid settlement at a later stage. Special care shall be taken to pack earth under plinth beams and column corners.

Finished level of filling shall be kept to a slope intended to be given to the floor.

b) Filling in out door Position and for Site Development

Shall be done in layer of 30 cm. and each layer shall be adequately watered. When tilling reaches the required level topmost layer shall be dressed to proper section, grade and camber and rolled by 8 to 10 tons. power roller and adequately watered to aid compaction.

12. Dry Rubble Packing:

Ground shall first be leveled up and thoroughly consolidated by means of heavy log hammer or frog rams. Rubble of specified thickness shall be laid and set with hand. It shall be consolidated either by hand roller or wooden log hammer; free use of water being made during consolidation. All hollows and interstices after consolidation shall be filled with quarry spalls, stone chips, etc. and the packing blinded with stone grit and watered and consolidated by log hammer.

13. Leveling Course:

It shall be either plain cement concrete or leaner mix or lime concrete which shall be proportioned as stipulated in the relevant items and placed in position conforming line and level shown on the drawing and compacted by approved means and cured adequately.

PART 2: CONCRETE

NOTE:-Contractor shall ensure the proper supply & quality of materials

NOTE:-Contractor shall ensure the good quality of work & workmanship

1. GENERAL:

These specifications cover the requirements of plain and reinforced cement concrete for use in various components of structures.

For all items of concrete in any portion of structure or its associated works controlled concrete shall be used.

The provisions of the latest revisions of the following I.S.Codes shall form a part of this specifications to the extent they are relevant:

- IS-269 Specification for 33 grade ordinary Portland Cement
- IS-303 Plywood for General Purpose
- IS-383 Specification for Coarse and Fine Aggregates From Natural Source for Concrete.
- IS-460 Specification for Test Sieves.
- IS-515 Specification for Natural and Manufactured Aggregates for use in Mass Concrete.
- IS-516 Methods of Tests for Strength of Concrete.
- IS-650 Standard Sand for Testing of Cement.
- IS-1199 Methods of Sampling and Analysis of Concrete.
- IS-1200 (Part :1) Method of Measurement of Building Works.
- IS-1542 Sand for Plaster.
- IS-1791 Batch Type Concrete Mixers.
- IS-2386 Methods of Test for Aggregates for Concrete (8 Parts)
- IS-2502 Code of Practice for Bending and fixing of bars for Concrete Reinforcement.
- IS-2505 Immersion Type Concrete Vibrators.
- IS-2506 Screed Board Concrete Vibrators.
- IS-2722 Specification for Portable Wing Weigh Batcher (Single and double bucket type)

- IS-2911 Code of Practice for Design and Construction of Pile Foundation.
- IS-3366 Pan Vibrators.
- IS-3558 Code of Practice for the use of Immersion Vibrators for Consolidating Concrete.
- IS-3370 Code of Practice for Concrete Structures for the Storage of Liquids (All Parts)
- IS-4656 Form Vibrators for Concrete.
- IS-5640 Method of Test for determining Aggregate Impact Value of soft, coarse aggregates.
- IS-5816 Method of test for Splitting Tensile Strength of Concrete Cylinder.
- IS-6461 Cement Concrete: Glossary of Terms
- IS-8043/E Emergency Specifications for Hydrophobic Cement.
- IS-8112 43 Grade Ordinary Portland Cement Specification
- IS-12269 Specifications for 53 Grade Ordinary Portland Cement.

Other IS Codes pertaining to the items of cement concrete work in structural work and not listed above shall also be deemed to come under the purview of this clause. All Indian Roads Congress Standards, Indian Railway Standards and Specifications and Codes of Practice shall also come under this purview.

2. GRADES OF CONCRETE:

2.1 CONTROLLED CONCRETE:

For controlled concrete, design of the mix shall be arrived at after preliminary tests and in its production all necessary precautions shall be taken to ensure that the required works cube strength is attained and maintained. The controlled concrete shall be in grades designated as M:15, M:40 and M:60.

M:15 concrete shall be used for all concrete used as Plain Cement Concrete under footings, rafts, bases, flooring on grade, as filling material etc.

M:40 and M:60 concrete shall be used for all structural members and in all such work where reinforcement is used.

In the designation of a concrete mix, letter M refers to the mix and the number to

the specified 28 days works cube compressive strengths of that mix on 150 mm cubes expressed in N/mm2.

3. STRENGTH REQUIREMENT OF CONCRETE:

The compressive strength requirements for various grades of concrete controlled as well as ordinary shall be as given in Table 1.

For controlled concrete, the mix shall be so designed as to attain in preliminary tests a strength at least 33 percent higher than that required on works tests.

Table 1

Grade of Concrete Compressive works test strength in N/sq.mm on

150 mm cubes after tests conducted in

accordance with IS-456.

.....

	Min. at 7 da	ays	Min. at 28	days
M:15	11		15	
M:20		14		20
M:25		17		25
M:30		21		30
M:40	26		40	
M:60		39		60

Note: In all cases, the 28 days compressive strength specified in Table 1 shall alone be the criterion for acceptance or rejection of the concrete.

Where the strength of a concrete mix, as indicated by tests, lies in between the strength for any two grades specified in Table 1, such concrete shall be classified for all purposes as a concrete belonging to the lower of the two grades between which its strength lies.

4. MATERIALS:

NOTE:-Contractor shall ensure the proper supply & quality of materials

NOTE:-Contractor shall ensure the good quality of work & workmanship

4.1 Cement:

All types and brands of cement shall be subject to the approval of the Project Manager.

