

**CIVIL & INTERIOR FURNISHING OF STATE BANK OF INDIA – TWO DGM
DESIGNATED HOUSES POSTED AT PUNE AND ONE GUEST HOUSE FOR OFFICERS
AT MADHUBAN SBI QUARTER, PUNE**

TECHNICAL BID

DOCUMENT ISSUED TO M/S.

DATE OF ISSUE OF TENDER: **FROM 30/06/2017 TO 14/07/2017 UPTO 11:00 A.M.**

PREBID MEETING: **ON 05/07/2017 AT 11:30 A.M. (STATE BANK OF INDIA – PREMISES
SECTION, ZONAL OFFICE, SHARDA CHAMBERS, 3RD FLOOR, 386/2, SHANKAR
SHETH ROAD, PUNE - 411 037)**

SUBMISSION OF TENDER: **ON OR BEFORE 14/07/2017 UPTO 1:00 P.M.**

PLACE OF SUBMISSION OF TENDER: **STATE BANK OF INDIA – PREMISES SECTION,
ZONAL OFFICE, SHARDA CHAMBERS, 3RD FLOOR, 386/2, SHANKAR SHETH
ROAD, PUNE - 411 037,**

E-REVERSE AUCTION- **18/07/2017 AT 3:00 P.M. ONWARDS**

Client:-

STATE BANK OF INDIA – PREMISES SECTION,
ZONAL OFFICE, SHARDA CHAMBERS,
3RD FLOOR, 386/2, SHANKAR SHETH ROAD,
PUNE - 411 037

Tel: 020-26404355/56, Fax: (020) - 26404350

Architect:-

M/s. Vastukala Design Build Solution Pvt. Ltd.

Architects & Interior Designers

Address:

101/A, 1st Floor, Hari Krupa,
Above Shri Hari Mangal Karyalaya, Pandurang Wadi,
1st Lane, Dombivli East, Mumbai-421201

Tele: 0251-2448371, Fax: 0251-2801428,

Mb: 9930131195, 9821299221, 9769442655

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STATE BANK OF INDIA, PREMISES SECTION, ZONAL OFFICE, PUNE

Notice Inviting Tender

Project - CIVIL & INTERIOR FURNISHING OF STATE BANK OF INDIA – TWO DGM DESIGNATED HOUSES POSTED AT PUNE AND ONE GUEST HOUSE FOR OFFICERS AT MADHUBAN SBI QUARTER, PUNE.

Sealed Tenders are invited from eligible Civil & Interior Contractors empanelled with State Bank of India, LHO Mumbai & Corporate Centre, Mumbai, for the works mentioned below:

1	Name of Work	CIVIL & INTERIOR FURNISHING OF STATE BANK OF INDIA – TWO DGM DESIGNATED HOUSES POSTED AT PUNE AND ONE GUEST HOUSE FOR OFFICERS AT MADHUBAN SBI QUARTER, PUNE
1.1	Who can apply (Eligibility Criteria)	All the eligible contractors empanelled with State Bank of India, MUMBAI LHO & CORPORATE CENTRE Mumbai for Civil works 1. Category 40 Lakhs to 1 Crore & 2. 1 Crore & above, can apply for this tender. Those eligible contractors who wish to apply must have Digital Signature as there will be E-reverse auction. Further, the contractors have to submit copy of Empanelment letter along with their documents in the technical bid. Tenders received from Contractors who are not eligible will be summarily rejected without assigning any reason thereof.
2	Earnest Money Deposit	Rs. 55,000/- in the form of DD of any Nationalized bank drawn in favour of State Bank of India, payable at Pune.
3	Security Deposit	For the successful bidder, total security deposit shall be 5% of contract value. Out of this 2% of the contract value is in the form of initial security deposit which includes the EMD. Balance 3% shall be deducted from the running account bill of the work at the rate of the 10% respective running account bill i.e. deduction from each running bill account will be 10%, till the 3% of the contract value is achieved and total of 5%.
4	Date of Issue of Tender	From- 30/06/2017 Tenders can be downloaded from SBI Website www.sbi.co.in/portal/web/home/procurement-news

5	Date of Pre-Bid meeting	On 05/07/2017 AT 11:30 A.M. (STATE BANK OF INDIA – PREMISES SECTION, ZONAL OFFICE, SHARDA CHAMBERS, 3RD FLOOR, 386/2, SHANKAR SHETH ROAD, PUNE - 411 037)
6	Date of Submission	Sealed envelopes to be submitted on or before 14/07/2017 up to 1:00 P.M.
7	Date of Opening of Technical Bid	14/07/2017 at 3:00 P.M.
8	E- Reverse Auction	On 18/07/2017 at 3:00 P.M. onwards. All participating contractors must have a digital signature. E-reverse auction shall be done by the e-Procurement Technologies Limited, Ahmedabad. Contact Mr. Vishnu Bhargava Ph. No. 079-40230802 E-mail Id – vishnu.bhargava@auctiontiger.net for any assistance.
9	Time of completion	60 days from the issue of work order by the bank or intimation for the commencement of work whichever is earlier.
10	Content of the tender	<ul style="list-style-type: none"> • Notice inviting tender • General rules & instructions for the guidance of tenderer. • General conditions of the contract • Technical specifications.
11	Concept of tender	The tender concept is “two envelope Concept” Part-1 Technical bid and Part-2 Price bids for captioned work shall be enclosed in two separate envelopes super-scribed with the respective contents (Technical Bid & Price Bid respectively) to be submitted on the same date and time. The EMD shall be enclosed in third separate envelope and included in the technical bid envelope.
12	Submission of tender in sealed envelopes	The original copy of tender issued shall be submitted with tender documents to: STATE BANK OF INDIA – PREMISES SECTION, ZONAL OFFICE, SHARDA CHAMBERS, 3RD FLOOR, 386/2, SHANKAR SHETH ROAD, PUNE - 411 037 Tel: 020-26404355/56, Fax: (020) - 26404350

		The tender shall be liable for rejection if any of the above requirements are not compiled with & the bank reserves the right to reject any or all tenders without assigning any reasons whatsoever.
13	Defects Liability Period	12 months.
14	Value of Interim Certificate	Rs.15 lacs.
15	Liquidated Damages	0.5% per week of delay subject to Max.5% of the contract value.
16	Retention percentage	Besides the ISD as deposited by the contractor in the above said manner the retention money shall be deducted from the running account bill at the rate of 10% of the gross value of work done by the contractor and claimed in each bill provided the total security deposit i.e. ISD plus Retention Money shall both together not exceed 5% of the contract value. Upon issuance of Virtual Completion Certificate (VCC) by the architect and its approval by Bank, half of the Security Deposit amount (i.e. 2.5% of the total contract value or total executed value, whichever is higher) shall be released & remaining half upon completion of Defect Liability Period.
17	Retention period	12 months from the date of Virtual completion of the work & issue of the virtual completion certificate by the Project Consultants.
18	Contact person from whom Tender enquiry to be obtained and clarifications to be sought.	Ar. Shantanu Chikodi (Mb- 9930131195, 0251-2448371) Vastukala Design Build Solution Pvt. Ltd.
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.		
SBI has the right to accept/reject any / all tenders without assigning any reasons.		
		For and behalf of State Bank of India

Signature of the Contractor/Tenderer with seal

BUSINESS RULES FOR REVERSE AUCTION

A reverse action event will be carried out by M/s e-Procurement Technologies Pvt. Ltd. (abcprocure) among the venders whose technical bids are accepted, for providing opportunities to the venders/bidders dynamical through the reverse auction process, the lowest bidder (L-1) in reverse auction process will be identified.

1. For the proposed reverse auction, technically and commercially accepted bidders only shall be eligible to participate.
2. SBI will engage the services of a service provider who will provide all necessary training and assistance before commencement of online bidding on Internet.
3. SBI will inform the vendor in writing in case reverse auction, the details of service provider to enable them to contract and get trained.
4. Business rules like event date, time, start price, bid decrement, extensions etc. also will be communicated through service provider for compliance.
5. Vendor have to fix the compliance form in the prescribed (provided by the service provider) before start of reverse auction. Without this the vendor will not be eligible to participate in the event.
6. Reverse auction shall be conducted on schedule date and time.
7. At the end of reverse auction the lowest bidder value will be known in the network.
8. The lowest bidder has to fix the duly signed filled in prescribed format as provided to SBI though service provider within 24 hours of action without fail.
9. Any variation between the online bid value and signed document will be considered as sabotaging the tender process and will invite disqualification of vender to conduct business with SBI as per prevailing procedure.
10. In case SBI decided not to go for reverse auction procedure for this tender enquiry, the price bid and price impacts, if any already submitted and available with SBI shall be opened as per SBI standard practice.

BUSINESS RULE FOR FINALIZATION OF THE PROCUREMENT.

SBI shall finalize the procurement of the item against this Tender through reverse auction mode. SBI has made arrangement with M/s. e-Procurement Technologies Pvt. Ltd., Ahmedabad, (ETPL) who shall be SBI's services provider for the same, Please go through the guidelines given below and submit your acceptance to the same along with your Commercial bid.

1. Computerized Reverse auction shall be conducted by SBI, on pre-specified date, while the vendors shall be quoting from their own offices/place of their choice. Internet connectivity and other paraphernalia requirements shall have to be ensured by vendors themselves. In the event of failure of their internet connectivity, (due to any reason whatsoever it may be) it is the bidders connectivity, (due to any reason whatsoever it may be) it is the bidders responsibility/decision to send fax communication, immediately to ETPL furnishing the price, the bidder wants to bid online, with a request to ETPL to upload the faxed price on line so that the service provider will up load that price on line on behalf of the bidder. It shall be noted clearly that the concerned bidder communicating this price to service provider has to solely ensure that the fax message is received by ETPL in a readable/legible form and also the Bidder should simultaneously check up with ETPL over phone about the clear receipt of the price faxed. It shall also be clearly understood that the bidder shall be at liberty to send such fax communications of prices to be uploaded by ETPL only before the closure of Bid time and under no circumstances it shall be allowed beyond the closure of bid time. Such bidders have to ensure that the service provider is given a reasonable required time by the bidders to upload such faxed prices online and if such required time is not available at the disposal of ETPL at time of receipt of the fax message from the bidders, ETPL will not be uploading the prices. It is to be noted that either SBI or ETPL are not responsible for these unforeseen circumstances. In order to word off such contingent situation, bidders are requested to make all the necessary arrangements/alternatives, whatever required so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully. However, the vendor are requested to not to wait till the last moment to quote their bids to avoid any such complex situations.
2. ETPL shall arrange to train your nominated person(s), without any cost to you. They shall also explain to you, all the rules related to the reverse auction/Business rules document to be adopted along with bid manual. You are required to give your compliance on it before start of bid process.
3. **BIDING CURRENCY AND UNIT OF MEASUREMENT:** Bidding will be conducted in Indian Rupees (INR) per Unit item rate.

