NIT No.	
DATE	

SBI INFRA MANAGEMENT SOLUTIONS PVT. LTD., CIRCLE OFFICE, BHOPAL

INVITES TENDERS ON BEHALF OF SBI, A.O., INDORE THROUGH E-TENDERING PROCESS.

For the work of :

Proposed Interior and Furnishing Works at Rampura Branch, Mandsaur RBO, under AO, Indore.

(Interior Contractors who are on the panel of SBI, A.O., Indore in Category Interior& Furnishing Works (IAM)- Above Rs. 10 lacs upto Rs. 20 lacs and with SBI, Bhopal LHO in Category IE – work value from Rs. 10 lacs to Rs. 30 lacs; are only eligible).

Note : Contractor should possess valid Digital Signature for this E-Tender.

PART 'A' : TECHNICAL BID

Last date for submission of E Tender : 1500 hrs. (IST) on 24.12.2018.
Opening of E Tenders : 1530 hrs. (IST) on 24.12.2018.

Tender Submitted By :

Name of Vendor : _____

Address of Vendor : _____

_____

Date : _____

Vice President & Circle Head,
SBI INFRA MANAGEMENT SOLUTIONS PVT. LTD.
(A Wholly Owned Subsidiary of State Bank of India)
Circle Office,
Mezzanine Floor, SBI LHO Building,
Arera Hills, Hoshangabad Road,
BHOPAL - 462011 (M.P.)

Signature & Stamp of Contractor

C O N T E N T S

S.No.	Description/ Clause	Item No.
1	Notice Inviting Tenders	--
2	Tender Submission Form	--
6	Tender Form	1
7	Notice To Contractor	2
8	Articles of Agreement	3
9	Appendix To General Conditions of Contract	4
10	Index To General Conditions of Contract	5
11	General Conditions of Contract	6
12	Index To Special Conditions of Contract	7
13	Special Conditions of Contract	8
14	General and Technical Specifications	9
15	Mode of Measurements	10
16	Safety Code	11
17	Labour Laws and Rules	12
18	Technical Specifications for Interior Materials	13
19	Declaration	14

Signature & Stamp of Contractor

NOTICE INVITING TENDERS (NIT)

SBIIMS on behalf of SBI invites "online item rate E-tender" from the Empaneled contractors under appropriate category(Interior Contractors who are on the panel of SBI, A.O., Indore in Category Interior& Furnishing Works (IAM)- Above Rs. 10 lacs upto Rs. 20 lacs and with SBI, Bhopal LHO in Category IE – work value from Rs. 10 lacs to Rs. 30 lacs; are only eligible) for the captioned work.

The details of tender are as under:

S.No.	Particulars	Description
1.	Name of work	Proposed Interior and Furnishing Works at Rampura Branch, Mandsaur RBO, under AO, Indore.
2.	Nature of Work	Interior & Furnishing Works
3.	Time allowed for completion	**8 WEEKS**
4.	Cost of Tender Documents cum Application Fee	i) Rs. 4,000/- To be credited in the SBIIMS Ac. No. 37648595191, SBI, Madam Cama Road Branch, Mumbai. ii) Proof of crediting the amount such as counter foil, UTR no., etc. should be enclosed with the covering letter mentioning GST no.
5.	Earnest Money Deposit	**Rs. 16,500/- (Rupees sixteen thousand five hundred only) by means of Demand Draft / Pay Order** drawn **in favour of 'Vice President & Circle Head, SBI Infra Management Solutions Pvt. Ltd.' and payable at Bhopal.**
6.	Initial Security Deposit (ISD)	i) ISD @ 2% of contract amount including EMD. ii) Retention Money – Deductible in running bills @ 10% of the value of work and total deductable is 5% of value of work including ISD & EMD.
7.	Date & time of issue of Tender documents	11.12.2018 (1030 hrs.) to 24.12.2018 (1400 hrs.) at https://etender.sbi or https://www.sbi.co.in under procurement-news
8.	Last date & time for submission of online E-Tender, EMD and cost of tender document cum application fee.	24.12.2018 upto 1500 hrs.
9.	Address for submission of EMD & Cost of tender document application fee.	Vice President & Circle Head, SBI Infra Management Solutions Pvt. Ltd., Circle Office, Mezzanine Floor, SBI LHO Building, Arera Hills, Hoshangabad Road, BHOPAL - 462011 (M.P.) Ph. No. 0755-2572553

Signature & Stamp of Contractor

		e-mail id : headbho.sbiims@sbi.co.in
10.	Last date & time for opening of online E – Tender.	24.12.2018 by 1530 hrs.
11.	Place of opening tenders	Vice President & Circle Head, SBI Infra Management Solutions Pvt. Ltd., Circle Office, Mezzanine Floor, SBI LHO Building, Arera Hills, Hoshangabad Road, BHOPAL - 462011 (M.P.) Ph. No. 0755-2572553 e-mail id : headbho.sbiims@sbi.co.in
12.	Penalty Clause (Liquidated Damages)	0.50% of contract amount per weeks subject to max. 5% of contract value or final bill value would be strictly imposed.
13.	Defects liability period	12 Months from the date of Virtual Completion
14.	Validity of offer	90 days from the date of opening of Price-bid
15.	Terms of payment of Bills, if any (specify the minimum amount of work for payment of running account bills).	i) Rs. 7,00,000/- ii) No advance will be paid.
16.	Eligible taxes	i) Income Tax will be deducted at source as per Govt. Guidelines. ii) Payment of GST will be made as applicable. The contractor should comply with the following : Contractor should have GST registration no. Invoice should specifically/separately disclose the amount of GST levied at applicable rate as per GST provisions/Rules. In case of correction in the bills after scrutiny, contractor should submit fresh bills for payment. Contractor should timely file his GST return in accordance with GST provisions to enable the Bank to claim the credit of GST paid to the contractor. The GST no. of State Bank of I ndia for Madhya Pradesh is – 23AAACS8577K1ZX.
17.	Electronic Payment	Electronic payment should be preferred. All the contracto must furnish details such as : i) Name of their Bank ii) Name of their Branch iii) Account No. iv) Name of the account holder as in the Bank accoun v) IFSC No. of the Branch vi) PAN No.

Signature & Stamp of Contractor

18.	Agency for arranging e-tender/ online bidding	E_Procurement Technologies Limited, Ahmedabad. Email ID : aman.v@procuretiger.com shivam@auctiontiger.net Primary Contact No. : 079-68136824, 079-68136822 You are requested to contact the agency for further guidance for e-tendering.
19.	For further clarifications, if any	For technical matters, contact : Shri Z. Shah, SBIIMS, Indore. Ph. No. – 0731 - 2531803
20.	Any additional information	The quoted rate should be inclusive of materials, labour, wages, fixtures, transportation, installation, all taxes (but excluding GST), wastages, Octroi, machinery, temporary works such as scaffolding, cleaning, overheads, profit, statutory expenses, incidental charges and all related expenses to complete the work

21. The D.D./ B.C. of E.M.D. & cost of tender document cum application fee shall be submitted/received (otherwise the tender shall be summarily rejected) at the above mentioned address on or before the opening date/time of Tender. The contractor has to provide their E-mail id, contact nos. and postal address in the bid documents. Henceforth, all official communication form Bank/SBIIMS shall be through E-mail and SMS also. The SBIIMS reserves the right to cancel or postpone or modify the tenders at any stage without assigning any reason.

22. No conditions other than mentioned in the tender will be considered, and if given they will have to be withdrawn before opening of the price-bid.

23. The SBIIMS Pvt. Ltd. reserve their rights to accept or reject any or all the tenders, either in whole or in part without assigning any reason(s) for doing so and no claim / correspondence shall be entertained in this regard.

24. Tenders received without EMD and Cost of Tender Documents shall be summarily rejected and such tenders shall not be allowed to participate in the online price bidding process.

25. In case the date of opening of tenders is declared as a holiday, the tenders will be opened on the next working day at the same time.

26. SBIIMS Pvt. Ltd. has the right to accept / reject any / all tenders without assigning any reasons and no correspondence shall be entertained in this regard.

Yours Faithfully,

For & On-behalf of SBI Infra Management Solutions Pvt. Ltd.

Signature & Stamp of Contractor

TENDER SUBMISSION FORM

To,
Vice President & Circle Head,
SBI Infra Management Solutions Pvt. Ltd.,
Circle Office,
Mezzanine Floor, SBI LHO Building,
Arera Hills, Hoshangabad Road,
BHOPAL - 462011 (M.P.)

Dear Sir,

Having examined the site, drawings, specification, design and schedule of quantities relating to the works specified in the memorandum hereinafter set out and having visited and examined the site of the works specified in the said memorandum and having acquired the requisite information relating thereto as affecting the tender, I/We hereby offer to execute the works specified in the said memorandum at the rates mentioned in the attached Schedule of Quantities and in accordance in all respects with the specifications, design, drawings and instructions in writing referred to in conditions of tender, the Articles of Agreement, Special Conditions, Schedule of Quantities and Conditions of Contract and with such materials as are provided for by, and in all other respects in accordance with such conditions so far as they may be applicable.

MEMORANDUM

Description of work	Proposed Interior and Furnishing Works at Rampura Branch, Mandsaur RBO, under AO, Indore.
Earnest Money	**Rs. 16500/- (Rupees sixteen thousand five hundred only)** by means of Demand Draft / Pay Order from any scheduled Nationalized Bank drawn in favour of SBI Infra Management Solutions Pvt. Ltd. and payable at Bhopal..
Percentage, if any, to be deducted from Bills and total amount to be retained	10 % from Running Bills, subject to maximum Total 5% of contract amount or actual Final Bill value including EMD & Initial Security Deposit.
Time allowed for completion of the Works from fourteenth day after the date of written order or date of handing over (whichever is later) to commence the work	8 Weeks

Signature & Stamp of Contractor

I / We have deposited a sum of **Rs. _____/- (Rupees _____ only)** of the total tender amount as Earnest Money with the SBI Infra Management Solutions Pvt. Ltd. which amount is not to bear any interest. Should I / We fail to execute the Contract when called upon to do so I / We do hereby agree that this sum shall be forfeited by me/us to SBI Infra Management Solutions Pvt. Ltd.

1) Our Bankers are:

i)

ii)

The names of partners of our firm are:

i)

ii)

Name of the partner of the firm

Authorised to sign

Or

(Name of person having Power of
Attorney to sign the Contract.
(Certified true copy of the Power of
Attorney should be attached)

Yours faithfully,

Signature of Contractors.

Signature and addresses of Witnesses

i)

ii)

Signature & Stamp of Contractor

1. *TENDER FORM*

PROJECT: PROPOSED INTERIOR & FURNISHING WORKS FOR STATE BANK OF INDIA, at Rampura Branch, Mandsaur RBO, under AO, Indore.

Dear Sir(s),

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

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

I/We are depositing as Earnest Money a sum of Rs. _____ /- (Rupees _____ Only) in favor of " SBI Infra Management Solutions Pvt. Ltd." payable at BHOPAL. along with this tender for due execution of the work at my/our tendered rates together with any variations which shall be adjusted by the employer's at prices based on our tendered rates. I/We shall deposit further sum equivalent to 2% of tender amount, less EMD paid in the event of my/our tender being accepted, towards initial security deposit.

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

I/We further agree to complete the work covered in the said schedule of quantities within 8 weeks from the 7th day reckoned from the date of issue of the work order to commence the work or on which contractor is instructed to take possession of the site, whichever is later.

I/We agree not to employ Sub-contractors other than those that may be specifically approved by employer's.

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

Signature & Stamp of Contractor

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

Yours faithfully,

Contractor"s Signature

Address: Date:

_____
_____
_____
_____

Signature & Stamp of Contractor

2. NOTICE TO CONTRACTOR

ADDRESS:

_____

_____

_____

PROJECT: PROPOSED INTERIOR & FURNISHING WORKS FOR STATE BANK OF INDIA, A T Rampura Branch, Mandsaur RBO, UNDER AO, INDORE.

REF : INTERIOR & FURNISHING WORKS

Dear Sirs,

2.1. On behalf of our clients, **M/s SBIIMS BHOPAL**, we have pleasure in inviting you to tender for the aforesaid work.

2.2. *The scope of work broadly as given below is for* ***Proposed Interior & Furnishing Works at Rampura Branch, Mandsaur RBO, under AO, Indore.***

2.3. Tenders should be submitted online in the website https://etender.sbi/. *In addition, scanned copy of the declaration given in the last page signed with seal and scanned proof of empanelment and its validity should be submitted online with our service provider on the website at: https://etender.sbi/* The tender document is not required to be sent to us in hard copy. The Tender documents with acceptance of all terms and conditions strictly as described in this tender document will be submitted online through M/s e-Procurement Technologies Ltd., Ahmedabad, the out sourcing agency approved by the Bank for e-tendering on the website https://etender.sbi/

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

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

2.6. The tender documents must be filled in English and all the entries must be made by hand and written in ink. If any of the documents are missing or un-signed, the tender shall be considered invalid.

2.7. Each and every one of all erasures and additions/alterations made, while filling the tender, must be attested by initials of the tenderer. Over-writing of figures must be attested by initials of the tenderer.

Signature & Stamp of Contractor

Overwriting of figures is not permitted. Failure to comply with either of these conditions will render the tender void. After submission of the tender no advice or any change in rate or conditions will be entertained. All the rates should be quoted both in figures and words. In-case of any discrepancy in rates quoted in words/figures and the amounts, the rate quoted in words shall be taken as final and binding.

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

2.9. TOTAL SECURITY DEPOSIT : shall comprise of:

a. Earnest Money deposit

b. Initial Security deposit

c. Retention money

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

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

2.9.3. Together with the money paid under clause 2.9.2 above, further retention of 10% of the value of the work done will be deducted from every running bill, till total retention, including EMD and initial SD paid earlier, comes to 5% of the contract value, and same shall be held by the Bank as Total Security Deposit. On the SBIIMS/Architect"s certifying the completion of work, 50% of the total security deposit shall be released to the contractor along with the final certificate of payment, and the balance amount will be retained in the manner stated elsewhere for a further period of twelve months after the completion date recorded in completion certificate, issued by the SBIIMS/Architects and agreed to by the Bank.

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

2.11. All compensation or other sums of money payable by the contractors to the clients, under the terms of this contract, may be deducted from the Security Deposit or from any sum that may be or may become

due to the contractor on any account whatsoever, and in the event of the Security deposit being reduced by reasons of any such deductions, the contractor shall within 15 days of being asked to do so make good in cash or cheque, any sum which have been deducted from his security deposit.

2.12. The rates quoted by the Contractor shall include all eventualities, such as heavy rain, sudden floods, accidents, fire, riots etc., which may cause damage to the executed work or which may totally wash out the work. Until the completion certificate is issued to the Contractors, neither the SBIIMS/Architect nor the clients will be responsible for such damage or wash out of the construction work.

2.13. Time is the essence of the contract. The work should be completed **within 8 weeks** from the date of commencement. The date of commencement shall be within ONE day after confirmation.

a) One weeks from the date of issue of work order.