- a. Following types of cement shall be used.
- All cement used for the work shall be 53 grade Ordinary Portland cement for RCC works and 43 grade cement for all brick work and plaster works. Portland cement shall comply with the requirements of the latest issue of the IS-12269.
 Use of blended cement shall be permitted provided blending is carried out in controlled environment using sophisticated batching plants. No blending will be allowed to be carried out on the site.
- ii. Cement shall be used in the order in which it is received. Cement which has remained in bulk storage at the mill for more than six months, or which has remained in bags in dealer's storage for over three months or which has been stored at project site for more than three months shall be retested before use. Cement shall also be rejected if it fails to conform to any of the requirements of these specifications.
- iii. Cement shall be procured from the following brand list:

Gujarat Ambuja, ACC, Ultratech

4.2 Sand:

Natural sand or manufactured sand shall be as follows:

Fine aggregate shall consist of natural sand, manufactured sand or an approved combination thereof and shall conform to IS-383 or 515. The grading zone of sand proposed for use shall be supplied by the Contractor and got approved from the Project Manager.

The sand shall be of siliceous material, sharp, hard, strong and durable and shall be free from adherent coating, clay, dust, alkali, organic material, deleterious matter, lumps etc. The sand shall not contain silt more than a total of 2% by weight and shale, clay, silt and other structurally weak particles a total of 5% by weight or 8% by volume. Chloride content in washed sand shall not be greater than 0.04% by weight.

Either natural or manufactured sand shall be prepared for use by such screening or washing or both as necessary, to remove all objectionable foreign matter while separating the sand grains to the required size fractions. Natural sand shall be washed, unless specific written authority is given by the Project Manager to use sand that meets specification and standards of cleanliness without washing. The sand shall be washed in screw type mechanical washers in potable water to remove excess silt, clay and chlorides. The screening and washing of sand shall be completed at least one day before using it in concrete. The cost of screening and washing must be borne by the Contractor. The fine aggregate shall be taken from a source approved by the Project Manager.

Stone dust may also be used in place of sand, provided its use is approved by the project

4.3 Coarse Aggregate:

Coarse aggregates shall consist of hard, strong, durable particles of crushed stone and shall be free from thin elongated soft pieces, organic or other deleterious matter. It shall have no adherent coating. It will be from a source approved by the Project Manager. Only quarries having jaw crushers with choke feeding arrangement production aggregates of nearly cubical shape shall be approved.

Coarse aggregate shall conform to I.S.383 or 515. Aggregates shall be properly screened and if necessary, washed clean before use to remove all vegetables and other perishable substances and objectionable amounts of other foreign matter, the cost of washing and screening being borne by the Contractor.

For heavily reinforced concrete members as in the case of ribs of main beams, nominal maximum size of aggregate shall usually be restricted to 5 mm less than the minimum lateral clear distance between the main bars, or 5 mm less than the minimum cover to the reinforcement, whichever is the smaller. However, if required under special circumstances, the Project Manager may permit an aggregate nominal maximum size 25% more than this critical spacing/cover provided that proper vibrating is ensured.

The grading of coarse aggregate shall be such that not more than 5% shall be larger than the maximum size and not more than 10% shall be smaller than the smallest size. Between these sizes the coarse aggregate shall be well graded.

The aggregates shall be subjected to tests in accordance with IS-2386 or as may be directed by the Project Manager.

Size of coarse aggregates:

Following shall be the maximum nominal size of coarse aggregate for the different items of works:

Table 2

Size of coarse aggregates in different types of works Item of construction Maximum nominal size of coarse aggregate RCC well staining concrete, RCC well curb and RCC piles and plum concrete 63 mm Well cap or pile cap, solid piers, and abutments and wing walls, pier caps and general item of work in bridge and building construction 40 mm

RCC works in cross girders, deck slab,

wearing course, kerb, light posts, ballast

walls, approach slab etc. and hollow type

piers, abutments, wing walls and pier caps

RCC bearings, shells and other thin walled

members and in zones of congestion

For any other item of construction not

covered by items above

as specified in

drawings or as

desired by the

Project Manager.

4.4 Water:

Water used both for mixing and curing shall be free from injurious amounts of deleterious materials. Potable waters are generally considered satisfactory for mixing and curing concrete. Chemical properties of water shall conform to I.S.456.

4.5 Admixtures:

It essential to use approved Melamine or Naphthalene based admixtures for imparting special characteristics to the concrete, on satisfactory evidence that its use does not in any way adversely affect the properties of concrete, particularly its strength, volume changes, durability and has no deleterious effect on the reinforcement. The admixtures shall be meeting the requirement of IS-9103-1999. Minimum cement quantity shall not be reduced on account of use of admixtures. The admixtures shall not be paid for separately. The admixtures shall also have the property of set retarding. Before approval of super plasticizer, the Contractor will submit test reports as specified in ASTMC-486 from an approved laboratory as approved by the Project Manager. Subsequent batches will be tested for IR analysis, UV analysis and solid content or any other tests as directed by Project Manager.

4.6 Materials for Repair Work:

The use of approved construction chemicals for bonding between old and fresh concrete and pressure grouting with polymer additives used for repairs shall be must. The selection of the bonding agents and polymer grouts shall be made on written approval of the Project Manager. These bonding agents and polymer grouts shall be applied and used in accordance with the instructions of the Manufacturer. The cost of such repair shall be borne by the Contractor. However, it is the Project Manager's sole discretion whether the unsatisfactory portion of concreting is to be allowed to be

repaired or to order the portion to be demolished to be reconstructed. The cost of the reconstruction will also be borne by the Contractor.

4.7 Storage of Materials:

i. Cement:

The Contractor shall make arrangements to the satisfaction of the Project Manager for the storage of cement to prevent deterioration due to moisture and/or intrusion of foreign matter. Bulk cement shall be stored in approved waterproof bin or silo. Bagged cement shall be stored in suitable weather-tight warehouse in a manner to provide easy access for identification and inspection of each consignment. Stored cement shall meet the test requirements as per IS-269 at any time after storage, when a retest is ordered by the Project Manager. Each consignment shall be stacked separately with the date of receipt flagged on it, not more than 12 bags stacked in height, the bags being arranged with headers and stretchers. Normally consignments shall be used in the order of receipt at site unless otherwise directed. In the case of large concrete pours, the Project Manager will decide on the batch of cement to be used taking into consideration the quantity of cement with particular reference to the concerned concrete pours. Any additional work in handling and storage of cement contingent upon this requirement shall be to the contractor's account and no extra claim will be entertained. Cement shall be protected from exposure to moisture in transit, in storage at the works and until it enters the concrete mixers. The contractor shall keep accurate records of the deliveries of the cement and of its use in the work.

ii. Aggregates:

Coarse and fine aggregates shall be stacked separately in such manner as to prevent contamination by foreign materials. All aggregates shall be stored on concrete or masonry platforms. Each size shall be kept separate with wooden, steel, concrete or masonry bulk-heads, or shall be stored in separate stacks, taking care to prevent the materials at the edges of the stock piles from getting intermixed. Stacks of fine and coarse aggregates shall be kept sufficiently apart. The aggregates shall be stored in easily measurable stacks of suitable heights as may be directed by the Project Manager.