BIDDING CURRENCY AND UNIT OF MEASUREMENT (for foreign bidders): Bidding will be conducted in Indian Rupees (INR) only per Unit item rate. THE EXCHANGE RATE APPLICABLE WILL BE INTIMATED A DAY BEFORE THE DATE OF REVERS AUCTION thro' email by SBI TO BOTH ETPL AND VENDORS ELIGIBLE TO PARTICIPATE IN REVERSE AUCTION.

4. **BID PRICE:** The Bidder has to quote the Total cost to SBI for the items specified in the BOQ provided along with the Technical Bid.
5. The technical & commercial terms as per SBI Tender terms & conditions.
6. **VALIDITY OF BIDS:** The Bid priced shall be firm and shall not be subjected to any change whatsoever.
7. At the end of the reverse auction, bidder has to provide a details break up for his lowest offer as per the price bid (BILL OF QUANTITIES) format mentioned in the technical bid.
8. **Bidding Example:** The final rates of the items will have to be calculated in ratio to total amount quoted by the lowest bidder through reverse auction process and the amount quoted in the estimated price bid.

Example:

Estimated Price Bid:

Item	Rate (R)	Qty	Amount
A	100	2	200/-
B	200	3	600/-
C	300	4	1200/-
Total amount in estimated Price bid			2000/-

The total amount mentioned in the estimated price bid is Rs.2,000/- but the final L-1 amount quoted by the vendor through E-reverse auction is Rs.1,600/- then the K factor for L-1 vendor will be calculated as under:

Ratio K= (Total amount quoted by the lowest bidder through reverse auction process) / (The amount quoted in estimated price bid)

$$K = 1600/2000 = 0.8$$

The item wise final price to be confirmed by the vendor shall be as under:

Item	Final Rate- k (R)	Qty	Amount
A	100*0.8	2	160/-
B	200*0.8	3	480/-
C	300*0.8	4	960/-
Total amount worked out after e-reverse Auction			1,600/-

The lowest bidder after the e-reverse auction process will have to fax and email the duly signed filled in prescribed format of Annexure-B to SBI through service provider within 24 hours of auction without fail.

9. Procedure of Reverse Auctioning

- i. Sealed bid Auction- The opening bid (in the initial auction) of the bidders shall place a bid which shall be same as that quoted in their final sealed price submitted to SBI or less. The bidder shall ensure that their opening bid shall be same as that quoted in their final sealed price bid submitted against tender, if it is found to be otherwise at a later date, the bidder will be disqualified from the tender.
- ii. English Reverse (no ties) (Reverse Auction) – SBI will declare its Opening price (OP), which shall be visible to all vendors during the start of the reverse auction. You will be required to start bidding after announcement of opening price and decrement amount.
- iii. Sealed bid auction will be for **5 minutes** and English Reverse (no ties) shall be for a **period of one hour**. If a bidder places a bid in the last 10 minutes of closing of the auction, the auction shall get extended automatically for another 5 minutes. In case there is no bid in the last 5 minutes of closing of auction shall get closed automatically without any extension.
- iv. The bid decrement amount shall be specified by SBI before start of bidding.

10. Successful vendor shall be required to submit the final prices, quoted during the English Reverse (no ties) in Annexure-III Format after the completion of auction to SBI, duly signed and stamped as token of acceptance without any new condition other than those already agreed to before start of auction.

11. During English (no ties), if no bid is received within the specified time, SBI at its discretion, may decide to revise Opening price/scrap the reverse auction process/proceed with conventional mode of tendering.

12. Your bid will be taken as an offer for this Project. Bids once made by you cannot be cancelled / withdrawn and you shall be bound to supply as mentioned above at your final bid price.

Should you back out and not supply and installation as per the rates quoted, SBI shall take action as appropriate.

13. You shall be assigned a Unique User Name and Password by ETPL. You are advised to change the password after the receipt of initial password from ETPL to ensure confidentiality. All bids made from the login ID given to you will be deemed to have been made by your company.
14. You will be able to view the following on your screen along with the necessary fields in the English Reverse (no ties) (Reverse Auction)
 - a. Leading bid in the auction (only total price)
 - b. Bid placed by you
 - c. Opening price
 - d. Your rank in the auction.
15. At the end of the reverse auction, SBI will decide upon the winner. SBI's decision on award of contract shall be final and binding on all the bidders.
16. SBI shall be at liberty to cancel the reverse action process/tender at any time before ordering, without assigning any reason.
17. SBI shall not have any liability to bidders for interruption or delay in access to the site irrespective of the cause.
18. Other terms and conditions shall be as per your techno-commercial offers and others correspondence till date.
19. You are required to submit your acceptance to the terms/conditions/modality given above before participating in the reverse auction.

TERMS AND CONDITIONS OF REVERSE AUCTION

1. **LOG IN NAME AND PASSWORD:** Each bidder is assigned a Unique User Name & Password by ETPL. The bidders are requested to change the Password after the receipt of initial Password from ETPL.
All bids made from the Login ID given to bidder will be deemed to have been made by the bidder.
2. **BIDS PLACED BY BIDDER:** The bid of the bidder will be taken to be an offer to execute the work. Bids once made by the bidder cannot be cancelled. The bidder is bound to execute the work as mentioned above at the price that they bid should any bidder back out and not make the supplies and installation as per the rates quoted, SBI and /or ETPL shall take action as appropriate.
3. **LOWEST BID OF A BIDDER:** In case the bidder submits more than one bid, the lowest bid will be considered as the bidder's final offer to execute the work.
4. **AUCTION TYPE:**
 - i) Sealed Bid Auction
 - ii) English Reverse No Ties
5. **DURATION OF AUCTION:** The duration of Auction will be for an hour. If somebody is bidding just before 5 minutes of Auction closing the Auction will; get extended for another 5 minutes (THIS SCHEDULE IS TENTATIVE. IF ANY CHANGE IN SCHEDULE, THE SAME SHALL BE COMMUNICATED TO YOU).
6. **BID DECREMENT:** The minimum Bid decrement shall be available to the Bidders at the start of the auction. The bidder can view the same by clicking on the item details at the start of the auction. The bidder can bid lower than the lowest bid in the auction by a decrement, multiple of the minimum Bid Decrement
7. **VISIBILITY TO BIDDER:** The Bidder shall be able to view the following on his screen along with the necessary fields during English Reverse No ties Auction:
 - Leading Bid in the Auction
 - Bid Placed by him
 - Your Rank
8. **AUCTION WINNER:** At the end of the Reverse Auction SBI will evaluate all the bids submitted and will decide upon the winner.

9. **GENERAL TERMS & CONDITIONS:** Bidders are required to read the “Terms & Conditions” section of the auctions site using the Login ID and Passwords given to them.

10. OTHER TERMS & CONDITIONS:

- The Bidder shall not involve himself or any of his representatives in price manipulation of any kind directly or indirectly by communication with other suppliers/ bidders.
- The Bidder shall not divulge either his Bids or any other exclusive details of SBI to any other party.
- SBI’s decision on award of Contrast shall be final and binding on all the Bidders.
- SBI along with ETPL can decide to extend, reschedule or cancel any Auction. Any changes made by SBI and / or ETPL, after the first posting will have to be accepted if the Bidder continues to access the site after that time.
- ETPL shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
- ETPL is no responsible for any damages, including damages that result form, but are not limited to negligence. ETPL will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

N. M.

- All the bidders are requested to ensure that they have a valid digital certificate well in advance to participate in the online event.
- All the Bidders are required to submit the Agreement Form. (Annexure-II)
Duly signed to M/s. e- Procurement Technologies Pvt. Ltd. Ahmedabad before due date.
After the completion of the Auction event, all the Bidders have to submit the price a Break up immediately to M/s. e procurement Technologies Pvt. Ltd. Ahmedabad for further proceedings.

ANNEXURE-I

The List of Items to be procured along with the Quantities and the Auction Start Time & Close Time is as follows.

ITEM DESCRIPTION: CIVIL & INTERIOR FURNISHING OF STATE BANK OF INDIA – TWO DGM DESIGNATED HOUSES POSTED AT PUNE AND ONE GUEST HOUSE FOR OFFICERS AT MADHUBAN SBI QUARTER, PUNE against the Tender.

Item	Quantity	Opening Prices in Rs.	Bid Decrement in Rs.	Opening Time	Closing Time
CIVIL & INTERIOR FURNISHING OF STATE BANK OF INDIA – TWO DGM DESIGNATED HOUSES POSTED AT PUNE AND ONE GUEST HOUSE FOR OFFICERS AT MADHUBAN SBI QUARTER, PUNE	ONE System (As per BOQ)	Would be displayed before five minutes of the Auction	Would be displayed on the Auction Screen	15.00 hrs 1 ST	16.00 hrs. 1 ST

ANNEXURE-II

Process Compliance Form

(The bidders are required to print this on their company's letter head and sign, stamp before faxing.

To,
e- procurement Technologies Pvt. Ltd. (abcprocure)
B- 705, Wall Street-ii,
Opp. Orient Club,
Nr. Gujarat College,
Ahmedabad-380 006
Gujarat State, India.

Sub: Agreement to the process related Terms and Conditions for the Reverse Auction.

Dear Sir,

This has reference to the Terms & conditions for the Reverser Auctions mentioned in the Tender document for **CIVIL & INTERIOR FURNISHING OF STATE BANK OF INDIA – TWO DGM DESIGNATED HOUSES POSTED AT PUNE AND ONE GUEST HOUSE FOR OFFICERS AT MADHUBAN SBI QUARTER, PUNE** against the Tender.

This letter is to confirm that

- 1) The undersigned is authorized representative of the company.
- 2) We have studied the commercial Terms and the Business rules governing the Reverses Auction and the RFP as mentioned in your letter and confirms our agreement to them.
- 3) We also confirm that we have taken the training on the auction on the auction tool and have understood the functionality of the same thoroughly.
- 4) We confirm that SBI Group and ETPL shall not be liable & responsible in any manner whatsoever for my / our failure to access & bid on the e- auction platform due to loss of internet connectivity, electricity failure, virus attack problems with the PC any other unforeseen circumstances etc, before or during the auction event.
- 5) We understand that in the event we are not able to access the auction site, we may authorize ETPL to bid on our behalf by sending a fax containing our offer price before the auction close time and no claim can be made by us on either State Bank Group or ETPL

regarding any loss etc. suffered by us due to acting upon our authenticated fax instructions.