Or

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

Or

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

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

2.14. If the contractor fails to complete the work by the Scheduled date of completion or within any sanctioned extended time, he will have to pay liquidated damages at the rate of ½% of contract amount for each week of delay the work remains incomplete beyond the completion (Original/extended date), subject to maximum of 5% of the contract value (without extra items) as per clause 31 of the General conditions of contract.

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

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

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

2.18. No employee of the bank or SBIIMS is allowed to work as a contractor for a period of two years of his retirement from bank service, without the previous permission of the bank or SBIIMS. This contract is liable

to be canceled, if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the bank or SBIIMS as aforesaid before submission of the tender or engagement in the contractor"s service.

2.19. The tenderer, apart from being a competent contractor must associate himself with agencies of the appropriate class who are eligible to tender for (1) Electrical (2) Air conditioning works (3) Fire fighting systems & (6) Interiors (fixed furniture), as the case maybe.

2.20. Release of Security Deposit:

i) 50% of the total Security Deposit will be released along with the final certificate of payments as stipulated under clause 6.35 of General Conditions of contract.

ii) Balance 50% of Retention money will also be released as noted under (i) above, subject to submission of a Bank Guarantee, to the satisfaction of SBI for an equivalent amount. This Bank Guarantee shall be valid upto completion of defects/removal liability period plus 3 months.

Signature & Stamp of Contractor

3. ARTICLES OF AGREEMENT

(On non-judicial Stamp Paper of Rs. 500/- or as per latest Govt. Rules)

NAME OF WORK : Interior & Furnishing Works for STATE BANK OF INDIA, at Rampura Branch, Mandsaur RBO, under AO, Indore.

Articles of agreement made at BHOPAL, this _____day of_____2018 between The ***Vice President & Circle Head,*** **SBI INFRA MANAGEMENT SOLUTIONS PVT. LTD.,** Circle Office, Mezzanine Floor, SBI LHO Building, Arera Hills, Hoshangabad Road, BHOPAL - 462011 (M.P.) *(herein after called the employer which expression shall include its successors and assignees)* of the one part and

M/s _____

(herein after called the contractors which expression shall include its successors and assignees) of the other part.

Whereas the employer desires to get the above mentioned work namely Interior & Furnishing Works for STATE BANK OF INDIA, **at Rampura Branch, Mandsaur RBO, under AO, Indore,** as envisaged in tender documents dated _____ , schedule of quantities, specifications and the drawings.

And whereas the Contractor agreed to execute upon and subject to conditions set forth herein and to the conditions set forth in special conditions and in schedule of quantities, specifications, conditions of contract, drawings etc., *(all of which are collectively hereinafter referred to as the said conditions)* at the respective rates therein set forth amounting to the sum as herein arrived at or such sum as shall become payable there under *(herein after referred as the said contract sum)*

Now it is hereby agreed as follows :

1. In consideration of the said contract amount to be paid at the times and manner setforth in the said conditions the contractor shall upon and subjected to the said conditions and complete the work shown upon the said drawings and described in the specifications and schedule of quantities.

2. The employer will be pay the contractor a sum of Rs._____

Signature & Stamp of Contractor

(Rupees _____ only) herein after referred to as the contract sum or such other sum as shall become payable at the times and in the manner specified in the said conditions.

3. The said conditions and appendix thereto shall be read and construed as forming part of this agreement and parties hereto shall respectively abide by, subject to themselves to the said conditions and perform agreements on their part respectively in the said conditions contained.

4. The following documents shall be deemed to form and read and construed as part of this agreement :

a) Notice Inviting Tenders. (NIT)
b) Tender Form.
c) Tender Document (Technical Bid Document & Price Bid Document)
d) General Conditions of Contract.
e) Special Conditions of Contract.
f) Technical Specifications.
g) Drawings.
h) Employer"s letter of intent no _____.
i) Contractors letter of acceptance.

5. This contract is neither a fixed lump sum contract nor a piece work contract but a contract to carry out the work in respect of the entire building to be paid for according to actual measured quantities at the rates contained in schedule of quantities in the said conditions.

6. The Employer reserves to himself the right of altering the drawings and nature of work by adding or omitting any items of work having portions of the same carried out through the other agencies without prejudice to this contract.

7. The time shall be considered as essence of this contract and the contractor hereby agrees to commence the work from the _____(which shall be considered as the date of commencement of the work) and to complete the entire work within 8 weeks from the date of commencement. The work shall throughout the stipulated period of contract, be proceeded with all due diligence and if the contractor fails to complete the work within the specified period, he shall be liable to pay compensation as provided in clauses of the special conditions of contract.

8. The Contractor shall afford every reasonable facility for the carrying out of all works relating to civil works, installation of lifts, Telephone, electrical installations, fittings air-

Signature & Stamp of Contractor

conditioning and other ancillary works in the manner laid down in the said Conditions, and shall make good any damages done to walls, floors, etc. after the completion of his work.

9. The SBIIMS Pvt. Ltd. reserves to itself the right of altering the drawings and nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this Contract.

10. Time shall be considered as the essence of this Contract and the Contractor hereby agrees to commence the work soon after the Site is handed over to him or from 14th day after the date of issue of formal work order as provided for in the said Conditions whichever is later and to complete the entire work within 8 **WEEKS** subject to nevertheless the provisions for extension of time.

11. All payments by the SBI under this Contract will be made only at Bhopal.

12. All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen at Bhopal and only the Courts in Bhopal shall have jurisdiction to determine the same.

13. That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor.

IN WITNESS WHEREOF THE SBIIMS PVT. LTD. and the Contractor have set their respective hands to these presents and two duplicates hereof the day and year first hereinabove written.

SIGNATURE CLAUSE

SIGNED AND DELIVERED by the

_____ By the
(Employer)

hand of Shri _____

(Signature of Employer)

Name & Designation : _____

_____

In the presence of :

(Signature of Witness)

1) Shri / Smt. _____

Address _____

_____

(Witness)

Signature & Stamp of Contractor

SIGNED AND DELIVERED by the

_____ by the
(Contractor) (Signature of Contractors)

in the presence of :
Shri / Smt. _____ (Signature of Witness)

Address _____
_____
_____
(Witness)

4. APENDIX TO GENERAL CONDITIONS OF CONTRACT

1	Earnest Money Deposit(EMD)		Rs. 16500/-
2	Initial Security Deposit (ISD)		2% of contract value including EMD.
3	Period of Completion		8 Weeks
4	Defect Liability period		12 months after completion as recorded in the completion certificate.
5	Agreed Liquidated Damages		0.5 % of contract amount per week of delay subject to maximum of 5% of contract value.
6	Period of final Measurement		Three months after completion as recorded in the completion certificate.
7	Minimum value of work to be executed for issue of interim Certificate for making payment		Rs. 7 lacs
8 (a)	Retention money from each bill		10% of gross value of each interim bill, subject to 8(b) below.
(b)	Total Retention money including EMD and		5% of the final bill Value
9	Release of Security Deposit after Completion		50% of the total security to be released along with final certificate of payment, but only after removing all his materials, equipment, labour , huts, temporary sheds/stores/ all his installations, machinery etc. from the site. Balance payment to be released after the completion of defect liability period of 12 months and after repairs/correction of all defects.

Witness:

Date :

Signature & Stamp of Contractor

5. INDEX TO GENERAL CONDITIONS OF CONTRACT

6.1. Interpretations

6.2. Scope of Contract

6.3. Drawings and Specifications

6.4. Schedule of Quantities

6.5. Sufficiency of Schedule of Quantities

6.6. Errors in schedule of Quantities

6.7. Contractor to provide everything necessary

6.8. Authorities, Notices, Patent rights and royalties

6.9. Materials and workmanship to conform to description.

6.10. The setting out

6.11. Removal of all offensive matters

6.11.1 Opening up works

6.12. Contractor"s superintendence and representative on the work

6.13. Dismissal of workmen

6.14. Access to works

6.15. Employer"s representative / PMC

6.16. Assignment of sub-letting

6.17. Sub contractors

6.18. Variations not to vitiate contract

6.19. Measurement to works

 Signature & Stamp of Contractor

6.20. Prices of Extras etc., Ascertainment of

6.21. Unfixed materials

6.22. Removal of improper work and materials

6.23. Defects after completion

6.24. Certificate of virtual completion

6.25. Other persons engaged by the Employer

6.26. Insurance in respect of damage to persons and property

6.27. Contractor"s All risk policy

6.28. Minimum amount of third party Insurance

6.29. Commencement and completion

6.30. Delay and extension of time

6.31. Damages for Non-completion

6.32. Failure by contractor to comply with SBIIMS/Architect"s instructions

6.33. Supervision of works

6.34. Prime cost and provisional sums

6.35. Certificates and payments

6.36. Notices

6.37. Termination of contract by the Employer.

6.38. Termination of contract by the contractor.

6.39. Settlement of dispute (Arbitration)

6.40 Miscellaneous terms & conditions

Signature & Stamp of Contractor

6. GENERAL CONDITIONS OF CONTRACT

6.1.
INTERPRETATIONS:

In constructing these conditions and the specifications, schedule of quantities and contract agreement, the following words shall have the meaning herein assigned to them except where the subject or context otherwise required:
a. "Employer" shall mean Sr. Vice President, SBIIMS – BHOPAL

b. and shall include his/their heirs, legal representatives, assignees and successors.

c. "Contractor" shall mean M/s _____
and shall include his/their heirs, legal representatives, assignees and successors.

d. "SBIIMS Engineer" shall mean any Engineer who is employed by SBIIMS or any other Engineer appointed from time to time by the Employer, and certified in writing to the Engineer and the contractor

e. "Works" shall mean the works to be executed in accordance with contract specifications, quantities etc. f. "Contract" shall mean the Articles of Agreement, the General Conditions, Special Conditions, the Appendix, the Schedule of Quantities, Specifications and drawings, work order etc., attached hereto and duly signed.

g. "Contract Price" shall mean the sum named in the Tender, subject to such amount additions thereto or
deductions there from as may be made under the provisions, hereinafter contained.

h. "Site" shall mean the Premises, on which the works are to be, provided, by the Employer for the purpose
of the
Contract.

j. "Drawings" shall mean the drawings referred to in the contract etc., and any modifications of such drawings approved in writing by the SBIIMS Engineer and such other drawings as may from time to time be furnished or approved in writing by the Employer.

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

m."Act of Insolvency" shall mean any Act of Insolvency as defined by the Presidency Towns Insolvency Act,

or the Provincial Insolvency Act or any act amending such original.

n. " Net Prices" if in arriving at the Contract Amount, the contractor has added to or deducted from the total of the items of the Tender any sum, either as a percentage or otherwise, then the net price of any items, in the tender, shall be the sum arrived at by adding to or deducting from the actual figure appearing in the Tender, as the price of that item, a similar percentage or proportionate sum. Provided always that in determining the percentage or proportion of the sum so added or deducted by the contractor, the total amount of any Prime cost items and provisional sums of money shall be deducted from the total amount of the Tender. The expression "net rates" or "net prices" when used with reference to the contract or account shall be held to mean rates or prices so arrived at.

p. "Virtual Completion" shall mean that the building is in the opinion of the Employer, sufficiently completed for
occupation by the Employer, in relation to the scope of work of this contract.

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

6.2. **SCOPE OF CONTRACT:**

The contractor shall carry out and complete the said work in every respect in accordance with this contract with the directions of and to the satisfaction of the Employer., with the approval of the Employer, may issue further drawings and/or written instructions, details, directions in regard to:
a. The variations or modifications of the designs, quality or quantity of works or the addition or omission or substitution of any work.

b. Any discrepancy in the drawings or between the Schedule of Quantities/ or drawings and/or specifications etc.

c. The removal and/or re-execution or any works executed by the contractor.

d. The removal from the site of any material brought there on by the contractor, and the substitution of any other material there from.

e. The dismissal from the works of any person employed hereupon.

f. The opening up for inspection of any work covered up.

g. The amending and making good of any defects under clause 6.22 "Removal of Improper works and Materials".

The contractor shall forthwith comply and fully execute any work comprised in such SBIIMS/Architect"s instruction, provided always that instructions, directions and explanations given to the contractor or his representative upon the works by the SBIIMS/Architect shall, if involving a variation, be confirmed in writing by the contractor or within 7 days, and if not dissented from in writing within further 7 days by the SBIIMS/Architect, such shall be deemed to be the SBIIMS/Architects instructions within the scope of contract.

If compliance with the SBIIMS/Architect's instructions as aforesaid involved work and/or expense and/or loss beyond that contemplated by the contract, then unless the same were issued owing to some breach of this contract by the contractors, the employer shall pay to the Contractor on the SBIIMS/Architect's certificate, the price of the said work (as an extra to be valued as herein after provided) and/or expense and/or loss.

6.3. **DRAWINGS AND SPECIFICATIONS:**

The works shall be carried out to the entire satisfaction of the EMPLOYER and the SBIIMS/Architect, in accord ance with the signed contract document, drawings and specifications and such further drawings and details as may be provided by the SBIIMS/Architect, and in accordance with such written instructions, directions and explanations, as may from time to be given by the SBIIMS/Architect and the SBIIMS, whose decision as to the sufficiency and quality of the work and materials shall be final and binding on the contractor. If the work shown on any such further drawings or work that may be necessary to comply with any such instructions, directions or explanations, be in the opinion of the contractor outside the scope of work or reasonably could not be inferred from the contract, he shall before proceeding with such work, give notice in writing to this effect to the SBIIMS/Architect and the SBIIMS, and in the event of the SBIIMS/Architects and the SBIIMS agreeing to the same in writing, the contractor shall be entitled to an allowance in respect of such extra work as an authorized extra. If the SBIIMS/Architect and the contractor fail to agree, as to whether or not there is an extra, then, if the SBIIMS/Architect decided that the contractor is to carry out the said work, the contractor shall do so, and the question whether or not there is any extra and if so, the amount thereof, shall failing agreement be settled by Arbitration as hereinafter provided, but such reference shall in no way delay the fulfillment of this contract.

No drawing shall be taken as in itself an order for variation, unless in addition to the SBIIMS/Architect"s signature, it bears express works stating that it is intended to be such an order or bears a remark "VALID FOR CONSTRUCTION" No claim for payment for extra work shall be allowed, unless the said work shall have been executed under the provisions of clause 8 (Authorities, notices, patents, r ights and royalties) or by the authorities, of directions in drawing of the SBIIMS/Architect as herein mentioned.

One complete set of the signed drawings and a copy of contract document (specifications and schedule of quantities etc) shall be furnished by the SBIIMS/Architect to the contractor. The SBIIMS/Architect shall furnish within such time as he may consider reasonable, one copy of any additional drawings, which in his opinion may be necessary for the execution of any part of the work. Such copies shall be kept at the w orks, and the SBIIMS/Architect or hiss representatives shall, at all reasonable times have access to the same and shall be returned to the SBIIMS/Architect by the Contractor, before the issue of the final certificate. The original contract documents shall remain in the custody of employer.

Please refer clause 8.33 of Special conditions of contract.