4.8 Concrete Blocks:

Concrete blocks to be used in masonry shall be preferably cast and cured on site, the curing to be for seven days immersed completely in water. The mix for the blocks shall be 1:3:6. The aggregates shall be 8 mm downgraded. Minimum crushing strength of these blocks shall be 12 N/mm2. The surfaces of the blocks shall be in one plane, and perfectly perpendicular to adjacent planes. The edges shall be sharp and unbroken at the time of doing the masonry work. The size of the full size blocks shall be as per standard norms and architectural details. Half or quarter size blocks may be permitted only at the ends of the masonry to be used only as the filling pieces.

5. PROPORTIONING CONCRETE:

5.1 Controlled Concrete:

Concrete mix shall be designed on the basis of preliminary tests. The proportions for ingredients chosen shall be such that concrete has adequate workability for conditions prevailing on the work in question and can be fully compacted.

Except where it can be shown to the satisfaction of the Project Manager that supply of properly graded aggregate of uniform quality can be maintained till the completion of work, grading of aggregate should be controlled by obtaining the coarse aggregate in different sizes and blending them in the right proportions as required. Different sizes, however, shall be stocked in separate stockpiles. Required quantity of material shall be stockpiled several hours, preferable a day, before use. Grading of coarse and fine aggregate shall be checked as frequently as possible, frequency for a given job being determined by the Project Manager to ensure that the suppliers are maintaining the uniform grading as approved for samples used in the preliminary tests.

In proportioning concrete, the quantity of both cement and aggregates shall be determined by weight. Water shall either be measured by volume in calibrated tanks or weighed. All measuring equipment shall be maintained in a clean and serviceable condition. Their accuracy shall be periodically checked.

It is most important to keep the specified water-cement ratio constant and at its correct value. To this end, moisture content in both fine and coarse aggregates shall be determined by the Project Manager according to the weather conditions. The amount of mixing water shall then be adjusted to compensate for variations in the moisture content. For the determination of moisture content in the aggregates, IS-2386 (Part III) shall be referred to. Suitable adjustments shall also be made in the weights of aggregates to allow for the variation in weight of aggregates due to variation in their moisture content.

TABLE 3

Minimum and maximum cement content: Durability considerations

Grade of concre	ete	Minimum Cement
	(kg/cu.m)	
M:15	240	
M:30		320
M-40	200	
M:40	360	

M:60 360

5.2 Quantity of Water:

The quantity of water shall be just sufficient to produce dense concrete of required workability and strength for the job. An accurate and strict control shall be kept on the quantity of mixing water.

In the case of reinforced concrete work, workability shall be such that the concrete surrounds and properly grips all reinforcement. The degrees of consistency, which shall depend upon the nature of work and methods of vibration of concrete shall be determined by regular slump tests.

Following slump shall be adopted for different types of works.

			-
Type of works	Slun	nps	
			-
Where Vibrat	ors	Where Vibrators	
are used		are not used	
Mass concrete in RCC		80 mm	=
foundations, footings and			
retaining walls			
Beams, slabs, columns	25 to 40 mm	100 to 120 mm	
simply reinforced			
Thin RCC section or	40 to 50 mm	125 to 150 mm	
section with congested			
steel			
Pumped concrete	90 to 110 mm	125 to 150 mm	

6. MIXING CONCRETE:

6.1 Mixing with Mechanical Mixers:

For all work, concrete, where concrete to be mixed does not exceed 10 cu.m in one single day, can be mixed in a mechanical mixer which along with other accessories shall be kept in first class working condition and so maintained throughout the construction. Mixing shall be continued till materials are uniformly distributed and uniform colour of the entire mass is obtained and each individual particle of the coarse aggregate show complete coating of mortar containing its proportionate amount of cement. In no case shall the mixing be done for less than two minutes after all ingredients have been put into mixer. Hand mixing will not be permitted under any circumstances. Mixers that have been out of use for more than 30 minutes shall be thoroughly cleaned before putting in a new batch. Unless otherwise agreed to by the Project Manager, the first batch of concrete from the mixer shall contain only two thirds of the normal quantity of coarse aggregate. Mixing plant shall be thoroughly cleaned before changing from one type of cement to another.