- 6) I/ we do understand that ETPL may bid on behalf of other bidders as well in case of above mentioned exigencies.
- 7) We also confirm that we have a valid digital certificate issued by a valid certifying Authority.
- 8) We also confirm that we will fax the price confirmation & break up of our quoted price as per Annexure III & IV and the format as requested by SBI/ETPL.

We, hereby confirm that we will honor the Bids placed by us during the auction process.

With regards,

Signature with company seal

Name-

Company/Organization-

Address of Company/Organization-

ANNEXURE-III

To,
E-Procurement Technologies Pvt. Ltd (abcprocure)
B-705, Wall Street-II,
Opp. Orient Club,
Nr. Gujarat College,
Ahmedabad-380 006
Gujarat State, India

Sub: Final price quoted during reverse auction and price break up- CIVIL & INTERIOR FURNISHING OF STATE BANK OF INDIA – TWO DGM DESIGNATED HOUSES POSTED AT PUNE AND ONE GUEST HOUSE FOR OFFICERS AT MADHUBAN SBI QUARTER, PUNE

Ref:

1. SBI Tender No. will be given
2. Reverse auction- will be given
3. Our offer No.

Dear Sir,

We confirm that we have quoted.

1.
(Price quoted on total cost to SBI basis-for ONE System as per BOQ)
As our final lump sum prices during the Reverse Auction conducted today.
Thanking you and looking forward to the valuable order from SBI.

Yours sincerely

For _____
Name: _____
Company: _____
Date: _____
Seal: _____

PRICE BREAK UP (ANNEXURE IV)

Price Break Up

As per tender document

TECHNICAL BID

TENDER FOR

**CIVIL & INTERIOR FURNISHING OF STATE BANK OF INDIA – TWO DGM
DESIGNATED HOUSES POSTED AT PUNE AND ONE GUEST HOUSE FOR OFFICERS
AT MADHUBAN SBI QUARTER, PUNE**

DOCUMENT ISSUED TO M/S.

DATE OF ISSUE OF TENDER: **FROM 30/06/2017 TO 14/07/2017 UPTO 11:00 A.M.**

PREBID MEETING: **ON 05/07/2017 AT 11:30 A.M. (State Bank of India, Pune Zonal Office,
Premises department, 3rd floor Sharda Chambers, Shankar Sheth road, Pune)**

SUBMISSION OF TENDER: **ON OR BEFORE 14/07/2017 UPTO 1:00 P.M.**

PLACE OF SUBMISSION OF TENDER: **State Bank of India, Pune Zonal Office, Premises
department, 3rd floor Sharda Chambers, Shankar Sheth road, Pune.**

REVERSE AUCTION- **18/07/2017 AT 3:00 P.M. ONWARDS**

Client:

STATE BANK OF INDIA – PREMISES SECTION,
ZONAL OFFICE, SHARDA CHAMBERS,
3RD FLOOR, 386/2,
SHANKAR SHETH ROAD,
PUNE - 411 037

Architect:

Vastukala Design Build Solution Pvt. Ltd.
Architects & Interior Designers
101/A, 1st Floor, Hari Krupa,
Above Shri Hari Mangal Karyalaya,
Pandurang Wadi,
1st Lane, Dombivli East, Mumbai-421201
Tele: 0251-2448371, Fax: 0251-2801428,
Mb: 9821299221, 9769442655

VOLUME A: CONDITIONS OF CONTRACT

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4.	Section IV – Criteria for two part tender submission and evaluation
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6.	Section VI- Special conditions of contract
7.	Section VII – Summary of tender
8.	Section VIII- Appendix – submittals
9.	Section IX- Check List for Enclosures from Bidders

SECTION - I
TENDER FORM

To,
THE AGM,
STATE BANK OF INDIA – PREMISES SECTION,
ZONAL OFFICE, SHARDA CHAMBERS,
3RD FLOOR, 386/2,
SHANKAR SHETH ROAD,
PUNE - 411 037.

Dear Sir,

I/ We, having examined the drawings, specifications, design and bill 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 within the time specified in the said memorandum at the rates mentioned in the attached bill of quantities and in accordance in all respects with the specification, design, drawings and instruction in writing referred to in conditions of tender, the articles of Agreement, Condition of Contract, Bill of Quantities and with such materials as are provided for, by, and in all other respects in accordance with such conditions so far they may be applicable.

(a) Description of Works:

CIVIL & INTERIOR FURNISHING OF STATE BANK OF INDIA – TWO DGM DESIGNATED HOUSES POSTED AT PUNE AND ONE GUEST HOUSE FOR OFFICERS AT MADHUBAN SBI QUARTER, PUNE.

(b) Earnest money:

Rs. 55,000/- (Rupees Fifty Five Thousand Only) by a Demand Draft from any Nationalized Bank in favour of Sate Bank of India, Payable at Pune.

(c) Security deposit:

For the successful bidder, total security deposit shall be 5% of contract value. Out of this 2% of the contract value is in the form of initial security deposit which includes the EMD. Balance 3% shall be deducted from the running account bill of the work at the rate of the 10% respective running account bill i.e. deduction from each running bill account will be 10%, till the 3% of the contract value is achieved and total of 5%.

(d) Refund of security deposit: Total security deposit thus becomes **5%** of the contract value or total executed value, whichever is higher. Upon issuance of virtual Completion Certificate (VCC) by the architect and its approval by Bank, half of the Security

Deposit amount (i.e. 2.5% of the total contract value or total executed value, whichever is higher) shall be released. Upon completion of Defect Liability period if CVC audit process is over, then the remaining retention amount (i.e. 2.5% of the contract value or total executed value, whichever is higher) shall be released. If CVC audit process is not over, then only 1.25% of the contract value or total executed value, whichever is higher shall be released & remaining 1.25% of contract value or total executed value, whichever is higher, upon completion of CVC audit process.

Release of security deposit dependent upon the contractor's satisfactorily attending at all defects during defect liability period in accordance with the conditions of contract including site clearance and the defects pointed out by Central Vigilance Commission (CVC). No interest is payable on security deposit.

(e) Time allowed for completion 60 days from the issue of work order by the bank or intimation for the commencement of work whichever is earlier

(f) Date of Commencement Within 7 days from the date of issue of work order / LOI, whichever is earlier.

2. We agree to execute all the works therein referred to you entire satisfaction and as detailed in the contract sum analysis herewith attached.

3. Should this tender be accepted, we hereby agree to abide by and fulfill the terms and provisions of the said conditions of contract annexed hereto so far as they may be applicable or in default thereof to forfeit and pay to the **State Bank of India** the amount mentioned in the said contract.

4. I/We have submitted a Demand Draft for a sum of **Rs. 55,000/- (Rupees Fifty Five Thousand Only)** as earnest money with the **State Bank of India**, payable at Pune 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 the **State Bank of India**.

5. If this tender is accepted we agree to provide an Initial Security Deposit (for a sum equivalent to 2% (Two Percent) of the contract value including EMD for the due performance of the contract under the terms of the conditions of Contract within 7 days of acceptance of tender. The same shall be returned to the contractor (without interest) after issue of Virtual Completion Certificate by the Bank / Architect.
6. The validity of this tender is for a period of **Ninety (90)** days from the date of opening of the tender and it shall remain binding upon us and may be accepted by the **Bank** at any time before the expiration of that period without any additional cost.
7. The formal agreement when it is prepared and executed, this Tender together with your written acceptance thereof, shall constitute a binding contract between us.
8. The lists showing the particulars of fit out works carried out and the names of manufacturers of specialized items as enclosed, will be followed.
9. The dispute resolution procedure shall be as mentioned in Clause - 37 of Section V, General Conditions of Contract and as per latest Indian Arbitration & Reconciliation Act.
10. Indian law shall govern the terms and conditions under this contract.
11. NOTE: ALL PAGES OF THE TENDER DOCUMENTS SHALL BE SIGNED & STAMPED.

12. Our bankers are:

i)

ii)

Yours faithfully,

Signature of Tenderer
(By the authorized signatory of the
Lead firm with Board resolution
Reference and common seal of company)

WITNESS

i) Signature:

Occupation:

Address:

ii) Signature :

Occupation:

Address:

SECTION - II
ARTICLES OF AGREEMENT
ON NON JUDICIAL STAMP PAPER OF SUITABLE DENOMINATION ARTICLES OF
AGREEMENT (FORMAT TO BE FILLED BY CONTRACTOR)

This Agreement made at Pune on this _____ day in the Christian Year 2017

Between the State Bank of India, Pune Zonal Office, Premises department, 3rd floor Sharda Chambers, Shankar Sheth road, Pune and having one of the corporate offices at state bank Bhavan, Madame Cama Road, Nariman point, Mumbai-400021, Hereinafter referred to as “the Bank” (which expression shall unless it be repugnant to the context or meaning thereof mean and which expression shall unless repugnant to the context or meaning thereof shall include its successors and assigns of the first PART.

AND

_____ having its registered office at _____
Hereinafter to as “THE CONTRACTOR” (which expression shall, unless it be repugnant to the context or meaning thereof mean and include their heirs, executors and assigns) of the other part

The Bank is desirous of carrying out CIVIL & INTERIOR FURNISHING OF STATE BANK OF INDIA – TWO DGM DESIGNATED HOUSES POSTED AT PUNE AND ONE GUEST HOUSE FOR OFFICERS AT MADHUBAN SBI QUARTER, PUNE.

NOW THEREFORE, in consideration of the mutual covenants, undertakings and conditions set forth below, and for other valid consideration the acceptability and sufficiency of which are hereby acknowledge, the parties hereby agree as follows:

1. DEFINITIONS & INTERPRETATIONS

1.1 : The following capitalized terms, unless the context otherwise requires, shall have the meaning set forth below for all purposes of this Agreement:

“Agreement” means this agreement including all is Annexure, Schedules, Appendix and all amendments therein agreed by the parties in writing

‘The Contractor’ shall mean the individual or firm or company whether incorporated or not, undertaking the works and shall include legal personal representative of such individual or the composing the firm or company and the permitted assignees of such individual or firms of company.

The expression 'works' or 'work' shall mean the permanent or temporary work described in the "Scope of work" and / or to be executed in accordance with the contract and includes materials, apparatus, equipment, temporary supports, fittings and things of all kinds to be provided, the obligations of the contractor hereunder and work to be done by the contractor under the contract.