6.4. **SCHEDULE OF QUANTITIES:**

The Schedule of Quantities unless otherwise stated shall be deemed to have been prepared in accor dance with the Standard Procedure of the SBIIMS/Architects and shall be considered to be approximate and no liability shall attach to the SBIIMS/Architect for any error/variations that may be discovered therein.

Please refer Clause 8.4, 8.5, and 8.37 of Special conditions of contract.

6.5. SUFFICIENCY OF SCHEDULE OF QUANTITIES:

The contract shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the prices stated in the schedule of Quantities and/or the Schedule of Rates and Prices, which rates and prices shall cover all things necessary for the proper completion of the works.

Please refer clauses 8.4, 8.5 and 8.36 of Special Conditions of Contact.

6.6. ERRORS IN SCHEDULE OF QUANTITIES:

Should any error appear in the Schedule of Quantities, other than in the Contractor"s prices and calculations, it shall be rectified and such rectification shall not vitiate the contract but shall constitute a variation of the contract and be dealt with as an authorised extra or deduction.

6.7. CONTRACTOR TO PROVIDE EVERYTHING NECESSARY:

The contractor shall provide everything necessary for the proper execution of works according to the true intent and meaning of the drawings, specifications and the Schedule of Quantities etc., taken together, whether the same may or may not be particularly shown or described there in, provided the same can be inferred therefrom. The several document forming the contract are to be taken as mutually explanatory to one another; detailed drawings and figured dimensions in preference to scale, and special conditions in preference to General conditions and particular specifications in preference to General specifications.
In case of discrepancy between the Schedule of Quantities, the specifications and/or the drawings, the following order of preference shall be observed:-

i) Description of Schedule of Quantities.
ii) Particular specifications and special condition, if any.
iii) Drawings.
iv) C.P.W.D. specifications.
v) Indian Standard specifications of B.I.S.

If there are varying or conflicting provisions made in any document forming part of the contract, the SBIIMS/Architect shall be the deciding authority, with regard to the intention of document and his decision shall be final and binding on the contractor.

Any error in description, quantity or rate 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 expressed therein according to drawings and specifications or from any of his obligations under the contract.

The contractor shall make his own arrangements for providing water, for carrying out the work, at
his own cost. If water from any source other than Municipal main is to be used for construction, the same shall be tested at the contractor"s cost, and a report submitted to the SBIIMS/Architect for his approval, before such water is used for the works. Temporary

Electrical connections shall be obtained by the contractor to facilitate execution and completion of work at their cost and all the charges there of should be borne by them.

The contractor shall supply, fix and maintain at his cost, during the execution of any works, all the necessary scaffolding, staging, hoarding, watching and lighting during nights as well as by day required not only for the proper execution and protection of the said works, but also for the protection of the public and the safety of any adjacent road, streets, cellars, vaults, pavements, walls, houses, buildings and all other erections, matters or things. The Contractor shall take down and remove any or all such scaffolding, staging, etc., as occasion shall require or when ordered or so to do, and shall fully reinstate at his own cost and make good all the matters and things disturbed during the execution of the works to the satisfaction of the SBIIMS/Architects.

Please refer clause 8.7 of Special conditions of contract.

6.8. AUTHORITIES, NOTICES, PATENT RIGHTS AND ROYALTIES:

The contractor shall conform to the provisions of the statutes relating to the works, and to the regulation and by laws of any local authority, and of any water, lighting and other companies or authorities, with whose systems the structures are proposed to be connected; and shall before making any variation from the drawings or specifications, that may be necessitated by so conforming, give to the SBIIMS/Architects a written notice, specifying the variations proposed to be made and the reason for making it and apply for instruction thereon. In case, the contractor shall not within ten days receive such instructions, he shall proceed with the work conforming with the provisions, regulations or by laws in question.

The contractor shall bring to the attention of the SBIIMS/Architect all notices required by the said acts, regulations or bylaws to be given to any authority, and pay to such authority or to any Public Officer all fees that may be properly chargeable in respect of the works, and lodge the receipts with the SBIIMS/Architects.

The contractor shall indemnify the Employer against all claims in respect of patent rights, designs, trademarks or name or other protected rights in respect of any constructional plant, machine, work or material used for or in connection with works or temporary works and from and against all claims, demands, proceedings, damages, costs, charges, and expenses whatsoever in respect thereof or in relation thereto. The Contractor shall defend all actions arising from such claims, unless he has informed the SBIIMS/Architects, before any such infringement and received their permission to proceed, and shall himself pay all royalties, license fees, damages, cost and changes of all and every sort that may be legally incurred in respect thereof.
Please refer clause 8.20 of special conditions of contract.

6.9. MATERIALS AND WORKMANSHIP TO CONFORM DESCRIPTION:

All materials and workmanship shall, so far as procurable be of the respective kinds specified in the Schedule of Quantities and/or specifications and in accordance with the SBIIMS/Architect"s instructions and the contractor shall on the request of the SBIIMS/Architects furnish to them all invoices, accounts, receipts and the other vouchers to prove that the materials comply therewith. The contractor shall at his own cost arrange for and/or carry any test of any materials, which the SBIIMS/Architect & Employer may require. The costs of materials used for testing, packing, transportation and testing shall be borne by the contractor and his quoted rates/amounts shall include all such expenses/contingencies.

6.9.1. In case of non-availability of specified Make/brand of any material the alternate make/brand will be given by the Employer/SBIIMS/Architect.

6.10. THE SETTING OUT:

The Contractor shall at his own expense, set out the works accurately in accordance with the plans and to the complete satisfaction of the SBIIMS/Architect. The Contractor shall be solely responsible for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions and alignment of all parts thereof. If at any time any error shall appear during the progress or on completion of any part of the work, the contractor shall at his cost rectify such error if called upon to the satisfaction of the SBIIMS/Architects/Employer. The work shall from time to time be inspected by the SBIIMS/Architect and/or his representatives, but such inspections shall not exonerate the contractor in any way from his obligation to remedy any defects, which may be found to exist at any stage of the work or after the same is completed, at his own cost.

6.11. **REMOVAL OF ALL OFFENSIVE MATTERS:**

All debris arising out of the work shall be disposed off as per the rules and regulations of the Local authorities concerned.

6.11.1 **OPENING UP WORKS:**

In the event of the SBIIMS/Architect / Employer feels that the work is not carried out as per tender specifications, contractor at his cost shall open the concealed work at his cost for which no Extra cost will be paid.

6.12. **CONTRACTOR'S SUPERINTENDENCE & REPRESENTATIVE ON THE WORKS :**

The contractor shall give all necessary personal superintendence during the execution of the works and so long thereafter as the SBIIMS/Architect may consider it necessary until the expiration of the "Defects Liability Period" stated in clause 25. The Contractor shall meet the SBIIMS/Architect or his representative, whenever required and so informed by the SBIIMS/Architect.

The Contractor shall maintain and be represented at site at all times, while the work is in progress, by a responsible and efficient foreman, approved by the SBIIMS/Architect and who must thoroughly understand all the trades entailed and be constantly in attendance while the men are at work. Any directions, explanations, instructions or notices give by the SBIIMS/Architect & Employer to such foreman shall be deemed to have been given to the contractor and shall be binding as such on the contractor. The Foreman shall be thoroughly conversant with the Hindi/English language and should be able to read, write and speak Hindi/English.

6.13. **DISMISSAL OF WORKMEN:**

The contractor shall on the request of the SBIIMS/Architect and Employer immediately dismiss from the works any person employed thereon who may, in the opinion of the SBIIMS/Architect and Employer be unsuitable or incompetent or who may misconduct himself and such person shall not again be employed or allowed on the works without the permission of the SBIIMS/Architect & Employer.

6.14. **ACCESS TO WORKS:**

The SBIIMS/Architect, the Employer and any person authorised by them shall at all reasonable times have free access to the works and to the workshops, factories or other places where materials are being prepared or constructed by the contract and also to any place where the materials are lying or from which they are being obtained. The Contractor shall give every facility to the SBIIMS/Architect and the Employer and their representatives for inspection and examination and te st of the materials and workmanship. No person, unless authorised by the SBIIMS/Architect or the Employer, except the representatives of Public authorities, shall be allowed on the works at any time. If any work is to be done at a place other than the site of works, the contractor shall obtain the written permission of the SBIIMS/Architect for doing so.

6.15. **EMPLOYER'S REPRESENTATIVE/ PMC:**

The Employer may appoint an assistant to the Engineer, any Site Engineer or Project Management SBIIMS/Architect/ (PMC), who shall be the representative of the Employer. The duties of the Employer"s representatives are to watch and supervise the works and to test any materials to be used and of workmanship employed in connection with the works. He shall have no authority either to relieve the contractor of any of his duties or obligations under the contract, or except those expressly provided hereunder, to order any work involving delay or any extra payment by the Employer or any variation of or in the works.

The contractor shall afford the Employer"s representative every facility and assistance for examining
the works and materials and checking and measuring item and materials. Neither
the
Employer"s representative nor any assistant to the SBIIMS/Architect shall have power to revoke, alter, enlarge or relax the requirements of this contract, or to sanction any new-work, additions, alterations, deviations or omissions unless such an authority may be specially conferred by a written order of the SBIIMS/Architect and Employer.

The Employer"s representative shall have to give notice to the Contractor or his representation about the non-approval of any work or materials and such works shall be suspended or the use of such materials should be discontinued until the decision of the SBIIMS/Architect is obtained. The work will from time to time be examined by the SBIIMS/Architect or the Employer"s representative, but such examinations shall not in any way exonerate the contractor from the obligation to remedy any defects, which may be found to exist at any stage of the work or after the same is completed. Subject to the limitations of the clause, the contractor shall take instructions only from the SBIIMS/Architect and Employer.

6.16. **ASSIGNMENT OF SUB-LETTING:**

The works included in the contract shall be executed by the contractor and the contract or shall not directly or indirectly transfer, assign or underlet the contract or any part/share thereof or interest

therein without the written consent of the SBIIMS/Architect and Employer, and no undertaking shall relieve the contractor from the full and entire responsibility of the contract or from active superintendence of the works during their progress.

6.17. **SUB-CONTRACTORS:**

All specialists, merchants, tradesmen, and others, executing any work or supply and fixing any goods for which prime cost prices or provisional sums are included in the Schedule of Quantities and/or specifications, who may be nominated or selected by the SBIIMS/Architect and employer and hereby declared to be sub-contractors employed by the Contractor, are herein referred to as nominated sub - contractors. No nominated sub-contractors shall be employed on or in connection with the works, against whom the contractor shall make reasonable objection or (see where the SBIIMS/Architect and contractor shall otherwise agree), who will not enter into a contract provided.

a. The nominated sub-contractors shall indemnify the contractor against the same obligations in respect of the sub-contract as the contractor is under, in respect of this contract.

b. The nominated sub-contractors shall indemnify the contractor against claims in respect of any negligence by the sub-contractor, his servants or agents or any misuse by him or them of any scaffolding or other plant, the property of the contractor or under any Workman"s Compensation Act in force.

c. Payment shall be made by the contractor to the nominated sub-contractor, within 14 days of receipt of the SBIIMS/Architect"s certificate, provided that before any certificate is issued, the contractor shall upon request furnish to the SBIIMS/Architect proof that all nominated sub - contractor"s account included in the previous certificates have been duly discharged; in default whereof the Employer may pay the same upon a certificate of the SBIIMS/Architect and deduct the amount thereof from any sums due to the contractor. The exercise of this power shall not create any contract between Employer and Sub-contractor.

6.18. **VARIATIONS NOT TO VITIATE CONTRACT:**

The contractor shall when directed in writing by the SBIIMS/Architect, omit from or vary works shown upon the drawings or described in the specifications or included in the priced schedule of quantities, but the contractor shall not make any alterations or additions to or omissions from the works or any deviations from the provisions of the Contract without such authorizations or direction in writing from the SBIIMS/Architect and Employer.

No claim for any extra item or deviations shall be allowed, unless it shall have been executed by the Authority of the SBIIMS/Architect and Employer as herein mentioned. Any such extra item or deviation is hereinafter referred to as an authorised extra item or deviation. No variations i.e., additions, omissions or substitutions shall vitiate the contract.

The rate of items not included in the bill of quantities shall be settled by the SBIIMS/Architect and Employer in accordance with the provisions of clause 6.20, hereof.

6.19. **MEASUREMENTS OF WORKS:**

The SBIIMS/Architect/PMC may from time to time intimate the Contractor that he requires the works to be measured and the contractor shall forthwith attend or send a qualified agent to assist PMC / SBIIMS/Architect"s representative in taking measurements and calculations, and to furnish all particulars or give all assistance required by either of them.

Should the contractor no attend or neglect or omit to send such an agent, then the measurements and calculations, and to furnish all particulars or give all assistance required by either of them.

Should the contractor not attend or neglect or omit to send such an agent, then the measurements taken by the PMC/SBIIMS/Architects representative approved by them shall be taken to be the correct measurements. The mode of measurements wherever not mentioned in contract documents be taken in accordance with the Indian Standard of Method of measurements of building works (I.S.1200 – 1958) and its revisions, if any. In case of any discrepancy between various contract documents on
mode of measurements, the mode given in Bill of Quantities will take precedence over others.

The contractor or his agent may at the time of measurement take such notes and measurements as he may require.

All authorised extra works, omissions and all variations made without the SBIIMS/Architect"s knowledge, if substantially sanctioned by him in writing shall be included in such measurements.

6.20 **PRICES FOR SUBSTITUTIONS/EXTRA ETC., ASCERTAINMENT OF:**

Should it be found after the completion of the works from measurements taken (in accordance with the previous paragraph) that any of the quantities or amounts specified for the works in the priced schedule of quantities of work thus ascertained are less or greater than the amounts and/or tende r or that any variations, is made, and any substituted/ extra (new) items have been executed, the valuation of such quantities/items, amounts or variations, unless previously or otherwise agreed upon, shall be made in accordance with the following rules:

a. The net rates or prices in the original tender shall determine the valuation of the extra (additional quantities and or extra/substituted item of work), where that work is of a similar character and executed under similar conditions of the work priced ther ein. This applied to extra and substituted items of work to the extent, they are similar in nature to the items in the contract.

b. The net prices given in the original ender shall determine the value of the items omitted, provided if omissions vary the conditions under which any remaining items of work are carried out, the prices for the same shall be valued under thereof.

c. Where extra/substituted item of works are not of similar character (either partly & fully) and/or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items of works are carried out or if the amount of any omission or additions relative to the amount of the whole of the contract works or to be any part thereof shall be such that in the opinion of the SBIIMS/Architects the net rate or price contained in the priced schedule of quantities or tender or for any item of the work involves less or more beyond that reasonably contemplated by the Contractor or is by reason of such omission or addition rendered unreasonable for in-applicable, the SBIIMS/Architect shall fix in consultation with the Employer such other rates or prices as in the circumstances he shall think reasonable and proper, which shall be final and binding on the contractor. For extra and substituted items this will apply for portions of the items for which, items of similar nature are not available in the contract.

d. Where extra and or substituted items of work cannot be properly measured or valued, the contractor shall be allowed based on the net local day work rates and wages for the district and prevalent market rates for materials etc., at the time of ordering that item;

provided that in either case vouchers for wages paid specifying the daily time (and if required by the SBIIMS/Architect, the workmen"s name) and materials employed at or before the end of the week following that in which the work has been executed.