6.2 Weigh Batching:

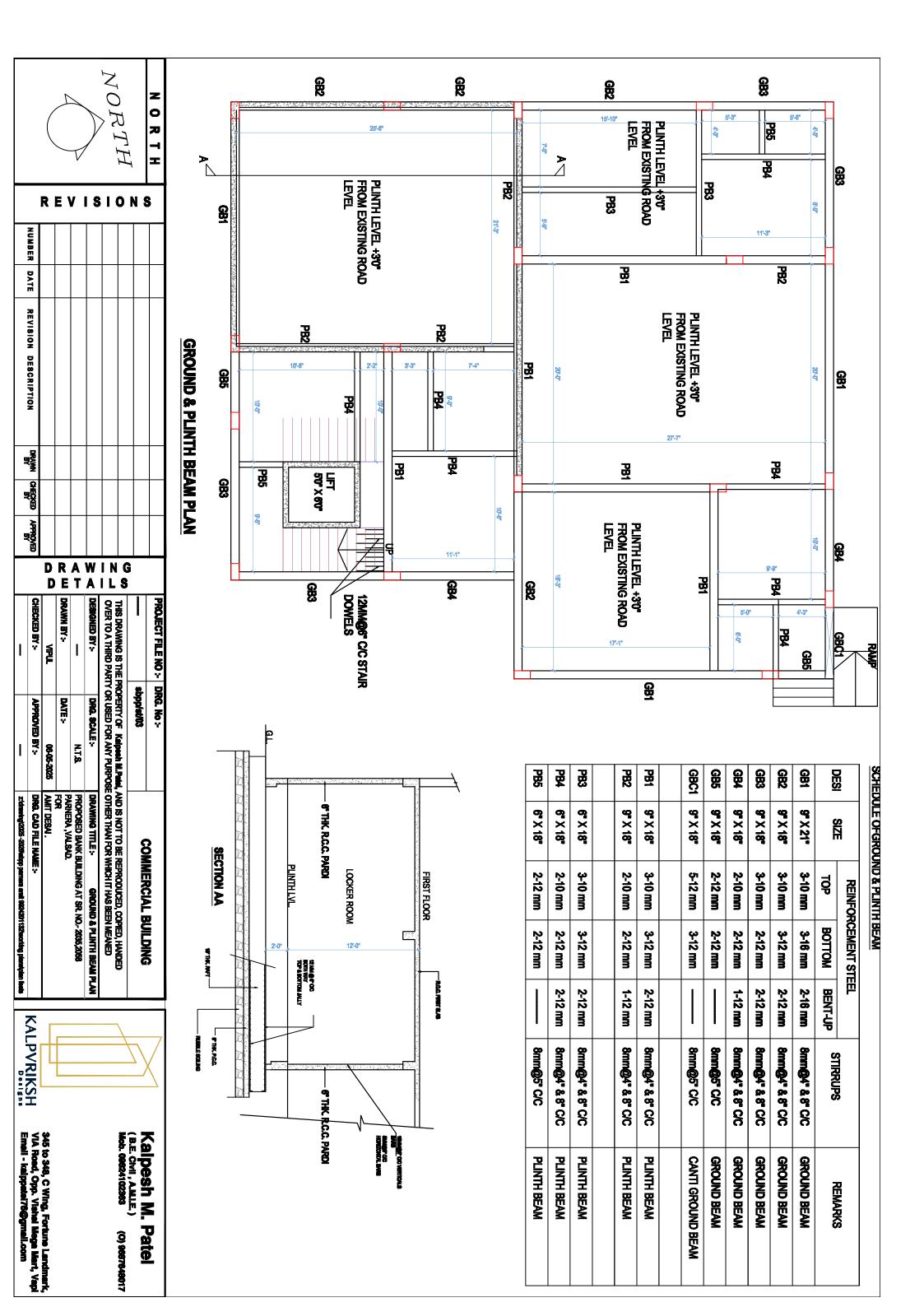
All structural concrete shall be weigh batched, when the quantity exceeds 10 cu.m in one single day. All concrete ingredients shall be batched by weight using a weigh batcher of an approved make. (IS: 2722 - Portable Swing Weigh Batchers for Concrete.) Batching shall be to an accuracy of not less than 1/2 kg and the batcher shall be tested for accuracy of calibration before commencement of the works and at least once a week thereafter or more frequently if so required by the Project Manager.

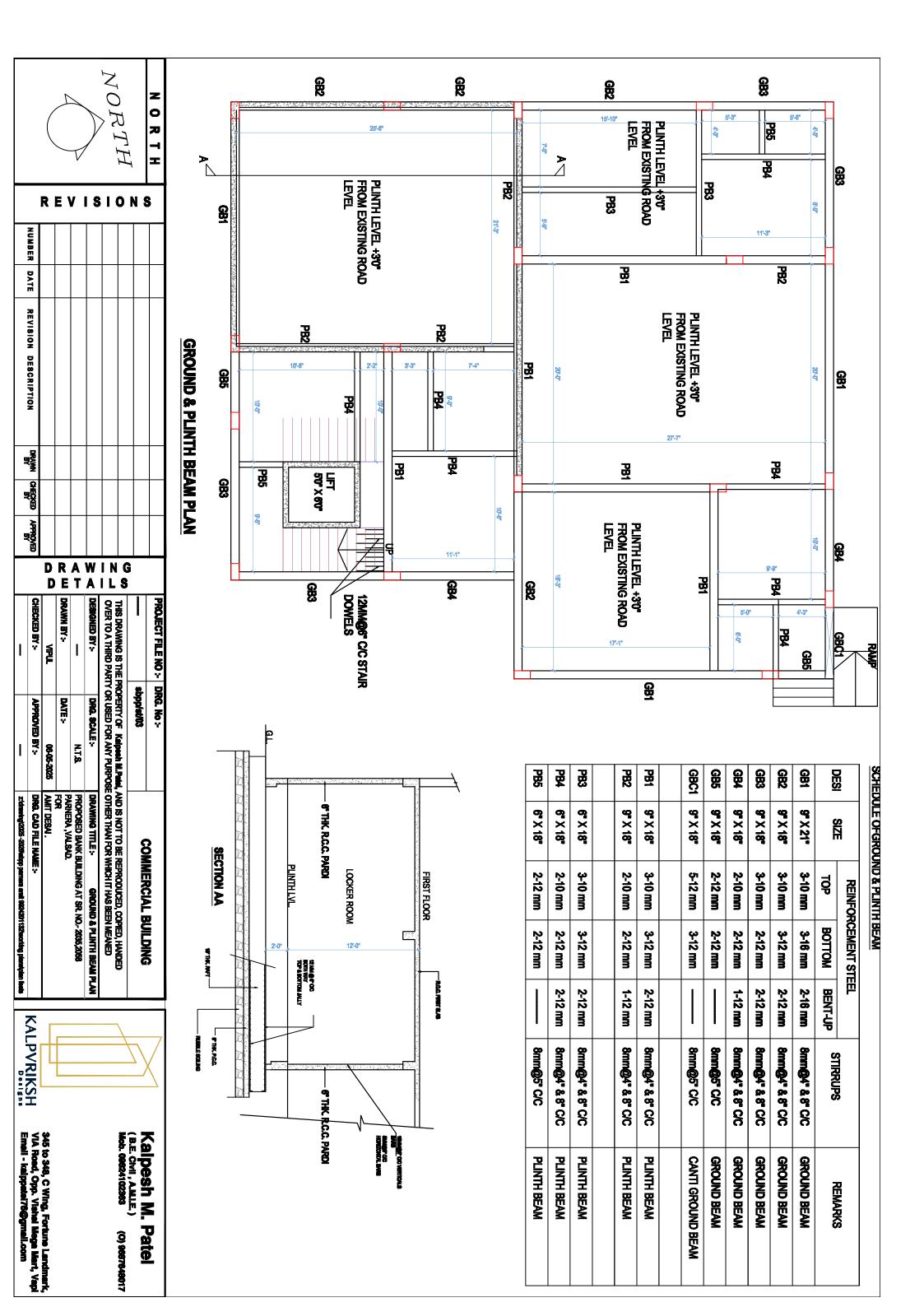
6.3 Water and Super Plasticizers:

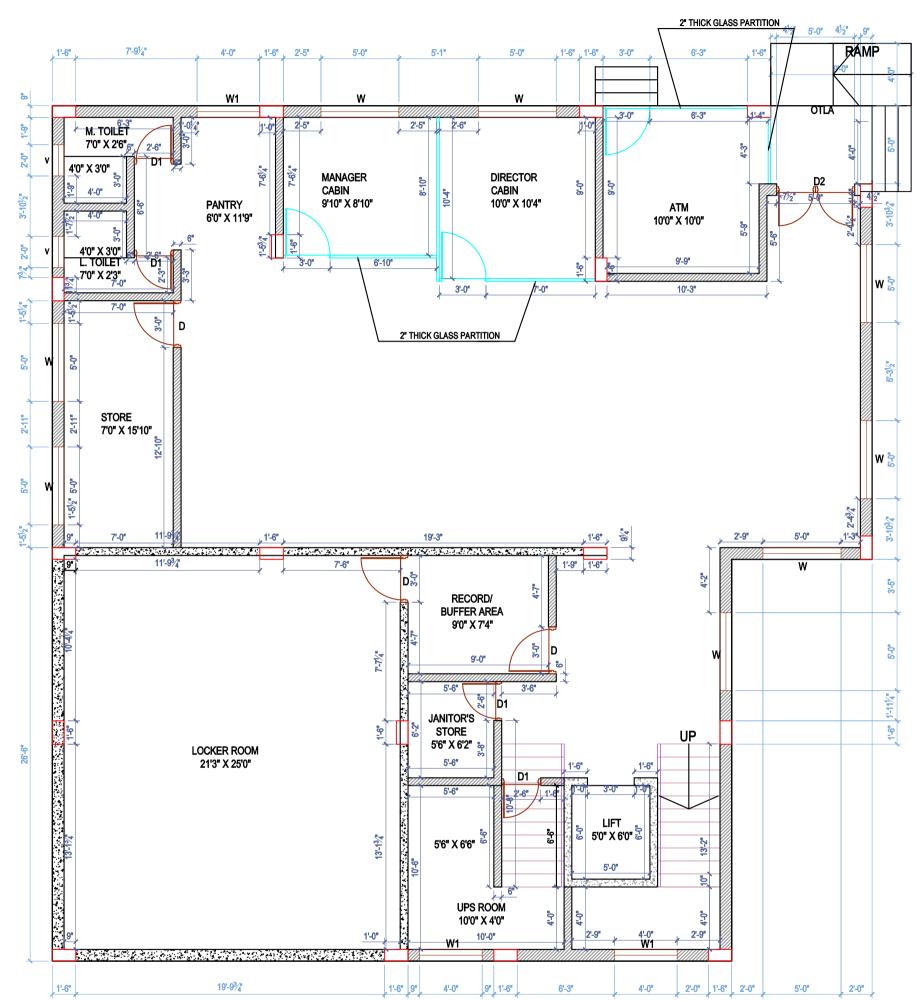
Water and super plasticizers shall be batched by weight or by volume measures as approved by the Project Manager. The method of batching shall be such as will ensure an accuracy to 0.2 liters or better for water and 20 ml ore better for plasticizers.

The contractor shall provide the mixer operator with standard measures for dispensing water and plasticizers in accurate quantities as per design. Concrete mix containing water in excess of that specified shall be rejected and shall not be allowed for use in works.