1.2 Interpretations:

1.2.1 Reference to a person includes any individual, firm, body corporate, association (whether incorporated or not) and authority or agency (where government, semi government or local)

The singular includes the plural and vice versa.

Reference to any gender includes each other gender.

The provisions of the contents table, headings, clause numbers, italics, bold print and underlining is for ease of reference only and shall not affect the interpretation of this Agreement.

The schedules, Annexure and Appendices to this Agreement shall form part of this Agreement.

A reference to any documents or arguments (and, where applicable, any of their respective provisions) mean those documents or agreements as amended, supplemented or replaced from time to time provided they are amended, supplemented or replaced in the manner envisaged in the relevant documents or agreements.

A reference to any statute, regulation, rule or other legislative provision includes any amendment to the statutory modification or re-enactment or, legislative provisions substituted for, and any statutory instrument issued under that statute, regulation, rule or other legislative provision

Any agreement, notice, consent, approval, disclosure or communication under or pursuant to this Agreement is to be in writing

2. COMMENCEMENT & TERM

2.1 This Agreement shall commence from its date of execution mentioned above/ deemed to have commenced from _____

2.2 This Agreement shall be in force for a period of 90 days or authorized period, unless terminates by the bank by notice in writing in accordance with the termination clauses of this Agreement.

2.3 Unless terminated earlier in accordance with this Agreement, the Agreement shall come to an end on completion of the term specified in the Agreement or on expiration of the renewed of the renewed term.

3. SCOPE OF SERVICES:

3.1 The scope and nature of the work which the service provider has to provide to the Bank (Services) is as follows: * **Scope of work includes CIVIL & INTERIOR FURNISHING OF STATE BANK OF INDIA – TWO DGM DESIGNATED HOUSES POSTED AT PUNE AND ONE GUEST HOUSE FOR OFFICERS AT MADHUBAN SBI QUARTER, PUNE**

3.2 Powers to Vary or Omit Work

No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the contract shall be made by the successful bidder except as directed in writing by bank. The bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful bidder to make any variation without prejudice to the contract. The finally selected bidders shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If any suggested variations would, in the opinion of the finally selected bidders, if carried out, prevent him from fulfilling any of his obligations under the contract, he shall notify bank thereof in writing with reasons for holding such opinion and bank shall instruct the successful finally selected bidders shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If bank confirms his instructions, the successful bidder's obligations shall be modified to such an extent as may be mutually agreed, if such variation is substantial by such variation shall be added to or deducted from the contract price as the case may be.

In any case in which the successful bidder has received instructions from bank as to the requirement of carrying out the altered or additional substituted, work which either then or later on, will in the opinion of the finally selected bidders, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.

If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of change in contract price, before the finally selected bidder(s) proceeds with the change. In all the above cases, in the event of a disagreement as to the reasonableness of the said sum. The decision of bank shall prevail.

The contractor has to provide first aid kits at site. The contractor has to ensure that all items in the kit are within the valid usable date.

Recommend termination of the contract if the performance of the contractor is found to be unsatisfactory

4. REPRESENTATIONS AND WARRANTIES

4.1 Each of the parties represents and warrants and warrants in relation to itself to the other that:

It has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement and has been fully authorized through applicable corporate process to do so.

The person(s) signing this agreement on behalf of the parties have the necessary authority and approval for execution of this document and to bind his / their respective organization for due performance as set out in this Agreement. It has all necessary statutory and regulatory permissions, approvals and permits for the running and operation of its business.

It will provide such cooperation as the other party reasonably requests in order to give full effect to the provisions of this Agreement.

The execution and performance of this Agreement by either of the parties does not and shall not violate any provision of any of the existing agreement with any of the party and any other third party.

4.2 ADDITIONAL REPRESENTATION AND WARRANTIES BY CONTRACTOR

The contractor shall perform the contract and carry out its obligations under the agreement with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry.

The contractor shall duly intimate to the bank immediately, the changes, if any in the constitution of the contract provider.

The contractor shall ensure that all persons, employees, workers and other individuals engaged by or sub-contracted by the contractor in rendering the contract under this agreement have undergone proper background check, police verification and other necessary due diligence checks to examine their antecedence and ensure their suitability for such engagement. No person shall be engaged by the contractor unless such person is found to be suitable in such verification and the contractor shall retain the records of such verification and shall produce the same to the bank as when requested.

5. CONFIDENTIALITY

For the purpose of this Agreement, Confidential Information shall mean (i) information of all kinds, whether oral, written or otherwise recorded including, without limitation, any analyses, compilations, forecasts, data, studies or other documents, regarding the past, current or future affairs, business, plans or operations of a Party to which the other Party will have access, (ii) the existence of the contemplated terms and the fact that discussions or negotiations are taking place or have taken place between the Parties concerning the contemplated terms, (iii) any and all information regarding the contemplated terms and any agreements that may be entered into in relation thereto and (iv) any customer details or other data received by a Party from the other Party or its customer(s) or otherwise shared between the Parties in connection with the Service.

Each Party shall keep confidential and shall not, directly or indirectly, disclose, except as provided in sub-clauses below, in any manner whatsoever, in whole or in part, the Confidential Information without the other Party's prior written consent.

Contractor agrees to indemnify and hereby keeps the bank indemnified against all actions, claims, loss, damages, costs, charges, expenses (including Attorney/Advocate fees and legal expenses) which bank may suffer or incur on account of breach of confidentiality obligations as per this agreement by contractor or its employees, agent, representatives, sub-contractors. Contractor further agrees to make good the loss suffered by the Bank upon first demand by the Bank which shall be final, conclusive and binding on contractor.

6. RELATIONSHIP BETWEEN THE PARTIES.

6.1 It is specifically agreed that the Service Provider shall act as independent service provider and shall not be deemed to be the Agent of the Bank except in respect of the transactions/services which give rise to Principal - Agent relationship by express agreement between the Parties.

6.2 Neither the Service Provider nor its employees, agents, representatives, Sub-Contractors shall hold out or represent as agents of the Bank.

6.3 None of the employees, representatives or agents of Service Provider shall be entitled to claim permanent absorption or any other claim or benefit against the Bank.

6.4 This Agreement shall not be construed as joint venture. Each Party shall be responsible for all its obligations towards its respective employees. No employee of any of the two Parties shall claim to be employee of other Party.

6.5 All the obligations towards the employees of a Party including that on account of personal accidents occurred while working in the premises of the other Party shall be with the respective employer and not on the Party in whose premises the accident occurred.

7. SUB- CONTRACTING

No sub-contracting of any part of the contract by the contractor shall be allowed other than those specifically mentioned in this agreement or agreed by the bank in writing.

8. PERFORMANCE GUARANTEE & PENALTY

8.1 Performance of the obligations under the agreement shall be made by the contractor in accordance with the time schedule specified in this agreement.

8.2. Any unexcused delay by the contractor in the performance of its contract obligations shall render the contractor liable to termination of the contract for default.

8.3. If at any time during performance of the contract, the contractor should encounter unexpected conditions impeding timely completion of the contract under the agreement and performance of the contract, the contractor shall promptly notify the bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable, after receipt of the contractor's notice, the Bank

shall evaluate the situation and may at its discretion extend the contractor's time for performance, in which case the extension shall be ratified by the parties by amendment to the agreement.

8.4 In the event of Nonperformance of obligation by the contractor in terms of contract documents & / or agreement then the bank shall invoke the bank guarantee (format attached) submitted by the contractor for the specified purpose.

8.5 LIQUIDATED DAMAGES

If vendor fails to perform contract in the technical specifications and scope of work with the requisite quality, minimum qualification of the manpower and within stipulated time schedule, the Bank shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent of 0.5% per week of delay subject to max. of 5% of the contract value.

9. FORCE MAJEURE:

9.1 Notwithstanding anything else contained in the agreement, neither party shall be liable for any delay in performing its obligations herein if and to the extent that such delay is the result of an event of Force Majeure.

9.2 For the purpose of this clause. "Force Majeure" means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, vis Major Act of Government impeding reasonable performance of the contractor and/ or sub-contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming force Majeure.

9.3 If a Force Majeure situation arises, the contractor shall promptly notify the Bank in writing of such conditions, the cause thereof and the likely duration of the delay. Unless otherwise directed by the bank in writing, the contractor shall continue to perform its obligations under the agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

9.4 If the event of Force Majeure continues for a period more than 30 days, the bank shall be entitled to terminate the agreement at any time thereafter. Neither party shall have any penal liability to the other in respect of the termination of this contract as a result of an event of Force Majeure. However, contractor shall be entitled to receive payments for all services actually rendered up to the date of the termination of this agreement.

10. COMPLIANCE WITH LAWS

10.1 Contractor hereby agrees and declares that it shall be the sole responsibility of contractor to comply with the provisions of all the applicable laws, concerning or in relation to rendering of services by contractor as envisaged under this agreement.

10.2 Contractor shall be solely liable and responsible for compliance of applicable central labour laws in respect of its employees agents, representatives and sub-contractors and in particular laws relating to terminal benefits such as pension, Gratuity, Provident fund, Bonus, or other benefit to which they may be entitled and the laws relating to contract labour, minimum wages etc., and the bank shall have no liability in these regards. Further, the contractor would indemnify / make good for the losses to the Bank for non-compliance or any claims against the Bank arising out of any non-compliance as above.

10.3 Contractor confirms that it has full authority to enter into this agreement and render the contract as envisaged under this agreement and all corporate or other necessary approvals have been obtained for entering into this agreement with the Bank. Further, the persons executing this agreement on behalf of the contractor have full authority and power to execute this agreement and bind contractor.

10.4 The contractor shall arrange and pay for policy under the public liability Insurance Act, 1991 and insure and keep insured all materials which are or have been declared to be hazardous under the notifications issued or that may be issued from time to time under the above said act or any rules framed there under and which substances are used by the contractor during the course of the housekeeping services under these presents.

10.5 The Contractor shall obtain adequate insurance policy in respect of the personnel engaged for the service, towards meeting the likability of compensation arising out of death, injury/disablement at work etc. and shall regularly and punctually pay each and every premium as and when the same shall become due during the currency of these presents.

10.6 The contractor should possess, for the entire duration of these presents, all licenses and registrations as may be required under any law and shall be responsible to register himself and obtain a valid license under contract labour (regulation and Abolition) Act.1950 and rules these under. The contractor shall comply with all rules and regulations in force under the said act and rules. Contractor shall also comply with all applicable laws, rules and regulations relating to provident fund. Payment of Bonus, Minimum wages or any other statutory/ Regulatory requirements. Any dispute regarding such dues shall and be dealt with and settled by the contractor.