The measurements and valuations in respect of the extra and substituted items of work shall be completed within the "Period of final measurement" or within 3 (three) months from the completion of the contract works as defined under clause No.26 (certificate of virtual completion.

See Special Conditions of Contract Clause 8.41.

6.21. **UNFIXED MATERIALS:**

When any materials intended for the works shall have been placed at site by the contractor, such materials shall not be removed there from (except for the purposes of being used on the works) without the written authority of the SBIIMS/Architect and Employer and when the contractor shall have received payment in respect of any certificate in which the SBIIMS/Architect shall have stated that he has taken into account the value of such unfixed materials on the works such materials shall become the property of the Employer and the Contractor shall be liable for any loss or damage to any such materials.

6.22. **REMOVAL OF IMPROPER WORK AND MATERIALS:**

The SBIIMS/Architect shall, during the progress of the works, have power to order in writing from time to time the removal from the works, within such reasonable times as may be specified in the order, of any materials which in the opinion of the SBIIMS/Architect and Employer are not in accordance with the specifications or the instructions of the SBIIMS/Architect and Employer; and the substitution with proper materials and the removal and proper re-execution of any work, which has be executed with materials or workmanship, not in accordance with the contract/drawings and specifications or instructions etc., the contractor shall forthwith carry out such orders at his own cost. In case of default on the part of the contractor to carry out such orders, the Employer shall have the power to employ and pay other persons to carry out the same and all expenses consequent thereon or incidental thereto shall be borne by the Contractor, and shall be recoverable from the contractor by the Employer, or may be deducted by the SBIIMS/Architect, from any money due or may become due to the contractor for this work or on any other account.

Instead of this procedure for work not done in accordance with the contra ct, the SBIIMS/Architect and Employer may allow such work to remain, and in that case may make allowance for the difference in value together with such further allowance for damages to the Employer, as in his opinion may be reasonable. This allowance shall be recoverable from the contractor by the Employer, or may be deducted by the SBIIMS/Architect, from any money due or may become due to the contractor for this work or on any other accounts. The decision of SBIIMS/Architects in these matters shall be final and binding on the contractor.

6.23. **DEFECTS AFTER COMPLETION:**

Any defect, shrinkage, settlement or other faults which may appear with in the "Defects Liability Period" stated in the Appendix on Page 10 i.e. within 12 months after the virtual completion of the works arising in the opinion of the SBIIMS/Architect and the

Bank, from materials or workmanship not in accordance with the contract, shall upon the directions and writing of the SBIIMS/Architect and Employer and within such reasonable time as shall be specified therein, be rectified and made good by the Contractor at his own cost. In case of default, the Employer may employ any other person to amend and make good such defects, shrinkage, settlements or other faults. All damages, loss and expenses consequent therein or incidental thereto shall be made good and borne by the contractor and such damage, loss and expenses shall be recoverable from him by the employer or may be deducted by the Employer, the damages, loss and expenses from any sums that may be due to the contractor or amount retained under condition 6.35 (Certificate and payment) and in event of the amount retained being insufficient recover the balance from the amount held against EMD & Security deposit or any other amounts due or may become due later.

6.24. **CERTIFICATE OF VIRTUAL COMPLETION:**

The contractors shall intimate in writing to the SBIIMS/Architects, as and when the works are complete in all respects in order to enable the SBIIMS/Architect to intimate the Employer to take possession of the same. The works shall not be considered as virtually completed, until the SBIIMS/Architect has certified in writing that the same have been "Virtually completed" and accepted by the employed. The defects liability period shall commence, only from the date of such virtual completion certificate.

6.25. **OTHER PERSONS ENGAGED BY THE EMPLOYER:**

The Employer reserves the right to use the premises and any portions of the site for the execution of any work not included in this contract which he may desire to carry out through other persons, and the contractor is to allow all reasonable facilities for the execution of such work, except by special arrangement with the Employer. Such work shall be carried out in such a manner a not to impede the progress of the works included in the contract, and the contractor shall not be responsible for any damage or delay which may happen to or be occasioned by such work.

6.26. **INSURANCE IN RESPECT OF DAMAGE TO PERSONS AND PROPERTY:**

The contractor shall be responsible for all injury to persons, animals or things and for all structural and decorative damage to property, which may arise from operation or neglect of himself or any of his or sub-contractor"s employees, whether or any other cause whatever in any way connected with the carrying out of this contract. This clause shall be held to include, interalia any damage to buildings, whether immediately adjacent or otherwise, any damage to roads, caused to the buildings and works forming the subject of this contract by frost or other inclement weather. The contracto r shall indemnify the employer and hold him harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any acts of government or otherwise, and also in respect of any award of compensation or damages consequent upon such claim.

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

The contractor shall indemnify the Employer against all claims which may be made against the Employer, by any member of the Public or other party, in respect of anything which may

arise in respect of the works or in consequence thereof and shall at his own cost, effect and maintain until one month after the works are taken over by the Employer or three months after the date of completion of the contract with an approved office, a policy of Insurance in the joint names of the Employer and the contractor against such risks and signing of the contract. The contract shall also indemnify the employer against all claims which may be made upon the Employer whether under the Workmen"s

compensation act or any other statute in force during the currency of this contract or at
common law in respect of any employees of the contractor or of any sub-contractor and shall at his
own expense effect and maintain until one month beyond the virtual completion of the contract, with an approved office. A policy of Insurance in the joint names of the Employer and the Contractor against such risks and deposit such policy or policies with the SBIIMS/Architects from time to time, during the currency of the contract. In default of the contractor insuring as provided above, the SBIIMS/Architect on behalf of the Employer may so insure and may deduct the premiums paid from any money due or which may become due to the contractor.

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

The Contractor shall also indemnify the Employer in respect of any costs, charges or expenses arising out of any claim or proceedings and also in respect of any Award of or compensation of damages arising there from.

The Employer with the concurrence of the SBIIMS/Architect shall be at liberty and is hereby empowered to deduct the amount of any damages, compensations, costs, charges and expenses arising or occurring from or in respect of any such claims of damages from any sums due or to become due to the contractor.

6.27. **CONTRACTOR'S ALL RISK POLICY:**

The contractor shall within 14 days from the date of commencement of the work insure the works at his cost and keep them insured until one month after the works are taken over by the Employer or three months after the date of completion whichever is earlier, against loss or damage by fire and usual risks other than fire against which insurers generally provide cover in a CONTRACTOR"S ALL RISK POLICY, with an insurer to be approved the SBIIMS/Architects, in the joint names of the Employer and contractor (the name of the former being placed first in the policy), progressively for the full amount of the contract, in three stages, beginning with 1/3 of the contract value, and for any further sum as called upon to do so by the SBIIMS/Architect, with the prior written consent of the Employer, the premium of such further sum being allowed to the contractor as an authorised extra. Such policy shall cover the property of the Employer only and SBIIMS/Architects and surveyor"s fees for assessing the claim and in connection with his services generally in reinstatement and shall not cover any property of the contractor of any subcontractor or employee. The contractor shall deposit the policy and receipts for the premiums paid with the SBIIMS/Architects, within twenty one days of the date of commencement of work, unless otherwise instructed, as provided above failing which the employer or the SBIIMS/Architect on his behalf may insure and may deduct the premium paid from any money that may be due or that may become due to the contractor. The contractor shall as soon as the claim under the policy is settled, or the work reinstated by the insurers

should they elect to do so, proceed with all due diligence with the completion of the works in the same manner as though the fire or other such risk had not occurred and in all respects under the same conditions of contract.

The contractor in case of rebuilding or reinstatement after fire or other such usual risk shall be entitled to such extension of time for completion as recommended by the SBIIMS/Architect.

Please refer Special Conditions of Contract, clauses.

6.28. **MINIMUM AMOUNT OF THIRD PARTY INSURANCE:**

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

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

6.29. **COMMENCEMENT AND COMPLETION:**

The contractor shall be allowed admittance to the site on the "Date of Commencement" stated in the Appendix, and he shall thereupon and forthwith begin the works and shall regularly proceed with and complete the same (except such painting or other decorative work as the SBIIMS/Architect may desire to delay) on or before the „Day of Completion" started in the Appendix subject nevertheless to the provisions for extension of time hereinafter contained.

Refer clause 8.9 of Special Conditions of Contract.

6.30. **DELAY AND EXTENSION OF TIME:**

If in the opinion of the Engineer the works be delayed

a. by force majeure, or

b. by reason of any exceptionally inclement weather, or

c. by reason of proceedings taken on threatened by or dispute with adjoining or neighboring owners or public authorities arising otherwise, than through the contractor"s own default, by the works or delays of the contractors or tradesmen engaged or nominated by the Employer and not referred to in the Schedule of Quantities and/or specifications, or by reason of civil, commotion, local combination of workmen or strike or lock-out affecting any of the buildings/traders.

OR

d. In consequence of the contractor not having in due time, necessary instructions from the Engineer, for which he shall have specifically applied in writing ahead of time, giving reasonable time to prepare such instructions. Contractor can be apply for extension of time with justifying reason of

delay to the employer. In case of such strike or lock-out, the contractor shall as soon as possible, give written notice thereof to the Employer, but the contractor shall nevertheless constantly use his endeavours to prevent delay and shall do all that may reasonably be required, to the satisfaction of the Employer's to proceed with the work.

6.31. **DAMAGES FOR NON-COMPLETION:**

If the contractor fails to complete the works by the date stated in clause 31 (date of completion) or within any extended time certified under clause 32 (extension of time) and if the Engineer shall certify in writing on or before the date of issue of the certificate for the last payment to which the contractor may become entitled hereunder that the works could have been reasonably completed by the said date or within the said extended time, then the contractor shall pay to the Employer to allow the employer to recover from dues to the contractor on any account the sum stated in clause
16 of "Notice to contractors" (Page 6) (liquidated damages and not by way of penalty), subject to a maximum amount of 5% as stated in Appendix of General Conditions of contract (page 10) and as stated in clause 16 of "Notice to contractors"(Page 6) and such damages may be deducted from any money due or which may become due to the contractor.

The deduction of such sums shall not, however, absolve the contractor of his responsibility and obligations to complete the work in its entirety.

Please refer clauses 8.9 of special conditions of contract.

6.32. **FAILURE BY CONTRACTOR TO COMPLY WITH SBIIMS/ARCHITECT"S INSTRUCTIONS :**

If the contractor after receipt of written notice from the SBIIMS/Architect requiring compliance with such further drawings and/or SBIIMS/Architects instruction, fails within seven days to comply with the same, the SBIIMS/Architect and Employer may employ and pay other persons to execute any such work whatsoever as may be necessary to give effect thereto and all costs incurred in connection therewith shall be recoverable from the contractors by the employer on a Certificate by the SBIIMS/Architect as a debit or may be deducted by him from any money due or which may become due to the contractors.

6.33. **SUSPENSION OF WORKS:**

if the contractor, except on account of any legal restraint upon the employer preventing the continuance of the works, or on account of any of the causes mentioned in the clause "Extension of time" or in the case of certificate being withheld or not paid when due, shall suspend works or in the opinion of the SBIIMS/Architects, shall neglect or fail to proceed with due diligence in the performance of his part of the contract or if he shall more than once make default in the respects mentioned in clause 24 (removal of improper work and materials), the Employer through the SBIIMS/Architect shall have the power to give notice in writing to the contractor required that the works be provided within a reasonable manner, and with reasonable despatch, such notice shall not be unreasonably given and must signify that it purports to be a notice under the provisions of this clause and must specify the acts or defaults on the part of the contractor upon which it is based. After such notice shall have been given, the contractor shall not be at liberty to remove from the site of works, or from any ground contiguous thereto, the site of works, or from any ground contiguous thereto, any plant or materials belonging to him which shall have been placed thereon for the purpose of work, and the Employer shall have

lien upon such plants and materials to subsist from date of such notice being given until the notice shall has been complied with, provided always that such line shall not under any circumstances subsist after the expiration of 30 (thirty) day from the date of such notice given, unless the employer shall have entered upon and taken possession of the works and site, as hereinafter provided.

If the contractor shall fail for seven days after such notice has been given, to proceed with the works as therein prescribed, the Employer may enter upon and take possession of the works and site, and of all such plants, machinery and materials thereon intended to be used for the works, and the

Employer shall retain and hold a lien upon all such plants, machinery and materials until the work shall have been completed, under powers hereinafter conferred upon him;

If the Employer shall exercise the above power, he may engage any other person to complete the works and exclude the contractor, his agents and servants from entry upon or access to the same, except that the contractor or any person appointed in writing may have access at all times during the progress of the works to inspect, survey and measure the works. Such written appointments or a copy thereof shall be delivered to the SBIIMS/Architects before the person appointed comes on to the works and the Employer shall take such steps as in the opinion of the SBIIMS/Architect may be reasonably necessary for completion the works, without undue delay or expenses using for that purpose the plant, machinery and materials above mentioned in so far as they as they are suitable and adopted to such use.

Upon the completion of the works, the SBIIMS/Architects shall certify the amount of the expenses properly incurred consequent on and incidental to the default of the contractor as aforesaid and in completion the works by other persons.

Should the amount so certified as the expenses properly incurred be less than amount which should have been due to the contractor upon the completion of the works by him, the difference shall be paid to the contractor by the Employer, should the amount of the former exceed the later, the difference shall be paid by the contractor to the Employer. The Employer shall not be liable to make any further payments or compensations to the contractor for or on accounts of the proper use of the plant for the completion of the works under the provisions herein before mentioned other than such payments as is included in the contract.

After the works shall have been so completed by persons other than the contractor, under the provisions herein before contained, the SBIIMS/Architect shall give notice to the contractor to remove his plan and all surplus materials as may not have been used in the completion of the works from the site.

If such plant and materials are not removed within a period of 14 days after the notice shall have been given, the Employer may remove and sell the same, holding the proceeds less the cost of the removal and sale, to the credit of the contractor. The Employer shall not be responsible for any loss sustained by the Contractor from the sale of the plant in the event of the Contractor not removing it after notice.

6.34. PRIME COST AND PROVISIONAL SUMS:

a. Where "Prime Cost" (P.C.) prices or provisional sums of money are considered for any goods or works in the specifications or Schedule of quantities or deviations hereof, the same are exclusive of any trade discounts, or allowances, discount for cash, or profit which the contractor may require and or carriage and fixing.

b. All goods or work, for which prime cost prices or provisional sums of money are considered may be selected or ordered from any manufacturer"s or firms, at the discretion of the SBIIMS/Architect or the Employer. The Employer reserves to himself the right of paying directly for any such goods or work and the SBIIMS/Architect may deduct the said prices or sums from the amount of the contract. Should any goods or works for which prime cost prices or provisional sums are considered or portions of same be not required, such prices or sums, together with the profits allowed for such additional amount as the Contractor may have allowed for carriage and fixing will be deducted in full from the amount of the Contract.