ARCHITECT & ENGINEERS KALPESH M. PATEL







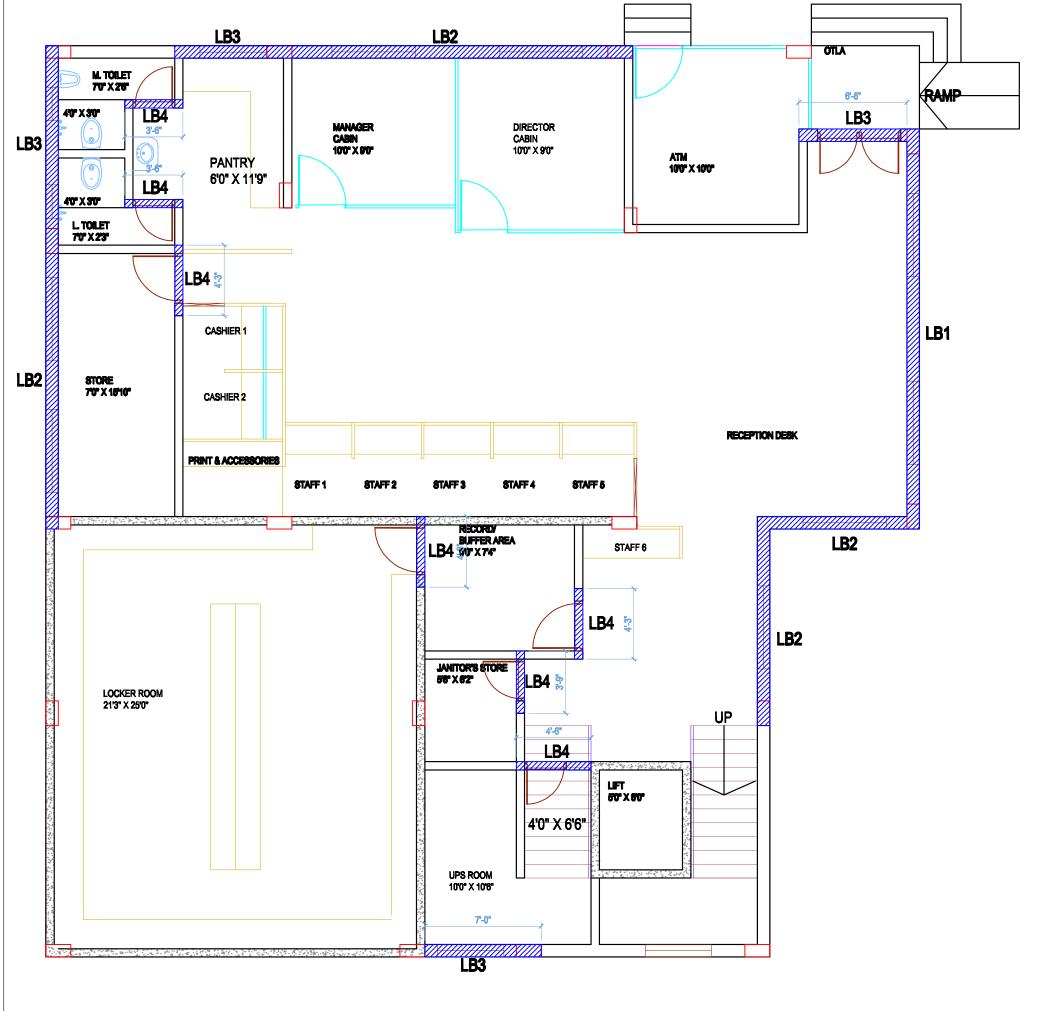
				QTY.	
TYPE	SIZE	LINTEL SILL F.F	SILL	F.F	DESCRIPTION
٥	3'-0" x 8'-0" 8'-0"	8'-0"	•	သ	T/W framed door
D1	2'-6" x 8'-0" 8'-0"	8'-0"	•	4	T/W framed door
D2	5'-0" x 8'-0" 8'-0"	8'-0"	•	1	T/W framed door
×	5'-0" x 5'-0" 8'-0" 3'-0" 8	8'-0"	3'-0"		Marble+Allu. slidding window
W1	4'-0" x 5'-0" 8'-0" 3'-0" 3	8'-0"	3'-0"		Marble+Allu. slidding window
<	2'-0" x 3'-0"	8'-0"	3'-0"	2	2'-0" x 3'-0" 8'-0" 3'-0" 2 Marble framed aluminium ventilation

NORTH		PROJECT FILE NO :-	DRG. No :-	COMMERCIAL BUILDING	
NORTH	ING ILS		VING IS THE PROPERTY OF Kalpesh M.Patel, AND IS NOT TO BE REPRODUCED, COPIED, HAN THIRD PARTY OR USED FOR ANY PURPOSE OTHER THAN FOR WHICH IT HAS BEEN MEANE		
	≥ ∢	DESIGNED BY :-	DRG. SCALE :-	DRAWING TITLE :- WORKING PLAN	
	4 –	MANAS	N.T.S	PROPOSED BANK BUILDING AT SR. NO 2035,2058	
	ж ш	DRAWN BY :-	DATE :-	PARNERA ,VALSAD. FOR	
	۵	MANAS	06-05-2025	AMIT DESAL.	
		CHECKED BY :-	APPROVED BY :-	DRG. CAD FILE NAME :-	
				Z:\DRAWING\2019 -2020\SBPP PARNERA AMIT 9924201132\Working plans	



SCHEDULE OFGROUND & PLINTH BEAM

DESI	OIZE.	REINFORCEMENT STEEL			DEMARKS	
	SIZE	TOP	воттом	BENT-UP	STIRRUPS	REMARKS
LB1	9" X 12"	2-10mm	2-12mm	2-12mm	8mm@6" C/C	LINTEL BEAM@8'0" BOTTOM
LB2	9" X 12"	2-10mm	2-12mm	1-12mm	8mm@6" C/C	LINTEL BEAM@8'0" BOTTOM
LB3	9" X 9"	2-12mm	2-12mm		8mm@6" C/C	LINTEL BEAM@8'0" BOTTOM
LB4	6" X 6"	2-12mm	2-12mm		8mm@6" C/C	LINTEL BEAM@8'0" BOTTOM