10.7 The contractor shall in terms of the provisions of sections 16,17 and 18 of the contract labour (Regulation & Abolition) Act, 1970 and the rules framed under the said act provide the prescribed amenities to its personnel. In case of failure of contractor in comply with the said provisions, the Bank may provide the ame when called upon to do so by the competent Authorities and deduct the expenses incurred thereof from the bills of the contractor without prejudice to its other rights and remedies under these presents. The contractor shall be responsible for proper maintenance of all registers, records and accounts so far these relate to the compliance of any and all statutory provisions/obligations.

10.8 Payment of wages to all workers engaged by the contractor should be through an account maintained with any scheduled commercial Bank.

11A. CANCELLATION OF CONTRACT

- (a) The Bank may, without prejudice to any other remedy, for breach of contract or for any reason send written notice less than thirty days to the contractor, to terminate the agreement in whole or in part.
- (a) In the event of the termination of the Agreement, Service Provider shall be liable and responsible to return to the Bank all records, documents, data and information including Confidential Information pertains to or relating to the Bank in its possession.
- (b) In the event of termination of the Agreement for any reason, Bank shall have the right to give suitable publicity to the same including advising the Indian Bank's Association.
- (c) In the event of termination of the Agreement or on the expiry of the term/ renewed term of this Agreement, the Service Provider shall render all reasonable assistance and help to the Bank and any new contractor engaged by the Bank for the smooth switch over and continuity of the Services or if so required by the Bank take all necessary steps to bring the Services to a close in a prompt and orderly manner.
- (d) Upon termination or expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except:
- (a) such rights and obligations as may have accrued on the date of termination or expiration;
 - (a) the obligation of confidentiality; and
 - (b) any right which a Party may have under the Application Law.

12. RIGHT TO AUDIT:

12.1 It is agreed by and between the parties that the Bank shall have the right to audit the site and repair works at any time during the term of this agreement. All costs for such audit shall be borne by the Bank.

12.2 The Bank shall have the right to conduct audits on the contractor whether by its internal or external auditors, or by agents appointed to act on its behalf and to obtain copies of any audit or review reports and findings made on the contractor in conjunction with the services performed for the bank.

12.3 It is agreed that the Bank shall have the access to all books, records and information relevant to the works available with the contractor.

12.4 The parties agree that the Bank shall have the right, but without any obligation to monitor and assess, the services to enable the Bank to take necessary corrective measures, provided any such monitoring shall not amount to supervision of any jobs of the contractor or the employees of the contractor.

12.5 The Bank should have right to conduct surprise check of the contractor's activities in respect of the repair works.

12.6 The contractor agrees that the Bank shall have the right to disclose the details of this agreement and the details of contract covered herein to the Reserve Bank of India and Indian Banks Association.

12.7 The contractor agrees to allow the Reserve Bank of India or persons authorized by it to access the documents, records of transactions, and other necessary information stored or processed by the contractor in respect of this agreement.

12.85 The contractor agrees the documents and data in respect of the contract for such period in accordance with the legal/regulatory obligation of the bank in this regard.

12.9 The contractor agrees that the complaints/feedback, if any received from the employees/ Guest of the bank in respect of the repairs by the contractor shall be recorded and Bank/Reserve Bank of India shall have access to such records and redressal of customer complaints by the contractor.

12.10 Where any deficiency has been observed during audit of the service provider in its processing facilities and operating practices, the Service Provider shall correct/resolve the same at the earliest, and shall provide all necessary documents related to resolution thereof and shall further certify in respect with resolution of the deficiencies

13. FEES, TAXES DUTIES & PAYMENTS

13.1 Contractor shall be paid fees and charges in the manner detailed in hereunder written subject to deduction of income tax thereon wherever required under the provisions of the Income Tax Act by the bank. ****The contract Value to be indicated by the contractor after selection.***

13.1.1 PAYMENT TERMS

- a) There would be no increase in rates payable to the contractor during the contract period.
- a) The performance of the contractor shall be monitored by the monitoring committee based on the feedback from the residents on quarterly basis. The monitoring committee is empowered to recommend termination of the contract if the performance of the contractor is found to be unsatisfactory.

13.2 All other taxes including service tax, duties and other charges which may levied shall be borne by the contractor and the bank shall not liable for the same.

14. GENERAL INDEMNITY

14.1 Contractor agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages, reputation loss, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the bank may suffer or incur on account of any deficiency in repairs rendered by contractor or any act of commission/omission on the part of employees, agents, representatives or sub-contractors of contractor. Contractor agrees to make good the loss suffered by the bank on first demand made by the bank in this regards which shall be final conclusive and binding on the contractor.

14.2 Contractor further undertakes to promptly notify the bank in writing any breach of obligation of the agreement by its employees or representatives including confidentiality obligation and in such an event, the Bank will in addition to and without prejudice to any other available remedies to entitled to

immediate equitable relief in a court of competent jurisdiction to protect its interest including injunctive relief.

14.3 The contractor shall be directly and vicariously liable to indemnify the Bank in case of any misuse of data/ information of the Bank by the Contractor deliberate or otherwise.

14.4 The contractor shall indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities of whatsoever nature arising out of or in connection with all claims of infringement of trade mark, patent, copyright, industrial design or any other intellectual property rights of any third party arising from the repair or use of any product under this agreement, subject to the following condition:

14.4.1 The Bank shall promptly notify the contractor in writing of any allegations of infringement of which it has notice.

16. CONTINUANCY PLANS & CONTINUITY ARRANGEMENTS:

16.1 The contractor shall arrange and ensure proper contingency plans to meet any unexpected obstruction to the contractor or any employees in rendering the repair or any part of the same under this agreement to the Bank.

In the event of this agreement comes to end on account of termination or by the expiry of the term/ renewed term of the agreement or otherwise, the contractor shall render all reasonable assistance and help to the bank and to any, new contractor engaged by the Bank, for smooth switch over and continuity of the repair work.

In the event of failure of the contractor to render the repair work without prejudice to any other right the bank shall have as per this agreement, the Bank at its sole discretion may make alternative arrangements for getting the repair works from any other source. And if the Bank gives a prior notice to the contractor before availing such services from any other alternative source, the contractor shall liable to reimburse the expenses, if any incurred by the Bank in availing such repairs from the alternative source.

Vendor's Obligation

The Vendor is obliged to work closely with SBI's staff, act within its own authority and abide by directives issued by SBI from time to time.

The vendor is responsible for managing the activities of its personal and will hold itself responsible for any misdemeanors on the part of its personnel.

The vendor will treat as confidential all data and information about SBI, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any party without prior written approval of SBI.

17. ARBITRATION:

17.1 Any dispute and items of disagreement arising between the Contractor and Bank, shall be referred the Chief General Manager or in his absence, the General Manager of SBI and his decision on those matters will be final and binding on the Contractor and bank.

18.2 If any dispute, difference, or question shall at any time arise between the Contractor and the Bank as to the interpretation of this agreement or concerning anything herein contained or arising out of this agreement except that stated in (i) above or as to the rights, liabilities and duties of the said parties hereunder, or as to the execution of the said works, except in respect of the matters for which it is provided herein, that the decision of the Bank is final and binding, the same shall be referred to the Arbitration.

17.2 The place of Arbitration shall be at Mumbai and the language used in the arbitral proceedings shall be English. Arbitration shall be conducted by a mutually appointed sole arbitrator. If the parties are unable to agree upon a sole Arbitrator, each party shall appoint one Arbitrator and the two Arbitrators so appointed by the parties shall appoint the third Arbitrator, who shall be the chairman of the Arbitral Tribunal.

The Arbitral award shall be in writing and subject to the provisions of the Arbitration and conciliation Act, 1996 Act shall be enforceable in any court of competent jurisdiction.

Pending the submission to Arbitration and thereafter, till the Arbitrator or the Arbitral Tribunal renders the award of decision, the parties shall, except in the event of termination of this agreement or in the event of any interim order/ award is granted under the afore stated act, continue to perform their obligations under this agreement.

GOVERNING LAW & JURISDICTION:

18.1 The agreement shall be governed and constructed in accordance with the laws of Republic of India.

18.2 The parties agrees to submit to the exclusive jurisdiction of the appropriate court in Mumbai in connection with any dispute between the parties under the Agreement.

ENTIRE AGREEMENT:

19.1 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supplement all prior written agreements, undertakings, understandings and negotiations, both written and oral, between the parties with respect to the subject matter of the agreement, except which are expressly annexed or attached to this agreement and saved by this agreement. No representation, inducement, promise, understanding, condition or warranty not set forth herein has been made or relied upon by any party hereto.

19.2 This agreement comprises this agreement and all provisions/ terms/ conditions/ Appendices/ Addendums / Technical Bid / Price Bid / Pre-bid meeting minutes / Meeting Minutes / Annexures /

RFP / PO / LOI / Drawing, Sketches & Site Instructions issued by the Architects / Bank. Parties shall be bound by the terms and conditions contained therein.

20. SEVERABILITY:

20.1 If any part or provisions of this agreement is or becomes illegal invalid or unenforceable, that part or provision shall be ineffective to the extent of such invalidity or unenforceability only. without in any way affecting the validity or enforceability of the remaining parts of said provision or the remaining provisions of this agreement. The parties hereby agree to attempt to substitute any invalid or unenforceable provision with a valid or enforceable provision, which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

21 NOTICES:

21.1 Any notice, invoice, approval, advice, report or any other communication required to be given under this agreement shall be in writing and may be given by delivering the same by hand or sending the same by prepaid registered mail or email to the relevant address set forth below or such other address as each party may notify in writing to the other party from time to time. Any such notice given as aforesaid shall be deemed to be served or received at the time upon delivery (if Delivered by hand) or upon actual receipt (given by email or seven(7) clear days after posting (if sent by posts).

A notice shall be effective when it is delivered on or on the effective date of the notice, whichever is later.

21.3 Address for communication to the parties are as under:

21.3.1 To the Bank,
The AGM,
State Bank of India,
Pune Zonal Office,
3rd Floor Sharada Chambers,
386/2, Shankarsheth road,
Pune.

21.3.2 To Contractor

22. MISCELLANEOUS:

Any provision of this agreement may be amended or waived, if, and only if such amendment or waiver is in writing and signed, in the case of an amendment by each party, or in this case of a waiver, by the party against whom the waiver is to be effective.