Whether the goods be ordered by the Contractor or otherwise, the contractor shall at his own cost fix the same, if called upon to do so, and the contractor shall also receive and sign for such goods and be responsible for their safe custody as and from the date of their delivery upon the works.

c. In cases in which provisional quantities of items/materials are contained in the contract, the contractor shall provide such materials and or execute such items to such amounts or to greater or lesser amounts as the SBIIMS/Architect shall direct in his schedule of quantities.

d. No prime cost sum or sums (or any portion thereof) shall be included in any certificate for payment to the contractor until the receipted accounts relating to them have been produced by the contractor to the SBIIMS/Architect. Such accounts shall show all discounts and any sum or sums in respect of such discounts shall be treated as a trade discount. Provided always, that should the contractor in lieu of producing such receipted accounts, request the SBIIMS/Architect in writing to issue a certificate to the Employer for such sum or sums, due either on account or in settlement to a sub-contractor direct, the SBIIMS/Architect shall, upon satisfying himself that the sub-contractor is entitled to the same, so issue the certificate and such sum or sums be deducted from the amount of the contractor, at the settlement of accounts and any profit or sum to which the contractor is properly entitled, in respect of such sub - contract, and which is in conformity with the terms of contract as though the amount of such certificates to the sub-contractor has been included in a certificate drawn in favour of the contractor.

e. If the contractor neither produces the receipt not gives authority to the SBIIMS/Architect to issue a certificate in favour of such sub-contractor direct, the SBIIMS/Architect may upon giving the contractor SEVEN DAYS NOTICE in writing of his intentions to do so, issue to the sub-contractor such certificate direct to the Employer and obtain a receipt from the sub-contractor, which receipt shall be deemed as a discharge for the amount of such certificates, as though given by the contractor. In such event, the contractor shall not be allowed any profit he may have added in the Schedule of Quantities upon such sub - contract.

f. The exercise of the option before referred to by the Contractor and the issue of certificates, as before described to sub-contractor direct of certificates by the SBIIMS/Architect, shall not however, relieve the contractor from any of the liabilities in respect of insufficient, faulty of in completed work of the sub - contractor for which he may be liable under the terms of the contract.

6.35 CERTIFICATES AND PAYMENTS:

The contractor shall be paid by the Employer after due checking and after making necessary correction from time to time, by installments under Interim Certificates to be issued by

the SBIIMS/Architect on account of the works executed by the contractor based on the joint measurements taken by the PMC, the SBIIMS/Architects representative and the contractors representative when in the opinion of the SBIIMS/Architect, work to the approximate value named as "Value of work for Interim Certificates", (or less at the reasonable discretion of the SBIIMS/Architect & Employer) has be executed in accordance with the Contract, subject however, to a retention of the percentage of such value named in the Appendix hereto mentioned as "Retention Percentage for Interim Certificates", until the total amount retained shall reach the sum named in the appendix as Total Retention Money, after which time the installments shall be upto the full value of the work subsequently so executed plus such amount as he may consider proper on account of materials delivered upon the site by the contractor for use in the work and available on the date of billing.

And when the works have been virtually completed and the SBIIMS/Architect shall have certified in writing that they have been so completed, the contractor shall be paid by the Employer after satisfying himself in accordance with the certificate to be issued by the SBIIMS/Architect, the sum of money named in the Appendix as „Installment after Virtual Completion" being a part of the said Total Retention Money.

The Contractor shall be entitled to the payment of the final balance (balance security deposit/retention money) in accordance with the final certificate to be issued in writing by the SBIIMS/Architect at the expiration of the period referred to as „The Defects Liquidation Liability period", from the date of virtual completion or as soon after the expiration of such period as the work shall have been finally completed and all defects made good according to the true intent and meaning hereof, whichever shall happen, provided always that the issue by the SBIIMS/Architect of any Certificate during the progress of the works or after the completion shall not relieve the contractor from his liabilities in cases of fraud, dishonesty or fraudulent concealment relating to the works or materials or any matter dealt within the certificate, and in case of all such defects and insufficiencies in the works or materials, which reasonable examination would have disclosed. No certificate of the SBIIMS/Architect shall by itself be conclusive evidence that any works or materials to which it relates are in accordance with the contract.

The SBIIMS/Architect shall have power to withhold any Certificate, if the works or any parts thereof are not being carried out to his and employers satisfaction. The SBIIMS/Architect may by any certificate make any correction in any previous Certificate, which shall have been issued by him. Payment upon the SBIIMS/Architect"s Certificates shall be made within the period named in the Appendix as „Period of Honoring of Certificates, after such certificates have been delivered to Employer.

Please refer clause 8.34 & 8.43 of Special conditions of agreement.

6.36. **NOTICES:**

Notices for the Employer, the SBIIMS/Architect, or the Contractor may be served personally or by being left at or sent by registered post to the last known place of abode or business of the party to whom the same is to be given or in the case of the contractor by being left on the works. In case of a company or corporation, notices may be served at or sent by registered post to the Registered Offices of the Company or Corporation. Any notice sent by registered post shall be deemed to be served at the time, when in the ordinary course of post it would be delivered.

6.37. **TERMINATION OF CONTRACT BY THE EMPLOYER:**

If the contractor being an individual or a firm, commit any act of insolvency, or shall be adjudged as Insolvent or being an incorporated Company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up voluntarily or subject to the Supervision of the Court and of the Official Assignee of the Liquidator in such acts of insolvency or winding up, shall be unable within seven days after notice to him requiring him to do so, to show to the reasonable satisfaction of the SBIIMS/Architect that he is able to carry out and fulfill the contract, and to give security thereof, if so required by the SBIIMS/Architect.

Or if the contractor (whether an individual, firm or incorporated Co.) shall suffer execution to be issued.

Or shall suffer any payment under this contract to be attached by or on behalf of any of the creditors of the contractor.

Or shall assign or sublet this contract without the consent in writing of the SBIIMS/Architects/Employer first obtained.

Or shall charge or encumber this Contract or any payments due or which may be due to the Contract thereunder.

Or if the SBIIMS/Architect shall certify in writing to the Employer that the contractor,

a. has abandoned the contract or

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

c. has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or

d. has failed to remove materials from the site or to pull down and replace work for 7 days after receiving from the SBIIMS/Architect written notice that the said materials or work were condemned and rejected by the SBIIMS/Architect under these conditions, or

e. has neglected persistently to observe and perform all or any of the acts, matters or things by this contract to the observed and performed by the Contractors for 7 days after written notice shall have been given to the contractor requiring the contractor to observe or perform the same, or

f. has to the determent of good workmanship or in defiance of the SBIIMS/Architect"s instructions to the contrary, sublet any part of the contract.

Then and in any of the said cases the Employer with written consent of the SBIIMS/Architect, may notwithstanding any previous waiver, after giving 7 days notice in writing to the contractor, determine the contract, but without hereby affecting the powers of the SBIIMS/Architect to continue in force as full as if the contract has not been so determined and as if the works subsequently executed has been executed by or on behalf of the contractor.

And further, the Employer under recommendations of the SBIIMS/Architect, by his Agents, or servants may enter upon and take possession of the works and all plants, tools, scaffoldings,

sheds, machinery, and other equipment and materials also laying upon the premises or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completion the works or by employing any other contractors or other persons to complete the works and the contractor shall not in any way interrupt or do not act, matter or thing to prevent or hinder such other contractor or other persons or person employed for completing and finishing or using the materials and plant for the works. When the works shall be completed or soon thereafter as convenient, the SBIIMS/Architect shall give a notice in writing to the contractor to remove his surplus materials and plant, and should the contractor fail to do so, within a period of 14 days, after receipt thereof by him, the Employer shall sell the same by publication and shall give credit to the contractor for the amount realised. The SBIIMS/Architect shall thereafter ascertain and certify in writing under his hand when (if anything) what shall be due to or payable by the Employer for the value of the said plant and materials so taken possession of by the Employer, and the expense or loss, which the Employer shall have incurred due to the contractor, and the amount which shall be so certified shall thereupon be paid by the Employer to the contractor or by the contractor to the Employer, as the case may be.

6.38. **TERMINATION OF CONTRACT BY CONTRACTOR:**

If payment of the amount payable by the Employer under certificate of the SBIIMS/Architect as provided for hereinafter shall be in arrears and unpaid for 30 (thirty) days after notice in writing requiring payment of the amount, as aforesaid shall have been given by the Contractor to the Employer, or if the Employer obstructs the issue of any such certificates, or if the employer commits any Act of insolvency, or if the Employer (being an incorporated company) shall have an order made against him or pass an effective.

Resolution for winding up, either compulsorily or subject to the supervision of the Court or voluntarily, or if the Official Liquidator or the Employer shall repudiate the contract, or if the if the Official Liquidator in any such winding up shall be unable within 15 days notice to him requiring him to do so, to the reasonable satisfaction of the contractor that he is not able to carry out and fulfill the contract and to give security for the same (including Earnest money), or if the works be stopped for any payments due, and to become due thereunder and if required under the order of the SBIIMS/Architects or the Employer or by an injunction or other order of any court of law, then in any of the said cases, the contractor shall be at liberty to determine the contract by notice in writing to the Employer/SBIIMS/Architect, and he shall be entitled to recover from the Employer, payment for all works executed and for any losses he may sustain, upon any plant or materials supplied or purchased or prepared for the purpose of the contract.

In arriving at the amount of such payment, the net rates contained in the contract shall be followed, or where the same may not apply, valuation shall be made in accordance with clause 22 thereof.

Matters to be finally determined by the SBIIMS/Architects and the Bank (Called excepted matters) – (refer 6.39 (a) below), which shall be final, conclusive and binding on the following matters:

a) Instructions
b) Transactions with local authorities
c) Proof of quality of materials
d) Assigning or under letting of the contract,
e) Certificate as to the causes of delay on the part of the contractor and justifying extension of time or otherwise,

f) Rectification of defects pointed out during the defects liability period.
g) Notice to the contractor to the effect that he is not proceeding with due diligence.
h) Certificate that the contractor has abandoned the contract.
i) Notice for determination of the contract by the Employer.

6.39. **ARBITRATION:**

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

i) If the contractor considers that he is entitled to any extra payment or compensation in respect of the works over and above the amounts admitted as payable by the Architect or in case the contractor wants to dispute the validity of any deductions or recoveries made or proposed to be made from the contract or raise any dispute, the Contractor shall forthwith give notice in writing of his claim, or dispute to VICE PRESIDENT, SBIIMS, Bhopal and endorse a copy of the same to the SBIIMS/Architect, within 30 days from the date of disallowance thereof or the date of deduction or recovery. The said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount claimed and the contractor shall not be entitled to raise any claim nor shall the Bank be in any way liable in respect of any claim by the contractor unless notice of such claim shall have been given by the contractor to VICE PRESIDENT SBIIMS, Bhopal in the manner and within the time as aforesaid. The contractor shall be deemed to have waived and extinguished all his rights in respect of any claim not notified to the VICE PRESIDENT SBIIMS, Bhopal in writing in the manner and within the time aforesaid.

ii) VICE PRESIDENT SBIIMS, Bhopal shall give his decision in writing on the claims notified by the contractor. The contractor may within 30 days of the receipt of the decision of VICE PRESIDENT SBIIMS, Bhopal submit his claims to the conciliating authority namely the COO, SBIIMS Mumbai for conciliation along with all details and copies of correspondence exchanged between him and VICE PRESIDENT SBIIMS, Bhopal.

iii) If the conciliation proceedings are terminated without settlement of the disputes, the contractor shall, within a period of 30 days of termination thereof shall give a notice to the concerned Chief General Manager/Dy. Managing Director &Corporate Development Officer 33 ofthe Bank for appointment of an arbitrator to adjudicate the notified claims failing which the claims of the contractor shall be deemed to have been considered absolutely barred and waived.

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

appointed in the manner aforesaid by the said Chief General Manager/Dy. Managing Director & Corporate Development Officer. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each dispute along with the notice for appointment of arbitrator. It is also a term of this contract that no person other than a person appointed by such Chief General Manager aforesaid should act as arbitrator. The conciliation and arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made there under. It is also a term of the contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties. However, no fees will be payable to the arbitrator if he is a Bank Officer. It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

6.40 ***MISCELLANEOUS TERMS & CONDITIONS :***

6.40.1. Contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, what ever the cause of the delays may be, including delays arising out of modifications to the work entrusted to him or in any subcontract connected there with or delays in awarding contracts for other trades of the project or in commencement or completion of such works in obtaining water and power connections for construction purpose or for any other reason what so ever and the Employer shall not be liable for any claim in respect thereof. The Employer does not accept liabilities for any sum besides the tender amount, subject to such variations as are provided for herein.

6.40.2. The successful tendered is bound to carry out any items of work necessary for completion of the job if such instructions in respect of such additional items and their quantities will be issued in writing by the SBIIMS/Architects with the prior consent in writing of the Employer.

6.40.3. The contractor must bear in mind that the work shall be carried out strictly in accordance with specifications made by the SBIIMS/Architects.

6.40.4. The rates quoted in tender shall also include electric consumption charges for power. If no power is available at site the contractor shall have to make his own arrangement to obtain power connection and maintain at his expense an efficient service of electric light and power and shall pay for the electricity consumed. The Employer shall give all possible assistance to the contractor to obtain the requisite permission from the various authorities, but the responsibility for obtaining the same shall be that of contractor.

6.40.5. Contractor shall strictly comply with the provisions of safety code in addition to all local rules and regulations.

6.40.6. The contractor shall be responsible for the observance of all rules and regulations framed by the government under the contract labour act. The Employer shall be entitled to deduct all losses,

damages that he might suffer on account of non-observance of these rules by the contractor, from the amount payable to the contractor.

6.40.7. Before filling in the tender the contractor will check all the drawings and schedule of quantities and will get an immediate clarification from the employer / SBIIMS/Architects on item not clearly understood. No claims for any loss or compensation will be entertained on this account.

6.40.8. All the work shall be carried out as per detail drawings and specifications or as directed by employer / SBIIMS/Architects.

6.40.9. The rates quoted in the tender shall be for the finished items of work They shall include all the charges labour, materials, transportation of material equipment, double scaffold ing water and electric charges, tool and plants, marking out and cleaning of site, to do all things necessary to provide complete finished item for work consistent with the specifications attached to this tender document. The rates shall be inclusive of octroi duty, excise duty, packing and forwarding, loading or unloading or any other duties or fees levied by any government, public or local bodies. The rates shall be firm and shall not be subject to exchange variations, labour conditions or any other conditions whatsoever.

6.40.10 . The calculations made by the tenderer should be based upon the probable quantities of the several items of work which are furnished for the tenderer's convenience in the schedule of quantities ,but it must be clearly understood that the contract is not a lumpsum contract , that neither the probable quantities nor the value of individual items nor the aggregate value of the entire tender will form part of the contract and that the employer / SBIIMS/Architects do not in any way assure the tenderer or guarantee that the work would correspond there to.