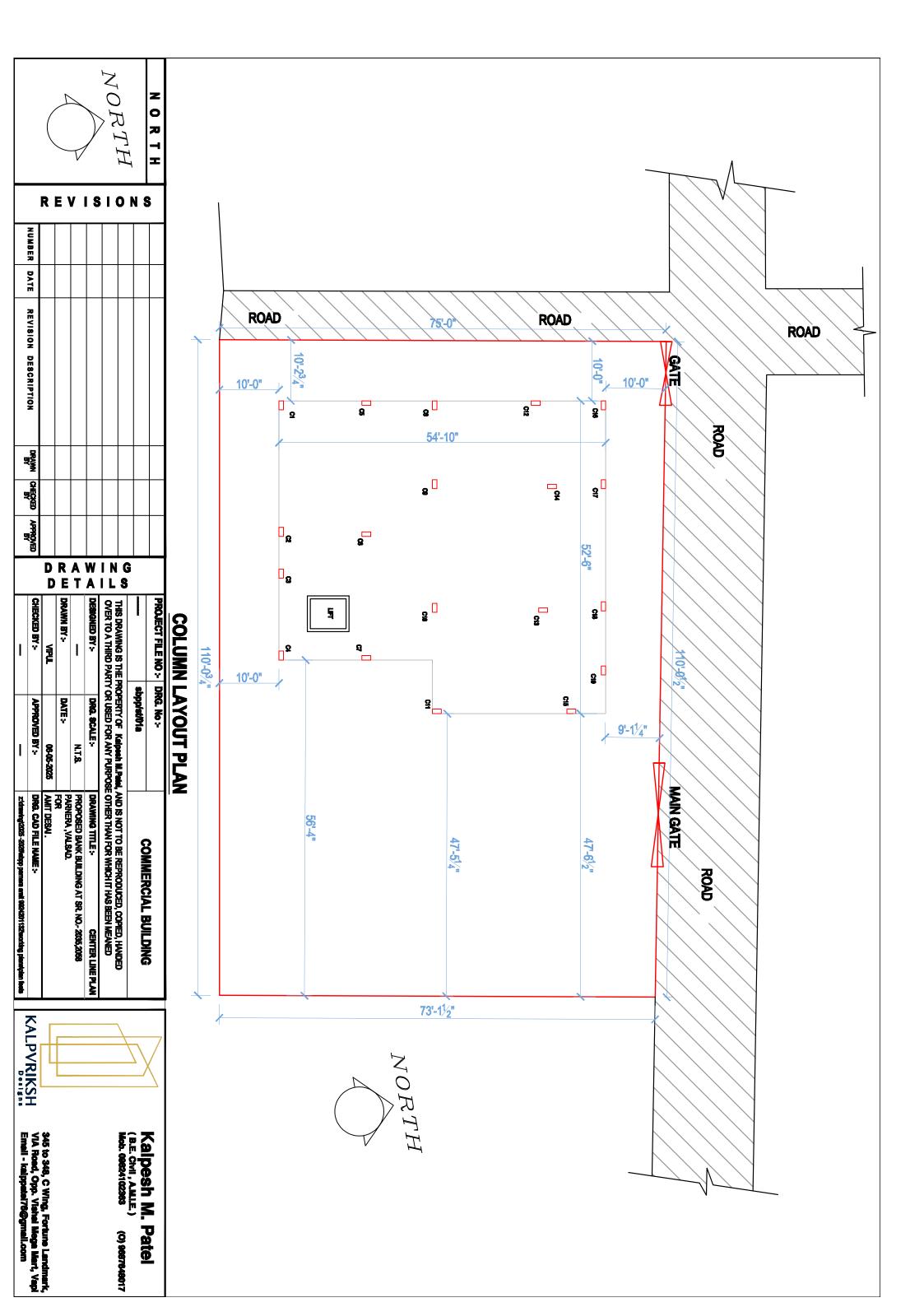
GROUND FLOOR LINTEL BEAM PLAN

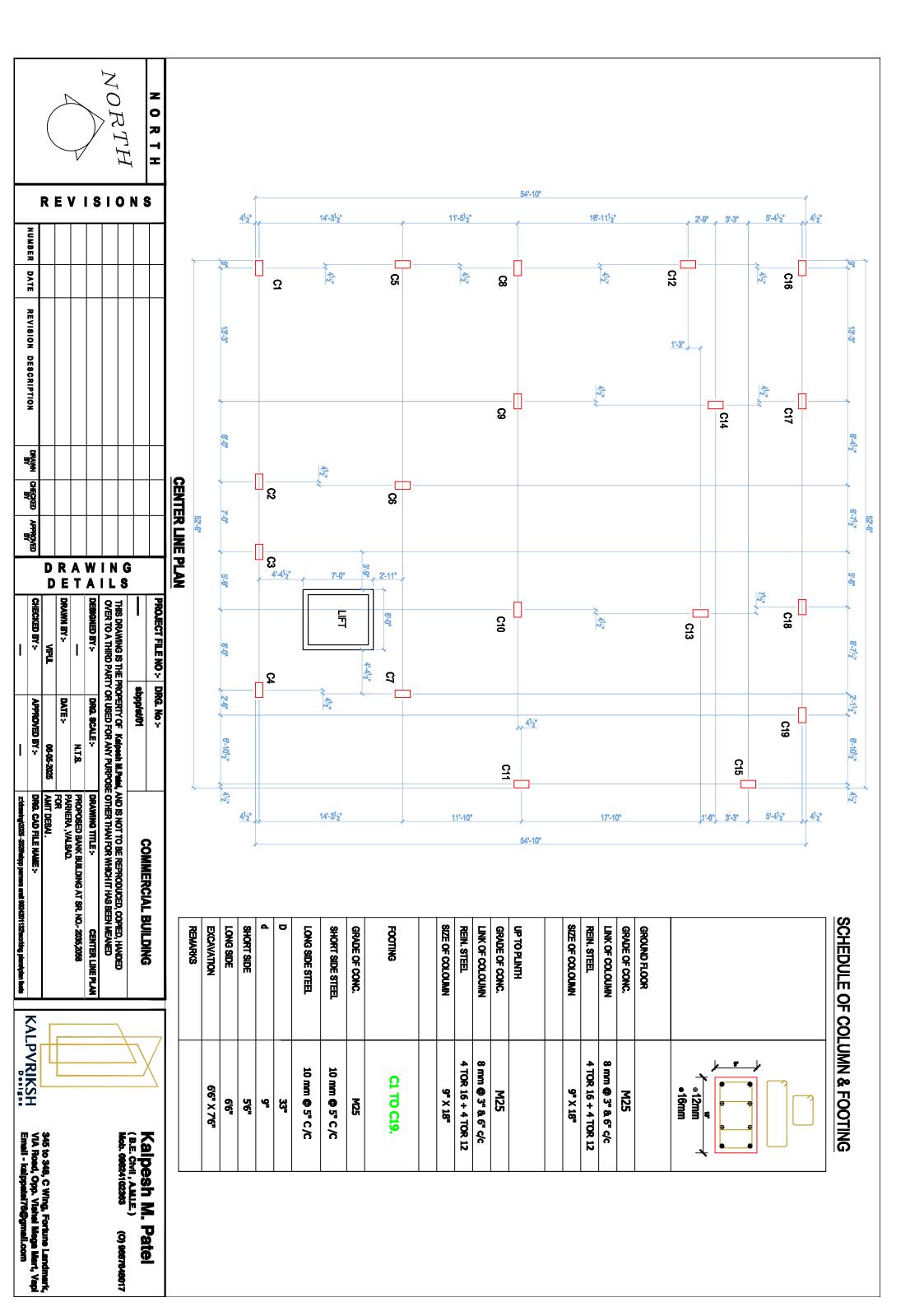
NORTH	PROJECT FILE NO :-	DRG. No :-	COMMEDIAL DUU DING
T T 4		sbpp/st/04	COMMERCIAL BUILDING
NOR^{TH}	THIS DRAWING IS THE PROPERTY OF Kaiposh M.Patal, AND IS NOT TO BE REPRODUCED, COPIED, HANDED OVER TO A THIRD PARTY OR USED FOR ANY PURPOSE OTHER THAN FOR WHICH IT HAS BEEN MEANED		
	✓ DESIGNED BY :-	DRG. SCALE :-	DRAWING TITLE :- GROUND FLOOR LINTEL BEAM PLAN
		N.T.S.	PROPOSED BANK BUILDING AT SR. NO 2035,2058
4 / [~]	DRAWN BY:-	DATE:-	PARNERA , VALSAD. FOR
	VIPUL	06-05-2025	AMIT DESAL.
	CHECKED BY :-	APPROVED BY :-	DRG. CAD FILE NAME :-
		-	z:kirawingi2025-2026abpp pamera amit 9924201132tworking plansiplan feets