No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

Neither this agreement nor any provision hereof is intended to confer upon any person/s other than the parties to this agreement any rights or remedies hereunder.

The contractor shall execute and deliver such additional documents and perform such additional actions, as may be necessary, appropriate or reasonably requested to carry out or evidence the transactions contemplated hereby.

In case of any change in applicable laws that has an effect on the terms of the agreement, the parties agree that the agreement may be reviewed, and if deemed necessary by the parties, make necessary amendments to the agreement by mutual agreement in good faith.

If this agreement is signed in counterparts, each counterpart shall be deemed to be an original.

The contractor shall not assign or transfer all or any of its rights, benefits or obligations under this agreement without the approval of the Bank. The Bank may, at any time, assign, or transfer all or any of its rights, benefits and obligations under this agreement.

The contractor agrees that they shall not use logo, trademark, copy rights or other proprietary rights to the bank in any advertisement or publicity materials or any other written communication with any other party, without the prior written consent of the bank.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives as of the date and day first mentioned above.

State Bank of India
By The Asst. General Manager (Premises)

Contractor
M/s _____

Name :-

Name :-

Designation:-

Designation:-

Date:-

Date:-

WITNESS:-

(1)

(2)

Place: Pune

Date:

SECTION III-A
STATE BANK OF INDIA
Notice Inviting Tender

SBI invites sealed tenders from the contractors for the CIVIL & INTERIOR FURNISHING OF SBI'S TWO DGM DESIGNATED HOUSE POSTED AT PUNE AND ONE GUEST HOUSE FOR OFFICER AT MADHUBAN SBI QUARTER, PUNE on Item-rate (Re-measurable basis)

Details of tender are as follows:

S.N	Item	Description
1.	Name of the Work:	CIVIL & INTERIOR FURNISHING OF SBI'S TWO DGM DESIGNATED HOUSE POSTED AT PUNE AND ONE GUEST HOUSE FOR OFFICER AT MADHUBAN SBI QUARTER, PUNE.
2.	Time Allowed for Completion:	60 days from the issue of work order by the bank or intimation for the commencement of work whichever is earlier
3.	Earnest Money Deposit:	INR 55,000/- only.
4.	Security Deposit:	For the successful bidder, total security deposit shall be 5% of contract value. Out of this 2% of the contract value is in the form of initial security deposit which includes the EMD. Balance 3% shall be deducted from the running account bill of the work at the rate of the 10% respective running account bill i.e. deduction from each running bill account will be 10%, till the 3% of the contract value is achieved and total of 5%.
5.	Pre-Bid Meeting:	Tenderer shall submit their Bid Queries before the Pre-Bid Meeting date 05/07/2017 (meeting will be on 05/07/2017 at 11:30 A.M. (State Bank of India, Pune Zonal Office, 3rd Floor

Sharada Chambers, 386/2, Shankarsheth
road, Pune)

6. Last Date & Time of Receipt of Tenders: Sealed envelopes to be submitted on or before 14/07/2017 upto 1:00 P.M.
7. Address at which the tenders are to be submitted: The Assistant General Manager (Premises), State Bank of India, Pune Zonal Office, 3rd Floor, Sharada Chambers, 386/2, Shankarsheth road, Pune - 411 037.
8. Date and Time of Opening tenders: 14/07/2017 at 3:00 P.M.
9. Place of Opening Tenders: The Assistant General Manager (Premises), State Bank of India, Pune Zonal Office, 3rd Floor, Sharada Chambers, 386/2, Shankarsheth road, Pune - 411 037.
10. Validity of Offer: 90 Days
11. Liquidated Damages: 0.5% per week of delay subject to maximum of 5% of the Contract Value.

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. SBI has the right to accept / reject any/ all tenders without assigning any reasons.

SECTION III-B
GENERAL INSTRUCTIONS TO THE TENDERERS

1.0 Scope of Work

Sealed tenders are invited by **M/s VASTUKALA DESIGN BUILD SOLUTIONS PVT. LTD. Architects and Interior Designers**, for and on behalf of State Bank of India for execution of **CIVIL & INTERIOR FURNISHING OF STATE BANK OF INDIA – TWO DGM DESIGNATED HOUSES POSTED AT PUNE AND ONE GUEST HOUSE FOR OFFICERS AT MADHUBAN SBI QUARTER, PUNE**”

1.1 Site and Location

As stated above

2.0 Tender Document

The work has to be carried out strictly according to the conditions stipulated in the tender consisting of the following document and the most workman like manner.

2.1 Volume A - Conditions of Contract

Section 1: Tender Form

Section 2: Articles of Agreement

Section 3: Notice Inviting Tender & General Instructions to the Tenderers

Section 4: Criteria for two part Tender submission and evaluation

Section 5: General Conditions of Contract

Section 6: Special Conditions of Contract

2.2 Volume B - Technical Specifications - Materials & Workmanship

2.3 Volume C - Price Bid - Bill of Quantities

2.4 Volume D - Drawings

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

b. Technical Specifications

c. Drawings

d. Special Conditions of Contract

e. General Conditions of Contract

f. Instruction to Tenderers

Complete set of tender documents including relevant drawings can be downloaded from SBI's Website www.sbi.co.in/portal/web/home/procurement-news

3.0 Site Visit

The Tenderer must acquaint themselves with the site condition at their own responsibility and expenses and data which may be required for the purpose of filling this tender document. The Tenderer is also requested to satisfy themselves regarding the availability of water, power, and transportation of materials, the law and order situation, climatic conditions, local authority requirement, traffic regulations, etc. as to the execution of the work. The Tenderer shall be fully responsible for considering the financial effect of any or all the factors while submitting the tender.

4.0 Earnest Money

The Tenderers are requested to submit the Earnest Money of INR 55,000/- (Rupees Fifty Five Thousand only) in the form of Demand Draft in favour of State Bank of India drawn on any Nationalized Bank & payable at Pune. Individual Cheque payment for EMD is not acceptable & the bid shall be rejected.

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

No Interest will be paid on the EMD

EMD of unsuccessful Tenderers will be refunded within 30 days of Award of Contract. EMD of successful Tenderer will be retained as a part of Security Deposit.

4.1 Initial Security Deposit

The successful Tenderer will have to submit a sum equivalent to 2% of the Accepted Contract Value less EMD by means of D/D drawn in favour of State Bank of India within a period of 7 days of acceptance of tender.

4.2 Security Deposit / Retention Money

Total security deposit shall be 5% of Contract Value. Out of this 2% of the Contract Value is in the form of Initial Security Deposit which includes the EMD. Balance 3% shall be deducted from the running account bill of the work at the rate of 5% of the respective running account bill i.e. deduction from each running bill account will be 10% till the 3% of the Contract Value is achieved.

2.5% of the total contract value or total executed value, whichever is higher, would be held back as Security Deposit. Upon issuance of Virtual Completion Certificate (VCC) by the architect and its approval by Bank, half of the Security Deposit amount (i.e. 2.5% of the total contract value or total executed value, whichever is higher) shall be released.

Upon completion of Defect Liability Period

- if CVC audit process is over, then the remaining retention amount (i.e. 2.5% of the contract value or total executed value, whichever is higher) shall be released.
- if CVC audit process is not over, then,
 - only 1.25% of the contract value or total executed value, whichever is higher shall be released and
 - remaining 1.25% of contract value or total executed value, whichever is higher, upon completion of CVC audit process.

Release of Security Deposit is dependent upon the contractor satisfactorily attending to all defects during defect liability period in accordance with the conditions of contract including site clearance and the defects pointed out by Central Vigilance Commission (CVC).

NO Interest shall be paid on the amount retained by the Bank as Security Deposit

5.0 Signing of Contract Document

The Successful Tenderer shall be bound to implement the contract by signing an agreement and conditions of contract attached herewith within 7 days from the receipt of Letter of Acceptance/Intent by the Bank. However, the written acceptance of the tender by the Bank will constitute a binding agreement between the Bank and successful Tenderer whether such formal agreement is subsequently entered or not.

6.0 Completion Period

60 days from the issue of work order by the bank or intimation for the commencement of work whichever is earlier.

6.1 Validity of Tender

Tender shall remain valid and open for acceptance for a period of three months from the date of opening the Price Bid. If the Tenderer withdraws their offer during the validity period or makes modifications in their offer which are not acceptable to the Bank, without prejudice to any other right or remedy, the Bank shall be at liberty to forfeit the EMD.

7.0 Liquidated Damages

The liquidated damage shall be 0.5% of balance value of work per week **of Delay** subject to a maximum of 5% of Contract Value.

8.0 Rate and Prices

8.1 The Contract shall be on item rate basis **(Re-measurable)**. **The Contractor shall be paid for the actual quantity of work done, as measured at site, at the rates accepted in the Contract Bills of Quantities.**

8.1.1 The Tenderer shall quote their rates for individual items both in words and figures. In case of discrepancy between the rate 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(s) 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.

8.1.2 The Tenderers need not quote their rates for which no quantities have been given in case the Tenderers quote their rates for such items those rates will be ignored and will not be considered during execution.

8.1.3 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 it should immediately bring to the knowledge of the Architect/ Bank.

8.1.4 Each page of the BOQ shall be signed & stamped by the authorized person and cutting or overwriting shall be duly attested by the Tenderer. A letter of authority from the company shall accompany the tender documents.

8.1.5 Each page shall be totaled and the grand total shall be given.

8.1.6 The rates quoted in the tender shall include all charges for clearing of site before commencement as well as after completion, water, electricity charges, scaffolding, storage sheds, watching and lighting by night as well as day including Sundays and Holidays, temporary plumbing and electric supply, protection of the general public and safety of adjacent place and the Contractor shall take down and remove any or all such scaffolding, staging, planking, etc., as occasion shall require or when ordered so and fully reinstate and make good all matters and things disturbed during the execution of work, including all necessary protection of the works till handing over to the satisfaction of the Bank/Architect.