6.40.11 Adequate engineering and technical staff to be appointed at site. Contractor should inform of their number and qualification. An Approval of employer / SBIIMS/Architects should be taken prior to appointing such technical staff on site.

6.40.12 During the execution of work, contractor must check the work with his drawings .The contractor shall be responsible for all the errors in this connection and shall have to rectify all the defects at his own cost, failing which the client reserves the right to get the same rectified at the risk and cost of contractor.

6.40.13 No claim for extra item or deviation from specification shall be entertained unless the same is pointed out and accepted as such before the work is taken in hand or within 15 days of work by the successful tenderer.

6.40.14 . The contractor shall comply with all bye- laws and tax regulations (including GST) of local and other statutory authorities having jurisdiction over the works and shall be responsible for the payment of all the fees and other charges and for giving and receiving of all necessary notices drawings and test certificates.

6.40.15 The successful tenders shall properly safeguard against damage or injury to the public and to any property or thing and shall alone be responsible for any such damage and injury to any person or persons or thing arising in connection with it's execution of work .The successful tenderer shall protect and hold harmless the employer against any or all claims for any such injury or damage.

Signature & Stamp of Contractor

6.40.16 . The work in every respect during the progress and till final acceptance by the employer, including raw materials delivered at the site to be incorporated or used in interior & furnishing work by the successful tenderer will be at his own risk . Any loss or damage to any such material or work shall immediately be replaced by the successful tenderer at his own expense.

6.40.17 The employer shall have the right to direct the contractor to purchase and use the materials from any source for proper execution of work.

6.40.18 . The employer / SBIIMS/Architects or their authorized representatives shall have full power for inspecting the contractor's works or at any place from which the material is obtained. Acceptances of any such materials shall no way relieve the contractor of his responsibility for meeting the requirements and /or analysis not called for in the specifications shall be borne by the employer in case the material or work is found defective or of inferior quality .tests and /or analysis shall be done in the laboratory approved by the client and the contractor shall permit SBIIMS and or the client's or their authorized representative to be present during any of the tests and /or analysis.

6.40.19. WORKMAN AT SITE :

The contractors workpeople shall not be allowed to live on the site at any time throughout the contract nor to trespass beyond the limits of the site. The contractor will be held responsible for any acts of trespass by his workpeople.

6.40.20. DISCREPANCIES

All the items shown on the drawings or specifications are taken to be included in both. Any discrepancies, which occur in either the drawings or specifications, shall immediately be brought to the attention of the SBIIMS/Architects.

6.40.21. CUTTING AND MAKING GOOD

Where it is found necessary to interfere with finished work in order to execute this contract, the contractor will be required to do all necessary work at his expenses. Only approved hangers and bolts or other metal fixing devices shall be used to secure frames panels and other units in position .Wooden plugs will not be permitted .Holes shall be formed with electric drills whenever possible .Structural members shall not be cut or drilled without prior consent of the client .

6.40.22. MAINTENANCE AND GUARANTEE

The whole of the work to be performed under this contract shall be completed to the satisfaction of the SBIIMS/Architects / Bank.

The contractor without additional charge to the employer renew or replaces any works which prove faulty from workmanship or materials and fully maintain the whole installations for a period of 6 months after the commencement of defects liability period of the main contract and a sum of 5% of the contract amount shall be retained by the employer for his period.

6.40.23. PREVENTION OF SPOIL DUMPING

The contractor shall take all reasonable steps to prevent spoil, rubbish, debris surplus materials etc.. arising from a work being dumped on an area other than a recognized or approved tipping area and the Contractor will be held responsible for and shall indemnify the employer against any claim or loss arising therefrom.

6.40.24. LEAVE PERFECT :

Signature & Stamp of Contractor

The Contractor shall remove all rubbish and superfluous material from the site of the works with all reasonable speed from time to time and at completion. On no account shall W.C' S or the employer's receptacles to be used for this purpose.

The client reserves its right to clear contractors un cleared debris at contractors own cost without any reasons & not more than one notice will be given for this.

6.40.25 . The contractor should co-ordinate with other agencies viz., Electrical, HVAC (Air-Conditioning), Civil, LAN cabling etc.,

6.40.26 . Contractor should work at odd hours, on holidays to keep up time schedule. Contractor to co-ordinate with l/w with regards to working hours.

6.40.27. Partitions shall be measured from finished floor level to bottom level of false ceiling.

6.40.28. The Contractor shall not be eligible for any material advance.

6.40.29. The SBIIMS/Architects / Bank shall have power to make any correction or modification to any previous certificate or to withhold any certificates of the works, in whole or part thereof, which are not being carried out to his satisfaction.

Signature & Stamp of Contractor

7. INDEX TO SPECIAL CONDITIONS OF CONTRACT

8.1. Inspection of drawings

8.2. Contractor to visit site

8.3. Execution of work (Prices to include)

8.4. Schedule of Quantities

8.5 Quantities liable to alterations

8.6 Filling of tenders

8.7. Access for inspection

8.8. Dimensions

8.9. Program of works

8.10. Offices, stores, sheds etc., on the site:

8.11. Water and Electricity

8.12. Procurement of materials

8.13. Sanitary accommodation in site

8.14. Facilities to other contractors

8.15 Testing

8.16. Site meetings

8.17. Custody and security of materials

8.19. Treasure trove

8.20. Notices

8.21. Statutory regulations

8.22. Measurements to be recorded before work is covered up.

8.23. Working at night or on holidays.

8.24. Working on holidays

8.25. Action where there is no specification

8.26. Reporting of accident

8.27. Cleaning the site on completion/determination of work

8.28. Possession of buildings/work completed

8.29. Typographic, Clerical and other errors.

8.30. Information to be supplied by the Contractors.

8.31. Bench marks

8.32. Force Majeure

8.33. SBIIMS/Architect"s drawings and instructions

8.34. Completion of work and liquidated damages

8.35. Bill of payments

8.36. Workmanship

8.37. Schedule of quantities

8.38. Site Supervision

8.39. Engagement of Apprentices

8.40. Rates

8.41. Income tax

8.42. Extra items rates

8.43. Service drawings/shop drawings/catalogue

8.44. Payment

8.45. Permission

8.46. Maintaining Registers at site

8.47. Agreement

8.48. Insurance

8.49. Indebtedness and liens

8.50. Work performed at contractor"s risk

8.51. Photographs

8.52. Inspection by the Chief Technical Examiner

8.53. Special conditions of contract

8.54. B.I.S. Codes

8.55. As built drawings

Signature & Stamp of Contractor

8. SPECIAL CONDITIONS OF CONTRACT

8.1. INSPECTION OF DRAWINGS:

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

8.2. CONTRACTOR TO VISIT SITE:

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

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

8.3. EXECUTION OF WORK (PRICES TO INCLUDE):

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

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

a)
- i) Carrying
- ii) Hauling
- iii) Labour
- iv) Fixing
- v) Watering
- vi) Cleaning
- vii) Making
- viii) Maintenance etc.

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

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

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

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

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

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

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

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

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

8.4. **SCHEDULE OF QUANTITIES:**

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

Please refer clause 4 of General Conditions of Contract.

8.5. **QUANTITIES LIABLE TO VARY:**

This clause applies for unlimited variations (+ or -) for items of foundations and those executed below plinth level. For all other items, only in case where + variations of any item exceeds 100% of Quantities of respective items given in the schedule of quantities of the contract, such additional quantities of those items shall be treated as extra items and valued as per clause 8.42 of special conditions of contract, considering of that rates for these items cannot be derived from the contracted items of work.

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

Please refer clause 6.4, 6.5 & 6.6 of General conditions of contract.

8.6 **FILLING OF TENDERS:**

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

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

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

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

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

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

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

8.7. **ACCESS OF INSPECTION:**

The contractor is to provide at all times, during the progress of the works and the maintenance period, means of access with ladders, gangways etc., and the necessary attendants to move and adopt the same as directed for the inspection or measurement of the work by the SBIIMS/Architect and Employer or any other agency employed by the client.Refer clause 7 of General Conditions of Contract.

8.8. **DIMENSIONS:**

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

8.9. **PROGRAMME OF WORKS:**

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

The contractor must inform the SBIIMS/Architects, 10 days in advance of requirement of respective drawings and details by him, from time to time. The contractor shall strictly adhere to the approved programme and arrange for the materials and labour etc., accordingly.

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

Please refer clause 6.28 & 6.29 of General Conditions of contract.

8.10. **OFFICES, STORES, SHEDS ETC., ON THE SITE:**

a. The contractor shall provide for all necessary storage on the site, in a specified area for all materials, in such a manner that all such materials, tools etc., shall be duly protected from damages by weather or any other cause. Stores for storage of cement shall have all weather proof floors, walls and roof and have proper locking arrangements and must be secure. All these must be maintained till the work is completed and so certified by the

SBIIMS/Architect. Necessary and adequate watch and ward for all such accommodations and stores shall be provided for by the contractor at his cost and same included in the rates/amounts quoted by him. All such stores shall be cleared away and the ground left in good and proper order on completion of this contract unless otherwise expressly mentioned herein.

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

8.11. WATER AND ELECTRICITY:

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

8.12. PROCUREMENT OF MATERIALS:

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

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

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

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

Please refer clause 6.9 of General Conditions of contract.

8.13. SANITARY ACCOMMODATION IN SITE:

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

8.14. **FACILITIES TO OTHER CONTRACTORS:**

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

8.15. **TESTING:**

The contractor shall, as and when directed by the SBIIMS/Architect & Employer, arrange to test materials and/or portions of the work at site in any approved laboratory at his own cost, in order to provide their soundness and efficiency. The contractor shall transport all the materials from site to the approved laboratory at his own cost. The contractor shall carryout all the mandatory tests as per

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

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

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

In absence of above SBIIMS/Architect"s decision basing on the general practice being following shall be final.

8.16. **SITE MEETINGS:**

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

8.17. **CUSTODY AND SECURITY OF MATERIALS:**

The contractor shall be responsible for the custody and security of all materials and equipment at site and he will provide full time watchman/watchmen to look after his materials, stores,

equipments etc., including cement and steel at site and ensure that at no time unauthorised persons gains any access at works site.

8.19. **TREASURE TROVE :**

Any treasure trove, coin or object antique which may be found on the site shall be the property of SBIIMS Pvt. Ltd. and shall be handed over to the bank immediately.

8.20. **NOTICES:**

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

Please refer clause 6.8 of General Conditions of Contract.

8.21. **STATUTORY REGULATIONS:**

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

i) Minimum wages Act 1948 (Amended)
ii) Payment of wages Act 1936 (Amended)
iii) Workmen's compensation Act 1923 (Amended)
iv) Contract labour regulation and abolition act 1970 and central rules 1971 (Amended)
v) Apprentice act 1961 (amended)
vi) Industrial employment (standing order) Act 1946 (Amended)
vii) Personal injuries (Compensation insurance) act 1 963 and any other modifications
viii) Employees' provident fund and miscellaneous provisions Act 1952 and amendment thereof
ix) Shop and establishment act
x) Any other act or enactment relating thereto and rules framed there under from time to time.
xi) Prevailing Indian Electricity rules & act.

8.22. **MEASUREMENT TO BE RECORDED BEFORE WORK IS COVERED UP:**

The contractor shall take joint measurements with the Employer"s representative (Project Management SBIIMS/Architect/ or any Engineer identified by the Bank) and SBIIMS/Architect"s representative

before covering up or otherwise placing beyond the reach of measurement any item of work. Should the contractor neglect to do so, the same shall be uncovered at the contractor"s expense or in default thereof, no payment or allowance shall be made for such work or the materials with which the same was executed.

Refer clause 6.19 of General Conditions of Contract.

8.23. **WORKING AT NIGHT OR ON HOLIDAYS:**

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

WORKS AT NIGHT:

If the contractor is required to do preliminary works at night, in order to complete the work within the Time Schedule, the contractor shall provide and maintain at his own cost necessary and sufficient barricades/lights etc., to enable the work to proceed satisfactorily without danger. Approaches to the site also shall be sufficiently lighted by the contractor.

8.24. **WORKING ON HOLIDAYS:**

No work shall be done on Sunday or other Bank holidays that may be notified by the SBIIMS/Architect & Employer, without the specific sanction in writing of the SBIIMS/Architect & employer or his representatives.

8.25. **ACTION WHERE THERE IS NO SPECIFICATION:**

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

8.26. **REPORTING OF ACCIDENT TO:**

The contractor shall be responsible for the safety of all persons employed by him on the works and shall report serious accidents to any of them, whenever and wherever occurring one the works, to Employer who shall make every arrangement to render all possible assistance. This shall be without prejudice to the responsibility of the Contractor, under the Insurance clause of the General Conditions. Contractor shall take all the precautions as detailed in the safety code attached separately.

8.27. **CLEARING THE SITE ON COMPLETION/DETERMINATION OF WORKS:**

The contractor shall clear the site of works as per the instructions of the SBIIMS/Architect. The site of works shall be cleared of all men, materials, sheds, huts etc., belonging to the contractor. The site shall be delivered in a clean and neat condition, as required by SBIIMS/Architect, within a period one week after the job is completed. In case of failure by the contractor, the Employer, under advice to

the SBIIMS/Architect, have the right to get the site cleared to his satisfaction at the risk and cost of the contractor.

8.28. **POSSESSION OF BUILDINGS/WORK COMPLETED:**

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

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

Please refer Appendix to General Conditions of contract.

8.29. **TYPOGRAPHIC, CLERICAL AND OTHER ERRORS:**

The SBIIMS/Architects/Employer"s clarification regarding partially omitted particulars or typographical,
clerical and other errors shall be final and binding on the contractors.

8.30. **INFORMATION TO BE SUPPLIED BY THE CONTRACTOR:**

The contractor shall furnish to the SBIIMS/Architect & Employer the following from time to time:

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

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

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

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

Last para of clause 8.30:

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

i) Levying a fine of Rs.500 for each default for each month, and or

ii) Witholding payments, otherwise due.

iii) For the periods for which name of technically qualified persons are not given or for which such persons are not employed, recoveries shall be made at Rs.7,500/- per month for each month of default.

In all these matters the decision of the SBIIMS/Architect shall be final and binding. See clause 8.38 also.

8.31. **BENCH MARKS :**

All bench marks should be marked/fixed proper to commencement of works. In case of any variation w.r.t. drawings, site requirements, the same shold be clarified with SBIIMS/Architect.

8.32. **FORCE MAJEURE :**

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

8.33. **SBIIMS/ARCHITECT DRAWINGS AND INSTRUCTIONS :**

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

Refer clause 6.2 & 6.3 of General conditions of contract.

8.34. **COMPLETION OF WORK AND LIQUIDATED DAMAGES:**

The work shall be completed in 45 DAYS, and reckoned as under: WITHIN ONE DAY AFTER CONFIRMATION.

(a) The day two weeks from the date of issue of work order.

or

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

or

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

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

Refer clause 6.28 & 6.29 of General Conditions of contract.