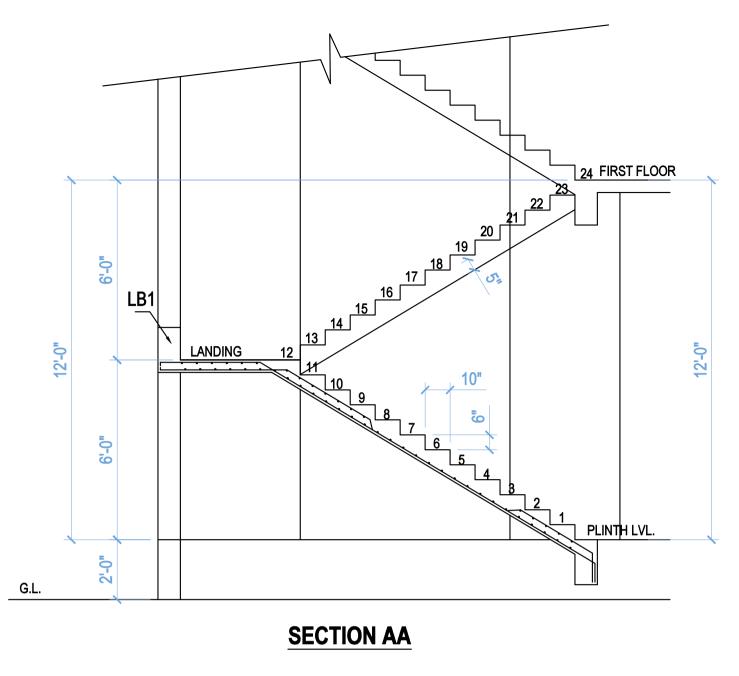


Kalpesh M. Patel (B.E. Civil, A.M.LE.) Mob. 09824102363 (O) 9687648017

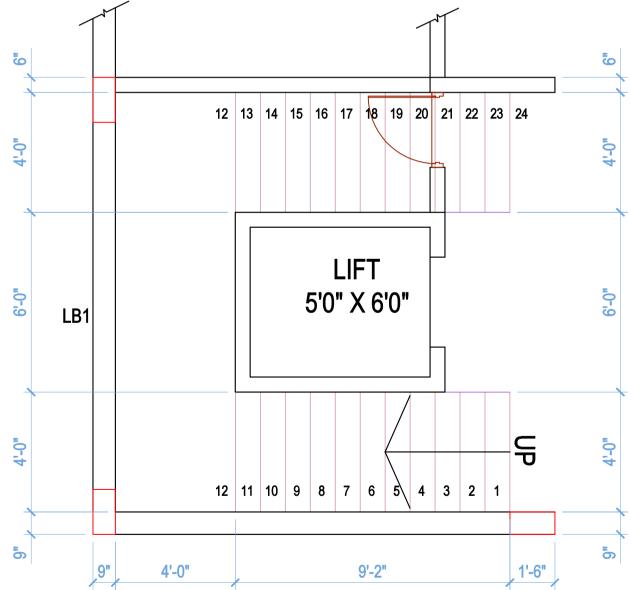
345 to 348, C Wing, Fortune Landmark, VIA Road, Opp. Vishai Mega Mart, Vapi Email - kaippatel76@gmail.com



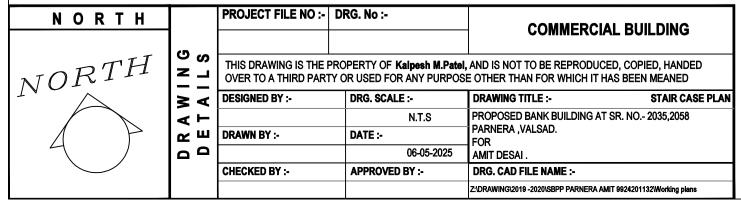








STAIR CASE PLAN





SCHEDULE OF LANDING BEAM

Kalpesh M. Patel (B.E. Civil, A.M.I.E.) Mob. 09824102363 (O) 96876

(O) 9687648017

345 to 348, C Wing, Fortune Landmark, VIA Road, Opp. Vishal Mega Mart, Vapi Email - kalppatel76@gmail.com