The quoted rates must ALSO include cost of debris removal from time to time as required to keep the site clear of clutter and/ or as additionally desired by the architect/ bank; the quoted rates must also be inclusive of making good any damages, incidental or otherwise, done to the site, adjoining premises belonging to neighboring owners/ tenants, common areas belonging to the society. The quoted rates shall also include all incidental charges and all charges for taking all applicable insurance policies such as Workman's compensation, ESI, PF, Labour Insurance policies etc. The rates quoted shall be deemed to be for the finished work to be measured at site. The rates shall also be firm and shall not be subject to fluctuations in exchange rates, cost of materials, labour wages & conditions, and freights or any other

conditions whatsoever. Tenderer must include in their rates all duties taxes and as existing on the date of submission of Tender viz. Import duty, Excise duty, V.A.T, Sales Tax, Sales Tax on works contract, applicable Service Tax, Octroi, LBT, Labour Cess (if any), CST, BST, ESI, PF, Professional Tax and any other tax and duty or other levy levied by the Indian Government or Local authority as applicable including any variation during the contract period and any agreed extension thereto. The rates quoted shall be firm throughout the contract period including time extensions granted, if any. Claims for revision in rates or compensation in any other form whatsoever shall not be entertained by the Bank/ARCHITECT on account of fluctuations in the following but not limited to:-

- Revision to rate of prevalent taxes
 - New taxes imposed during the execution of works
 - Foreign exchange rates
 - Cost of Materials
 - Electricity and water charges
 - Labour wages and conditions
 - Statutory payments like PF, ESI etc.
 - Royalties and patent rights
 - Licenses and permit fees
 - Import duties
 - Import / Export regulations
 - Insurance charges
 - Freight charges / Transportation costs
 - Cost of fuel/ lubricants
- Or any other rates, costs or conditions whatsoever

9.0 Time Schedule

Time allowed for carrying out the work as mentioned in the Memorandum in the tender form shall be strictly observed by the **Contractor** and it shall be reckoned from the 7th day from the date of issue of Work Order/ LOI whichever is earlier. The successful **Tenderer** shall before commencing work prepare a detailed work programme in M.S. Project software which shall be approved by the **Bank / Architect**. The work shall throughout the stipulated period of the Contract be proceeded with all due diligence and if the **Contractor** fails to complete the work within the specified period he shall be jointly and severally with his partners, associates and agents, etc. liable to pay liquidated damages as defined in clause 10 of these Conditions of Contract.

The **Contractor** shall draw a detailed schedule of the whole work in the form of Linked GANT CHART in Primavera/ MS Project software, within Fifteen (15) days of Letter of Award / Letter of Intent, whichever is earlier and submit (soft copy & hard copy) to the

Bank / ARCHITECT for approval. The Programme shall include logical sequence of construction with allocation of reasonable time for each activity.

SECTION IV
CRITERIA FOR TWO PART TENDER SUBMISSION AND
EVALUATION

The **Tenderer** shall note that this Tender is based on two-part bid system. The first part which should be enclosed in a separate sealed cover super scribed as Cover '1' Technical Bid including drawings, details etc. and second part super scribed as Cover '2' Price Bid .

1. Covering letter, if any, but without any mention of quoted prices. If any part of the document contained in Qualifying and Technical Bid has any indication of prices, the entire Bid is liable for rejection.
2. Earnest Money Deposit in the form of a Demand Draft from a Nationalized Bank payable at Pune in a sealed cover enclosed inside the Cover I.
3. Signed and sealed Bid documents shall comprise of

Cover - I: Technical Bid.

Earnest Money Deposit in a separate sealed cover
Covering letter with enclosures as specified in Tender Volume A: -Conditions of Contract
Technical Specifications/ Makes / Addendums, Tender Drawings

Cover -2: Price Bid.

Only Priced Bill of Quantities (Without any conditions)

NOTE: - 1) IN CASE OF ANY CONDITION FOUND IN THE PRICE BID, SUCH BIDS SHALL BE SUMMARILY REJECTED.

2) ALL PAGES OF TENDER DOCUMENTS SHALL BE SIGNED & STAMPED.

4. All technical submissions required at various parts of the Tender but not limited to the following (It is Tenderers responsibility to ensure that all requirements of submittals as called for in Tender documents are complied with):-

- 4.1. Instruct the winning bidder to provide for requisite staffing for the project and same shall be complied by the winning bidder, right from start of project through project completion.
- 4.2. Equipment to be deployed for this project at site.
- 4.3. The Successful Tenderer shall produce detailed time schedule with break-up from start to finish to the satisfaction of the Bank / Architect.

5. If it comes to the notice of the **Bank** that the **Tenderer** has suppressed any information or furnished misleading or inaccurate information, or in case whether any litigation currently in progress

at the time of submission of bids lead to the decree by the Court of Law against the **Tenderer**, the Bank reserves the right to nullify the qualification and to disqualify the **Tenderer** at any stage of the project. If such information becomes available to the Bank prior to issue of Letter of Intent, the **Tenderer** will be disqualified and will not be considered for award of work, even though the **Tenderer** is eligible for LOI. If such information comes to the knowledge of the Bank after the award of work, the Bank reserves the right to terminate the Contract unilaterally at the total cost and risk of the **Tenderer** and such action would include forfeiture of all deposits, guarantees etc. furnished in any form, all damages as determined at the time of termination. The Bank will also reserve the right to recover any Retention Money, Mobilization Advance paid by invoking of Bank Guarantees.

6. The **Tenderer** shall be deemed to have waived rights if any that they may have or perceive to have as a result of their not being pre-qualified and shall not hold **BANK** for any loss they may have suffered due to their not being pre-qualified.

7. The second part of the **Tender**, namely Cover 2 (Price Bid) should be submitted in a separate sealed cover super scribing "Cover 2 Price Bid".

8. **BANK** will decide the time and place of opening of the Price bid and the names of bidders whose Price bid will be opened on the basis of the method of evaluation described elsewhere in this section.

9. All the covers, i.e. Cover 1 and Cover 2 should be put in Common Cover, which should also be sealed and super scribed with name of work, **Tender** Part No., name of **Tenderer** and submitted to:

To,
**The Assistant General Manager,
State Bank of India, Pune Zonal Office,
Premises department, 3rd floor,
Sharda Chambers,
Shankar Sheth road, Pune**

10. **Evaluation Method:** The method of evaluation will consist of following stages.

First Stage: **In this stage, the Cover - 1 containing the EMD, and documents mentioned in the eligibility criteria will be opened. If Cover I is found deficient, including but not limited to any changes/ amendments made by the Tenderer in the tender documents, non-submission of required documents etc., then the BANK reserves the right to reject the entire Tender without further evaluation.**

Second Stage: **If Cover I is found acceptable, the work shall be awarded to the Lowest Bidder (in e-reverse auction) subject to approval on basis of technical evaluation as well as financial viability after arithmetic verification.**

11. If, at any stage, it is found that the Tenderer having been selected on the basis of his submissions and support documents thereof in the technical bid but after Award of Contract or during execution, his commitments of resources / levels of performance falls short from what has been promised in the technical bid, BANK reserves the right to take the Remedial actions, as it deems fit at the Cost & Risk to the Tenderer so selected.

12 **Bank** reserves the right to annul the process of tender or to accept or to reject all or any of the tenders without thereby incurring any liability to any applicant or any obligation to inform any participant of the grounds for its action or assigning any reasons thereof.

13 The **Tenderer** hereby agrees to abide by **Bank's** decision on all matters pertaining to this bid and undertakes not to resort to any actions either Legal or otherwise against **BANK** in this regard, including direct / indirect canvassing / influencing etc., violation of this clause will lead to summary disqualification of the bidder without any reference to them.

DEFINITION AND INTERPRETATION OF THE CONTRACT DOCUMENTS

- 1.1.1. **DEFINITION**
- 1.1.1. 'Act of Insolvency'
- 1.1.2. Approved /Approval
- 1.1.3. Arbitration Act
- 1.1.4. Architect or Consultants
- 1.1.5. Articles of Agreement
- 1.1.6. ASI
- 1.1.7. Bank/ARCHITECT's instructions
- 1.1.8. Bidder/Tenderers
- 1.1.9. Bill of Quantities
- 1.1.10. CCD
- 1.1.11. Contract
- 1.1.12. Contract Value/Sum
- 1.1.13. Contractor
- 1.1.14. Day
- 1.1.15. Drawings / Good for Construction Drawings
- 1.1.16. Engineer
- 1.1.17. Final Snag List

MEANING TO BE ASCRIBED TO THE DEFINITION

- 1.1.1. In the contract the following expression shall, unless the context otherwise requires have the meaning hereby respectively assigned to them shall mean any Act of Insolvency as defined by the Presidency Towns Insolvency Act, or the Provisional Insolvency Act or any amending statute.
- 1.1.2. shall mean, respectively, approved by the Bank / ARCHITECT or the approval of the Bank / ARCHITECT, as the case may be, where used in the Contract.
- 1.1.3. shall mean the Arbitration and Conciliation Act, 1996 and rules framed there under as may be amended or re-enacted from time to time.
- 1.1.4. shall mean **M/s. VASTUKALA DESIGN BUILD SOLUTIONS PVT. LTD., Architects and Interior Designers** having its office at 101/A, 1st Floor, Hari Krupa, Above Shri Hari Mangal Karyalaya, Pandurang Wadi, 1st Lane, Dombivli East, Mumbai-421201 and includes its representative, successors and assigns.
- 1.1.5. shall mean the articles of agreement dated entered into between the Bank and the Contractor set out in Section [II] of Volume [1] of the Contract Documents.
- 1.1.6. shall mean Architect's Supplemental Instructions, issued by the Architect to further clarify drawings, specifications, instructions already issued as part of the contract and shall be binding on the contractor without any changes to the contract value or contract time.
- 1.1.7. shall mean any drawings and/or instructions oral (confirmed in writing within 4 days) and/or in writing, details, direction and explanations issued by the Bank / ARCHITECT from time to time during the Contract Period.
- 1.1.8. shall mean the pre-qualified construction agency / agencies approved by the Bank who tender / bid for the Project.
- 1.1.9. shall mean the final rates for the schedule of quantities agreed to between the Bank and the Contractor in relation to the Work to be undertaken as per the terms and conditions contained in the Contract Documents.
- 1.1.10. shall mean Changed Construction Directives, issued by the Architect. This shall be issued by way of drawings and/ or specifications indicating any changes to the drawings/specifications already issued.
- 1.1.11. Contract means the documents forming the tender and acceptance thereof and the formal agreement executed between State Bank of India (Bank) and the Contractor, together with the documents referred therein including these conditions, the specifications, design, drawings and instruction issued from time to time by the Bank / Architect and all these documents taken together shall be deemed to form one contract.
- 1.1.11. shall mean the value of the entire work as stipulated in the letter of acceptance or tender subject to such additions thereto or deductions there from as may be made under the provision herein after contained.
- 1.1.13. shall mean the successful bidder i.e.
- 1.1.14. shall mean a calendar day beginning and ending at 00 Hrs and 24 Hrs respectively

- 1.1.15. shall mean the drawings prepared by the Architect and issued by the Engineer and referred to in the Specifications and any modifications of such drawing as may be issued by the Engineer from time to time, based on which the contractor shall proceed with Construction of Works
- 1.1.16. shall mean the authorized representative of the Architect.
- 1.1.17. shall mean final list of items not found consistent with the desired quality norms desired by the Bank/ Architect. Such list shall be prepared by the Bank/ Architect at the time of issuance of Virtual Completion Certificate and handed over to the contractor and all such discrepancies shall be fixed by the or at no extra cost to the Bank.