8.35. **BILLS OF PAYMENTS:**

The minimum value of work for interim payments will be Rs. 20.00 lakhs, as stated in Appendix. The contractor shall submit interim bills, once a month on the basis of joint measurements recorded at site by the contractor"s Employer"s and the SBIIMS/Architects representatives. The bill will be certified by the SBIIMS/Architect within 15 working days from the date of submission of the bill by the contractor, and the Employer will make payment as stated in the Appendix to General Conditions of Contract. All such interim payments shall not be considered as an admission of the due performance of the contract or any part thereof in any respect and shall not preclude the requiring of bad unsound and imperfect or unskilled work to be removed and taken away and reconstructed or re-erected at contractor"s cost, all as per Employer and SBIIMS/Architect"s instruction and directions.

8.36. **WORKMANSHIP:**

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

Refer clause 6.9 of General Conditions of Contract.

8.37. **SCHEDULE OF QUANTITES:**

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

Refer clause 6.4, 6.5 and 6.6 of General Conditions of Contract.

8.38. **SITE SUPERVISION:**

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

See clause 8.30 above also.

8.39. **ENGAGEMENT OF APPRENTICES:**

Signature & Stamp of Contractor

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

8.40. RATES:

Contractor shall quote all the rates both in figures and in words and any alterations shall have to be initialled by the contractor. Rates quoted by the contractor for the same item in different schedules shall be same, and incase different rates are quoted, the lowest will be taken as correct and the schedule corrected accordingly. In case of discrepancy between rates given in words and figures or in the amount worked out, the following procedure will be followed:

In case of item rate tender:

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

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

The tenderers should not change the units as specified in the tender. If any unit is changed the tenders would be evaluated as per the original unit and the contractor would be paid accordingly.

The tenderer should not change or modify or delete the description of the item. If any discrepancy is observed he should immediately bring to the knowledge of the SBIIMS/Architect / SBIIMS.

8.41. INCOME TAX:

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

8.42. EXTRA/SUBSTITUTED ITEM RATES:

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

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

See clause 6.20 of General Conditions of Contract.

8.43. **SERVICES DRAWINGS/SHOP DRAWINGS/CATALOGUE:**

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

8.44. **PAYMENT:**

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

See clause 6.33 & 6.34 of General conditions of contract.

8.45. **PERMISSION:**

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

8.46. **MAINTAINING REGISTERS AT SITE:**

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

8.47. **AGREEMENT:**

The successful contractor shall be required to enter into an agreement in accordance with the Draft Agreement and Schedule of Conditions etc., within 15 days from the date the contractor is advised by the SBIIMS/Architect & Employer that his tender has been accepted. The contractor shall pay for all stamps and legal expenses incidental thereto. However, the written acceptance of the tender by the Employer, will constitute as a binding contract between the Employer and contractor, whose tender has been accepted, whether such formal agreement is or is not subsequently executed.

8.48. **INSURANCE:**

The contractor shall provide insurance in respect of damage to persons and property and firm insurance as per clause 6.25 and 6.26 of General conditions of contract. In addition he will also insure against riots and civil commotion. The insurance shall also cover third party and all the persons working at site and visitors including contractor"s, worker"s, SBIIMS/Architect"s and clients people, other contractor"s workers etc. The contractor shall indemnify the Employer against any claim or compensation or mishaps of whatsoever nature at site during the progress of work.

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

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

8.49. **INDEBTEDNESS AND LIENS:**

The contractor agrees to furnish the Employer from time to time, during the progress of the work as requested, verified statement showing the contractor"s total outstanding indebtedness in connection with the work covered by the contract. Before final payment is made, the Employer may require the contractor to furnish the Employer with satisfactory proof that there are no outstanding debts or liens in connection with the contract. If during the progress of the work, the contractor shall allow any indebtedness to accrue to sub-contractor or other and shall fail to pay or discharge same within five (5) days after demand, then the Employer may withhold any money due to the contractor until such indebtedness is paid, or apply the same towards the discharge thereof.

8.50. **WORK PERFORMED AT CONTRACTOR'S RISK :**

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

8.51. **PHOTOGRAPHS:**

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

8.52. **INSPECTION BY THE CHIEF TECHNICAL EXAMINERS (VIGILANCE):**

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

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

8.53. **SPECIAL CONDITIONS OF CONTRACT:**

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

8.54. **BIS CODES**

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

8.55. **AS BUILT DRAWINGS**

The contractor shall prepare and submit a set of as-built drawings, duly certified by the SBIIMS/Architect. The set consists of 2 soft copies and 3 sets of hard copies.

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9. GENERAL AND TECHNICAL SPECIFICATIONS

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

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

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

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

9.5. The contractor is also required to submit specimen finishes of all colours, fabrics, polish shades, etc., for approval of the SBIIMS/Architect/Bank before proceeding with such works.

9.6. Should it be necessary to prepare shop drawings, the contractor at his own expenses prepare and submit atleast four sets of such drawings to SBIIMS/Architect/ Bank for approval.

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

9.8. The contractor should verify all measurements given in the drawing at the site before commencing the work. Any difference should be clarified with the SBIIMS/Architect before commencing the work.

9.9. Partition line out shall be done at the site before starting the work and got approved from the SBIIMS/Architect.

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

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

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

9.13. The contractor shall quote his rate including the cost of materials as specified, corresponding wastages, labour, sales tax or any other taxes and duties, octroi, transportation to worksite etc.

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

9.14. Timber: Hardwood and Teakwood shall be the best wood locally available and should be well & properly seasoned of mature growth, free from worm holes, large loose or dead knots or other defects and will not suffer warping, splitting or other defects through improper handling**.**

Teakwood to be either CP or Ballarshah and shall be of best quality, free from soft heart, worm & bee holes and other defects.

All wrought timber is to be sawn, planned or works to correct sizes and shapes as shown in the drawings. An allowance of 2mm shall be permitted for each wrought face.

All wooden members shall be liberally coated and treated with antitermite paint before fixing.

9.15. **Workmanship for Joinery:**

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

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

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

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

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

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

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9.19. **List of Indian Standards referred to:**

IS : 1200 :	Latest Measurements of buildings & Civil Engi- neering works , methods of
IS : 287 – 1973	Recommendation for maximum permissible Moisture content of timber.
IS : 1141 – 1973	Code of practice for seasoning of timber.
IS : 3845 – 1966	Code of practise for joints used in wooden furniture.
IS : 3548 – 1966	Glazing in Buildings.
IS : 1137 – 1965	
IS : 113 – 1950	Specification for ready mixed paint brushing
IS : 133 – 1975	matt or egg shell flat/wooden coating under-
IS : 110 – 1968	coating/finishing, Grey filler etc., for interiors.
IS : 129 – 1950	
IS : 1948	Aluminium doors, windows & partitions.

9.20 **Inspection and Testing:**

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

10. MODE OF MEASUREMENTS

1.	Partition Panelling	:	Sq.mt. area – one side only panelling finished length x finished height (frame work including vertical/horizontal members above the false ceiling will not be included in measurements and such members shall be treated as included in this mode of measurement in the case of partition having difference finished heights on either sides average height shall be considered eg.2400mm and 2500 then 2450mm will be average height. This will also include T.W. bends.
2.	Storage Units	:	Sq.mt area – front elevation finished length
3.	False ceiling	:	Sq.mt area finished length x finished width No. deduction of AC grills, lights, cutouts, cornices, drops etc., to be measured separate in Sq.mt.
4.	Soffits	:	Sq.mt total finished length x total finished depth (width including drops of pelment, if any).
5.	Rounding off measurements :		All measurements shall be rounded off to the nearest second decimal point eg. 21 465m **will be 21.47m.**
6.	Measurement for venetian blinds	:	Area of the window opening in Sqm. to which it is specified.
7.	PVC flooring	:	Sq.mts area Finished length x Finished width (deducting Shall be made for columns, cutouts, etc) only finished area shall be paid.

Wherever not mentioned measurements shall be measured as per earlier in clause 6.19.

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11. SAFETY CODE

11.1 **SCAFFOLDING :**

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

Scaffolding or staging more than 300mm above the ground or floor, swung or suspended from an overhead support, shall be erected with stationery supports and shall have guard rails properly attached, bolted, braced and otherwise secured and atleast 900mm high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends there of with only such openings as may necessary for the access of persons and delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.

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

Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing, whose minimum height shall be 900mm. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 M in length while the width between side rails in ring ladder shall be in no case be less than 300mm. For longer ladders, this width should be increased atleast 6mm for each additional foot of length. Spacing of steps shall be uniform and shall not exceed 300mm.

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

11.2. **DEMOLITION:**

Before any demolition work is commenced and also during the progress of the work.

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

11.2.2. No electric cable or apparatus which is liable to be a source of danger over a cable or

apparatus used by the operator shall remain electrically charged.

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

11.3. All necessary personal safety equipments as considered adequate by the SBIIMS/Architects should be kept available for the use of the persons employed on the site and maintained in a condition suitable for immediate use and the contractor should take adequate steps to ensure proper use of equipment by the concerned.

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

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

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

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

11.3.4 When workers are employed in sewers and manholes, which are in use, the contractor shall ensure that the manhole covers are opened and are ventilated atleast for an hour before the workers are allowed to get into the manhole and the manholes so opened shall be cardoned off with suitable railing and provided with warning signals or boards to prevent accidents to the public.

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

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

11.3.5.2 Suitable face masks should be supplied for use to the workers when paint is applied in the form of spray or a surface having lead paint is rubbed and scrapped.

11.3.5..3 Overalls shall be supplied by the contractors to the workers and adequate facilities for washing shall be provided to the working painters during and on cessation of work.

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

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

11.5.1.1 These shall be of good mechanical construction, sound material and adequate strength and free from any patent defects and shall be kept in good working order.

11.5..1.2 Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength and free from patent defects.

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

11.5.3. In case of every hoisting machine and of every chain, ring hook, shackle swivel and Pulley block used in hoisting or lowering or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load, each safe working load and the condition under which it is applicable shall be clearly indicated. No part of any machine or any gear referred above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.

11.5.4. In case of departmental machines, the safe working load shall be notified by the clients. As regards contractor"s machines the contractor shall notify the safe working load of the machines to the SBIIMS/Architect/, whenever he brings any machinery to site of work and get it verified by the SBIIMS/Architect/.

11.6. Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce and minimise the risk of accidental descent of loads. Adequate precautions should be taken to reduce to the minimum risks of any part of a suspended load becoming accidentally displaced. Sleeves and boots as may be necessary should be provided whenever workers are employed on electrical installations. The workers should not wear any rings, watches and carry keys or other materials, which are good conductors of electricity.

11.7. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition. No scaffold, ladder, or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near place of work.

11.8. To ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangements made by the contractor shall be open to inspection by the clients or the SBIIMS/Architect.

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

11.10. Not withstanding the above clauses for (11.1) to (11.9), there is nothing in these to exempt the contractor from the operation of any other Act or Rules in force in the Republic of India

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12. LABOUR LAWS AND RULES

The Contractor shall ensure & maintain the relevant records and fulfils all conditions and requirements in accordance with :

a. The Payment of Wages Act

b. Employer"s Liability Act

c. Workmen"s Compensation Act

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

e. Apprentices Act 1961.

f. Any other Act or enactment relating thereto and rules framed there under from time to time.

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

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

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

2. Principal Employer (Banks) is registered as per the Act. Contractor holds a licence under the Act from the Local Labour Commissioner for the appointment of Contract labour.

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

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

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

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

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13. TECHNICAL SPECIFICATIONS FOR INTERIOR MATERIALS

13.1. GENERAL

This specification is for work to be done, item to be supplied and materials to be used in the works as shown and defined on the drawings and described herein, all under the supervision and to the satisfaction of the SBIIMS/Architect/Bank.

13.1.1 The workmanship is to be the best and of high standard, use must be made of special trades men in all respects of the work and allowances must be made in the rates for doing so.

13.1.2 The materials and items to be provided by the contractor shall be approved by the Competent Authority in accordance with any samples which will be submitted for approval by Contractor and generally in accordance with the Specifications Also if products are specified in the catalogue reference, the contractor will be required to obtain the approval of the Competent Authority before using a materials. The Contractor shall produce all invoices, vouchers or receipts for any material if called upon to do so by the SBIIMS/Architect/Bank.

13.1.3 Samples of all materials are to be submitted to the SBIIMS/Architect/Bank for approval before the Contractor orders or delivers the materials at site. Samples together with the their packing are to be provided free of charge by the Contractor and should any materials be rejected, they will be removed from the site at the Contractor's expense. All samples will be retained by the Competent Authority for comparison with materials, which will be delivered at the site. Also, the Contractor will be required to submit specimen finishes of colours, fabrics etc. for the approval of the SBIIMS/Architect/Bank before proceeding with the work.

13.1.4 The contractor shall be responsible for providing and maintaining and boxing or other temporary coverage required for the protection of dresses or finished work if left unprotected. He is also to clean out all shelving's, out ends and other waste from all parts of the works before coverings or in-fillings are constructed.

13.1.5 Templates, boxes and moulds shall be accurately set out and rigidly constructed so as to remain accurate during they are in use.

13.1.6 All unexposed surface of timber e. g. false ceiling, backing fillets, backs of door frames, cupboard framing, grounds, etc. are to be treated with two coats of approved timber preservative before fixing or converging.

13.1.7 Only first class workmanship will be accepted. Contractor shall maintain uniform
quality and consistency in workmanship throughout.

13.2. JOINERY:

13.2.1 Joinery is to be prepared immediately after the placing of the contract, framed up, bonded and waged up. Any portions that are wrapped or found with other defects

are to be replaced before wedging up. The whole of the work is to be framed and finished in a workmen-like manner in accordance with the detailed drawings wrought and wherever required, fitted with all necessary metal ties, straps, belts, screws, glue etc. Running beaded joints are to be cross-tongued with teak wherever 1(1/2) thick double cross tongued. Joiners work generally to be finished with fine sand/glass paper.

13.2.2 Joints: All joints shall be standard mortise and tenon, dowel, dovetail, and cross- halved. Nailed or glued butt joints will not be permitted, screws, nails etc. will be standard iron or wire of oxidized nettle fold tenon should fit the mortises exactly.

13.2.3 Nailed or glued butt joints will not be permitted except in exceptional cases with approval of SBIIMS/Architect/Bank.

13.2.4 Where screws shown on a finished surface, those will be sunk and the whole plugged with a wood plug of the same wood and grain of the finished surfaces will be neatly punched and the hole filled with wood filler to match the colour.

13.2.5 Should joints in joiner's work open, or other defects arise within the period stated for defect liability in the contract and the clause thereof, be deemed by the SBIIMS/Architect/Bank to be due such defective joinery shall be taken down, and refilled, redecorated and/or replaced if necessary and any work disturbed shall be made good at the Contractor's expense.

13.2.6 Nails spikes and bolts shall be of lengths and weights approved by the SBIIMS/Architect/Bank. Nails shall comply with is 1959-1960 or equivalent approved quality sample. Brass-headed nails are to comply with B. S. 1210. Wire staples shall comply with B. S. 1494 or equivalent.

13.2.7 The contact surface of dowels, tennons wedges etc., shall be glued with an approved adhesive.

13.2.8 Where glued, joinery and carpentry work is likely to come into contact with moisture, the glue shall be waterproof.

13.3 HARDWARE AND METALS:

The hardware throughout shall be of approved manufacture or supplier well made and equal to in every respect to the samples to be deposited with the SBIIMS/Architect/Bank. The contractor may be required to produce and provide samples from many different sources before the SBIIMS/Architect/Bank takes decision and he should allow his rates for doing so.

13.3.1 Fittings generally shall be brass oxidized, unless otherwise specified and shall be suitable for their intended purpose. In any case, it will have to be approved by SBIIMS/Architect/Bank before the Contractor procures it at site of work.

13.3.2 Screws are to match the finish of the article to be fixed, and to be round or flat headed or counter sunk as required**.**

13.3.3 The contractor should cover up and protect the brass and bronze surfaces with a thick grease or other suitable productive material, renew as necessary and subsequently clean off away on connection.

13.3.4 Aluminium and stainless steel shall be of approved manufacture and suitable for its particular application. Generally, the surface of aluminium shall have an anodized finish and both shall comply with the samples approved by the SBIIMS/Architect/Bank. All stainless steel sheets shall be 304 S. S. Japan or equivalent with gauge as specified but not thinner than 16G.

13.3.5 All steel, brass, bronze, aluminium and stainless steel articles shall be subjected to a reasonable test at the Contractor's expense.

13.3.6 All brazing and welds are to be executed in a clean and smooth manner rubbed down and left in the flattest and tidiest way, particularly where exposed.

13.3.7 Chromium plating shall be in accordance with I. S. Standard or as per approved specification for normal outdoor conditions and shall be on a base material of copper or brass.

13.4 GLAZIER:

13.4.1 All glass to be of approved manufacturer complying with IS 3548-1966 as per approved quality and sample to be of the selective qualities specified and free from bubbles, smoke, air holes and other defects.

13.4.2 Polished plate glass shall be "glazing glass" (G. G.) quality and that for mirrors shall be "silvering quality" (S.G.) conforming to IS 3438-1965 or as per approved sample and quality.

13.4.3 The compound for glazing to metal is to be a special non-hardening compound manufactured for the purpose and of a brand and quality approved by the SBIIMS/Architect/Bank.

13.4.4 While cutting glass, proper allowance be made for expansion. Each square of glazing to be in one whole sheet. On completion of work clean all glass inside and cut, replace all cracked scratched and broken panes and leave in good condition.

13.5 PAINT AND POLISHES:

13.5.1 All material required for the works shall be of specified and approved manufacturer, delivered to the site in the manufacturer's container's name or trade mark with a description of the contents and colour. All materials are to be stored on the site.

13.5.2 Spray painting with approved machines will be permitted only if written approval has been obtained from the SBIIMS/Architect/Bank prior to painting. No spraying will be permitted in the case of priming costs nor where the soiling of adjacent surfaces is likely to occur. The buzzle and pressure to be so operated as to give an even

coating throughout to the satisfaction of the SBIIMS/Architect/Bank. The paint used for spraying is to comply generally with the specification concerned and is to be specially prepared by the manufacturer for spraying. Thinning of paint made for brushing will not be allowed.

13.5.3 Wood preservative shall be Solignum or other equal and approved impregnating wood preservative and all concealed woodwork shall be treated with wood preservative.

13.5.4 All brushes, tools, pots kettles etc. used in carrying out the work shall be clean and free from foreign matter and are to be thoroughly cleaned out before being used with a different type of class of materials.

13.5.5 All iron or steel surfaces shall be thoroughly scraped and rubbed with wire brushes and shall be entirely free from rust, mill scale etc. before applying the priming coat.

13.5.6 Surfaces of now wood work which to be painted are to be rubbed down, cleaned, down to the approval of the SBIIMS/Architect/Bank.

13.5.7 Surfaces of previously painted woodwork which are to be painted are to be cleaned down with soap and water, detergent solution or approved solvent to remove dirt, grease etc. Whilst wet the surfaces shall be flatted down with a suitable abrasive and then rinsed down and allowed to dry. Minor areas of defective paint shall be removed by scraping back to a firm edge and the exposed surface touched in with primer as described and soaked with putty. Where woodwork has been previously painted or polished and it is to be newly polished, with scrapping, burning off or rubbing down and making surface properly.

13.5.8 Surfaces of previously painted metal which shall be painted are to be cleaned down and flattened down as described in surfaces of any rust and loose scale shall be removed completely by chipping, scrapping and wire brushing back to the bare metal and touched in with primer as described.

13.6 UPHOLSTERY:

13.6.1 This will be of first class standard workmanship with webbing, no-sag springs, coiled springs, padding and filling as specified on drawing. Covering fabrics will be seen, tufted, and corded as shown on the drawing and as approved by the SBIIMS/Architect/Bank.

13.6.2 Cushion Vents: Brass "cushion Vents" should be installed at the back or under side or seat cushions (especially those covered in leather vinyl plastic or very tightly woven fabric) to allow air to escape easily and to prevent torn seems.

13.6.3 Materials: Finished timber shall be of the type specified. Furnishing fabrics, colour, pattern, substance to be as specified, no variations of this will be permitted unless with prior approval of the SBIIMS/Architect/Bank.

13.7 POLISH:

13.7.1 French polish: The basic material shall be shellac dissolved in mentholated spirit.

Preparation:
The timber must be well sanded and cleaned and the grain filled with grain filler. Any staining must be done before applying the polish.

Equipment:
The polishing rubber the most important implement in French polish shall consist of a pad of cotton wool, which acts as a reservoir for the polish, and a cover of soft white linen of cotton fabric, similar to a well-worn handkerchief which acts as a fitter. The rubber must never be dipped into the polish; it should be charged by pouring the polish on to the pad with the cover removed.

Application:
Work evenly over the surface with a slow figure-of-eight motion until the timber is coated with a thin layer of polish. The object is to apply a series of thin coats, allowing only a few minutes for drying between the coats. When a level and even-bodied surface is obtained the work is ready for the second stage i.e. spiriting off.

Allow the work to stand for at least eight hours, then take a fresh rubber with a double thickness of cover material and charge it with mentholated spirit. The object of spiriting off into and remove the rubber marks and to give the brilliance of finish.

Finally, work in the direction of the grain and continue until the surface is free from smears and rubber marks then leave to harden off.

13.7.2 Wax polish:
Wax polish shall contain silicones and driers. A good silicon wax is to be used not a creamy or spray. The timber shall be sealed first with another finish such as Ron seal, before applying wax.

Application:
Apply coat of the sealer by brush or cloth direct to the unfilled timber, working it well in and finishing evenly with the grain. Allow to dry thoroughly then sand lightly with fine abrasive paper. Apply a heavy coat of wax by cloth on flat surfaces, with a stiff brush. Work it well into the timber and finish off by stroking with the grain before leaving to harden. Leave for four hours before rubbing up with a soft brush. Finally, buff the grain with a soft cloth.

13.7.3 Transparent Coloured Polyurethane (Melamine)
This shall be applied where natural grain of the wood is required to show. Polyurethane gives tough surface which resist chipping, scratching and boiling water.

Application:
Clean off all grease and wax with an abrasive and white spirit, this should not be applied in humid conditions. Apply the first coat, preferably of clear hard glaze with a cloth pad. Leave this to dry for at least six hours, then apply further coats with a paintbrush. If you wait for longer than 24 hours between coats, rub down the previous coat with fine glass

paper or a medium grade of steel wool. Obtain a matt finish, if required, by giving a final coat of clear Reseal Matt coat.

13.8 TIMBER:

13.8.1 Only seasoned Teakwood to be used.

13.8.2 Use of Rose wood wherever specified.

13.8.3 All the wood shall be properly seasoned, natural growth and shall be free from worm holes, loose or dead knots or other defects, saw die square and shall not suffer warping, splitting or other defects.

13.8.4 The moisture content shall not exceed 12%.

13.8.5 All internal frame work shall be treated with approved wood preservative.

13.8.6 All wood brought to site should be clean shall not have any preservative or other coating/covering.

13.8.7 All rejected decayed, bad quality wood shall be immediately removed from site.

13.8.8 All wood brought to site must be stacked-stored properly as per instructions.

13.9 PLYWOOD:

13.9.1 Plywood/medium density fibre board/teak practical board/ Veneer shall be as specified in the approved list of manufacturers shall be used.

13.9.2 Commercial ply shall confirm I. S. I. 303 of approved make.

13.9.3 Marine plywood shall generally conform to generally I. S. 303 BWR or unless specified I.S.710-1980(BWP)

13.9.4 Particle board shall be phenol formaldehyde bonded and generally conform to I. S. 3087-1965.

13.9.5 Only 3mm to 4mm thick straight-grained groups matching approved veneers shall be used. No extra claim will be entertained for veneer if found of extra thickness.

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13.10 LIST OF APPROVED MANUFACTURERS / NATURAL SOURCES OF MATERIALS to be used in the interior & furnishing works subject to the approval of samples by the SBIIMS/Architect / Bank. (all the materials used have to confirm to green interior norms of IGBC)

S.No.	Description		Name of the manufacturer
1	Aluminium extrusions for doors, partitions etc.	:	INDAL/JINDAL/OEL or any other approved manufacturer conforming to I.S. specifications.
2	Hardware		
	a) Aluminium	:	M/s Metako, M/s Allen, M/s Crown, M/s Ajanta Steel Pvt. Ltd. or equivalent with ISI mark.
	b) Brass	:	M/s Brass Arts (India) Pvt. Ltd. M/s Vijay Industrial Engineering Corporation.
	c) Locks	:	M/s B & R Brass Collection M/s Godrej M/s ACME Locks Limited M/s Secur Industries Ltd. M/s Yale India Ltd. M/s Golden Industries Ltd.
	d) Floor Spring	:	M/s EVRITE Agencies Pvt. Ltd. M/s NITA Floor Spring HARDWYN, KELWYN, DOORSET, or as approved.
	e) Screw	:	M/s Nettle fold/G.K.W.
	f) Castors	:	M/s Efficient Gadgets'
3	Synthetic enamel paint, Distemper, plastic emulsion paints	:	M/s ICI India Ltd. M/s Berger Paints (I) Ltd. M/s Jenson & Nicholson (I) Ltd. M/s Nerolac, Asian paints, Sterling paints
4	Glazing	:	M/s Hindustan Pilkington M/s Float Glass India Ltd M/s Modi Guard M/s Saint Gobain or equivalent.
5a	Ply wood/Block Board	:	Century ply wood (I) Ltd. Green ply Swastika ply board Ltd. Archid ply, Mayur, Truwood or as approved
5b	MDF	:	Greenply / Century or as approved.
5c	GI wall partition system (Drywall)	:	Gyproc / India Gypsum / Gypsteel / Frame Work / Rondo / BMS or as approved.
6	Phenol bonded exterior grade teak particle board	:	Approved manufacturer with ISI mark.
7.	Pre-laminated Particle Board phenol bonded exterior grade	:	Novopan or approved manufacturer with ISI mark.

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	with ISI mark.		
8	False ceiling	:	
a	False ceiling (gypsum)	:	Gyproc (M/s Saint Gobain) / M/s India Gypsum Ltd. or equivalent approved quality.
b	False Ceiling Tiles (Mineral Fibre)	:	Armstrong / Gyproc/ Boral / BMF or as approved.
c	GI support system for false ceiling.		Gypsteel / Frame Work / Rondo / BMS / Armstrong or as approved.
9	Laminate	:	M/s Marino, M/s Decolam, M/s Formica, M/s Greenlam, Century or equivalent.
10	PVC Flooring	:	M/s Bhor Industries M/s Krishna Vinyle Limitedor equivalent approved quality.
11	Carpet	:	Glamour or Favorit (Balta Industries) or Gala Pablo or Fresco (Imperial Tufting Company) Transasia.
12	Furnishing Fabric	:	Woven type 'Harmony' range from 'Vimal' or equivalent like seasons furnishing' Eden Furnishing or Shyam Ahuja Ltd. or equivalent approved by the Bank's Engineer
13	Leather Foam	:	M/s Bhor Industries M/s Chateaud AX or or equivalent approved by the Bank's Engineer
14	Sun Control Film	:	M/s Sun Control Garware Polyster Film or equivalent approved quality with ISI mark.
15	Polyurethane Paint	:	M/s MRF Limited or equivalent approved by the Bank's Engineer
16	Teak/Cedar/Mehogany/Wallnut/ Veneer	:	M/s Kitply idustries Ltd. M/s Green Ply Industries Ltd. M/s Durian M/s Century Ply Boards (I) Ltd.
17	Burl Veneer	:	M/s Kitply Industries Ltd. M/s Durian or approved quality M/s Century Ply Boards (I) Ltd.
18	Soft Board	:	Jolly Board or as approved.
19	Writing Board	:	White mark or as approved.
20	Adhesives	:	Fevicol SH / Araldite /Movicol or as approved.

NOTE : The contractor shall use only above mentioned material. All other materials shall confirm to the specifications laid down. The tenderer shall take this into account while tendering rates / prices.

Signature & Stamp of Contractor

19. DECLARATION

I/We have inspected the site **Rampura Branch, Mandsaur RBO, under AO, Indore** of State Bank of India and I/We have made me/ us fully acquainted with the local conditions in and around the sites of works and Lay out drawings of works, drawings of each items etc. complete.

I/We hereby declare that I/ We have carefully gone through the conditions laid down in the Notice Inviting Tender, General notes, General Conditions of Contract, Special conditions, Schedule of approximate quantities and rates , Form of Agreement, General Specification, Approved manufacturers/ natural source of materials (i.e. all parts of Technical bid), Technical Specifications of schedule of quantities (i.e. all parts of Price bid), and clearly understood all the same and on the basis of the same I/ We have quoted our rates in the Schedule of Quantities/BOQ attached with the tender documents.

We accept all the terms and conditions of tender documents. We will abide by the technical specification mentioned in the tender. We here by undertake to use only specified material/ make as per the tender schedule.

I/ We hereby declare that, in particular during execution of all works at site; it will be my/ our sole responsibility to strictly adhere to/ meticulously follow the General Specification, Approved manufacturers/ natural source of materials, Technical Specifications of schedule of quantities, all drawings of layout and items.

For any type of deviation (to any of above or subsequent instructions), it will be my/ our responsibility to obtain the written instruction of the Engineer-in-charge for the same failing which it shall be deemed that I have carried out any such deviations at my own and I shall be duty bound to replace the all deviated material/ works from the site at my/ our cost as well as I shall be liable to penalized by the employer as deemed fit and for all such loses made thereof, I/ we shall not have any right to arbitrate in any manner.

I/ We hereby declare that I/ We shall obtain necessary drawings of items from employer in time and also shall uniformly maintain such progress as may be directed by the employer to ensure completion of same within the target date/ time as mentioned in the tender document.

Date: Signature and seal of Contractor/ Tenderer

Witness : Name & Signature
1.
2.

NOTE : ANY CLARIFCATIONS SOUGHT AFTER OPENING OF THE TENDERS WILL NOT BE ENTERTAINED AT ANY COST.

********** *END of Part A* **********