SECTION V

GENERAL CONDITIONS OF CONTRACT

Type of Contract

The Contract shall be an Item-rate (Re-measurable) Contract and the **Contractor** shall be paid for the actual quantity of work done, as measured at site, at the rates quoted/ accepted by him in the Contract Bills of quantities.

1.0 Total Security Deposit

Total security deposit comprises: Earnest Money Deposit & Initial Security Deposit Retention Money

a) Earnest Money Deposit:

The tender shall furnish EMD of **INR 55,000 /- (Rupees Fifty Five Thousand Only)**, in the form of Demand draft drawn in favour of State Bank of India on any Nationalized Bank payable at Pune. No tender shall be considered unless the EMD is so deposited in the required form. NO interest shall be paid on this EMD. The EMD of the unsuccessful Tenderer shall be refunded soon after the decision to award the contract is taken without interest. The EMD shall stand absolutely forfeited if the Tenderer revokes its tender at any time the period when it is required to keep its tender open acceptance by SBI or after it is accepted by the Bank, the contractor fails to enter into formal agreement or fails to pay the Initial security deposit as stipulated or fails to commence the work within the stipulated time.

b) Initial Security Deposit (ISD):

The amount of ISD shall be 2% of accepted value of tender including the EMD in the form of Demand Draft drawn on any Nationalized Bank payable at Pune and shall be deposited within 7 days from the date of acceptance of the Tender..

c) Retention Money:

Besides the ISD as deposited by the contractor in the above said manner the retention money shall be deducted from the running account bill at the rate of 10% of the gross value of work done by the contractor and claimed in each bill provided the total security deposit i.e. ISD plus Retention Money shall both together not exceed 5% of the contract value. Upon issuance of Virtual Completion Certificate (VCC) by the architect and its approval by Bank, half of the Security Deposit amount (i.e. 2.5% of the total contract value or total executed value, whichever is higher) shall be released & remaining half upon completion of Defect Liability Period.

2.0 Language

The Language in which the contract documents shall be drawn shall be in English.

3.0 Errors, Omissions & Discrepancies

Under no circumstances shall the drawings be scaled or measured, only written dimensions shall be followed. In case of errors or omissions in drawings, the contractor shall notify the architect by issuing a RFI (Request for information) clearly stating the error or omissions.

In case of discrepancy between the written or shown description or dimensions in the drawings and the corresponding one in the specification the former shall be taken as correct.

In case of discrepancy between written description of an item in Bill of Quantities and corresponding technical specification, the former shall be adopted. In case of difference between rates written in figures and words, the rate in words prevails. Between the duplicate/subsequent copies of the tender, the original tender shall be taken as correct

4.0 Scope of Work

The contractor shall carry out, complete and maintain the said work in every respect strictly in accordance with this contract and with the directions of and to the satisfaction of the Bank to be communicated through the Architect. The Architect at the directions of Bank from time to time issues further drawings and / or written instructions, detailed directions and explanations which are hereafter collectively referred to as Bank / Architect's Instructions in regard to the variation or modification of design, quality or quantity of work or the addition or omission or substitution of work, any discrepancy in the drawings or between the BOQ and / or Drawings and /or Specifications, removal from the site of any material brought thereon by the contractor and any substitution of any other materials therefore the removal and /or re execution of any work executed by it and the dismissal from the work of any person employed engaged thereupon.

5.0 LOA & Agreement

5.1 Letter of Acceptance: within the validity period of the tender the Bank shall issue a letter of acceptance either direct or through the Architect by registered post or otherwise depositing at the address of the contractor as given in the tender to enter into a Contract for the execution of the work as per the terms of the tender. The letter of Acceptance shall constitute a binding contract between the Bank and the Contractor.

5.2 Contract Agreement: On receipt of intimation of the acceptance of tender from the Bank / Architect the successful Tenderer shall be bound to implement the contract and within 7 days thereof shall sign an agreement in a non-judicial stamp paper of appropriate value.

5.3 Two copies of agreement duly signed by both the parties with the drawings shall be handed over to the contractors.

6.0 Ownership of drawings

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

7.0 Detailed drawings and instructions

The Bank through its Architects shall furnish with reasonable promptness additional Instructions by means of drawings or otherwise necessary for the proper execution of work. All such drawings and instructions shall be consistent with contract document, true development thereof and reasonably inferable there from. The work shall be executed in conformity therewith and the contractor prepare a detailed programme schedule indicating the date of Start and Completion of various activities on receipt of the work order and submit the same to the Bank through the Architect.

8.0 Copies of Agreement

Two copies of agreement duly signed by both the parties with the drawings shall be handed over to the Contractors out of 5 compiled Agreement copies.

9.0 Liquidated Damage

If the contractor fails to maintain the required progress or to complete the work and clear the site including vacating their office on or before the contracted or extended date or completion without justification in support of the cause of delay, it may be called upon without prejudice to any other right of remedy available under the law to the Bank on account of such breach to pay a liquidated damages at the rate of 0.5% of the balance contract value per week of delay subject to a maximum of 5% of the contract value.

10.0 Materials, Appliances and Employees

Unless or otherwise specified the contractor shall provide and pay for all materials, labour, water, power, tools, equipment, transportation, loading, unloading and any other facilities that are required for the satisfactory execution and completion of the work. Unless or otherwise specified all materials shall be new and both workmanship and materials shall be best quality. The contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to it. Workman whose work or behavior is found to be unsatisfactory by the Bank/Architect shall be removed from the site immediately.

The Contractor shall note that no child labour (less than 14 years of age) on the work shall be employed.

11.0 Permits, Laws and Regulations

Permits and licenses required for the execution of the work shall be obtained by the contractor at its own expenses. The contractor shall give notices and comply with the regulations, laws, and ordinances rules, applicable to the contract. If the contractor observes any discrepancy between the drawings and specifications, he shall promptly notify the Bank in writing under intimation of the

Architect. If the contractor performs any act which is against the law, rules and regulations it shall meet all the costs arising there from and shall indemnify the Bank any legal actions arising there from.

12.0 Setting out works

The contractor shall set out the work and shall be 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 and get it approved by the Architect before proceeding with the work. If at any time any error in this respect shall appear during the progress of the works, Irrespective of the fact that the layout had been approved the Architect, the contractor shall be responsible for the same and shall bear the cost to rectify such error, if so, required to satisfaction of the Bank.

13.0 Protection of works and property

The contractor shall continuously maintain adequate protection of all his work from damage and shall protect the Bank's properties from injury or loss arising in connection with contract. The contractor shall make good any such damage, injury, loss, except due to causes beyond his control and due to its fault or negligence.

The contractor shall take adequate care and steps for protection of the adjacent properties. The Contractor shall take all precautions for safety and protections of his employees on works and shall comply with all applicable provisions of Govt. and local bodies, safety laws and building codes to prevent accident, or injuries to persons or property on about or adjacent to his place of work. The Contractor shall take insurance covers as per compliance of the contract at its own cost. The policy to be taken in joint names of the contractor and the bank and the original policy may be lodged with the Bank.

14.0 Inspection of Work

The Bank/Architect or their representatives shall at all reasonable time have free access to the work site and / or to the workshop, factories or other places where materials are lying or from where they are obtained and the contractor shall give every facility to the Bank/ Architect and their representatives for necessary inspection and examination and test of the materials and workmanship. No person unless authorized by the Bank/Architect except the representative of public authorities shall be allowed on the work at any time.

The cost of carrying out and arranging for all tests and submission of test certificates reports called for in the specification shall be borne by the Contractor. The Bank / Architect shall have the right to reject defective material and workmanship or require its correction. Rejected workmanship shall be satisfactorily replaced with proper material without additional charge therefore and the Contractor shall promptly segregate and remove the rejected material from the Works. If the Contractor fails to proceed at once with the replacement of rejected materials and / or the correction of defective workmanship, the Bank/Architect may by contract or otherwise replace such materials and/or correct

such workmanship and charge the cost thereof to the Contractor, or may terminate after giving reasonable notice to the Contractor and the opportunity to remedy and/or replace such defective workmanship and/ or materials. The contractor shall note that the claim for Extension of Time or Additional Cost shall not be entertained by the Bank / Architect to remedy such defective works. The instructions and/or decisions of the Bank/Architect shall be final and binding upon the Contractor in this regard.

15.0 Assignment and subletting

Whenever the contractor engages another agency to execute part of the contract, it shall not relieve the contractor from the responsibility of his overall responsibilities and liabilities of the work.

16.0 Quality of materials, workmanship & Test

All material and workmanship shall be best of the respective kinds described in the contract and in accordance with Architect's instructions and shall be subject from time to time to such tests as the Architect may direct all the place of manufacture or fabrication or on the site or an approved testing laboratory. The Contractor shall provide such assistance, instruments, machinery, labour, and materials as are normally required for examining, measuring, sampling and testing any material or part of work before incorporation in the work for testing as may be selected and required by the Architect. All samples of adequate numbers, size, shades & pattern as per specifications shall be supplied by the contractor without any extra charges. If certain items proposed to be used are of such nature that samples cannot be presented or prepared at the site detailed literature/ test certificates of the same shall be provided to the satisfaction of the Architect. Before submitting the sample/literature the contractor shall satisfy itself that the material / equipment for which it is submitting the sample/literature meet with the requirement of tender specification. Only when the samples are approved in writing by the Architect the contractor shall proceed with the procurement and installation of the particular material/equipment. The approved samples shall be signed by the Architect for identification and shall be kept on record at site office until the completion of the work for inspection/ comparison at any time. The Architect shall take reasonable time to approve the sample, any delay that might occur in approving the samples for reasons of its not meeting the specifications or other discrepancies inadequacy in furnishing samples of best qualities from various manufacturers and such other aspects causing delay on the approval of the material/equipment etc shall be to account of the contractor. To ensure use of Quality materials and to exercise proper quality control on the works, the Contractor shall submit the Material Test Certificates, test plans for the materials intended for the works for prior approval of the Architect. The contractor shall carry out such tests regularly during the progress of the work as per provision of the Technical Specifications & Approved Test plan submitted by the Contractor. The tests shall be conducted as per the relevant BIS specifications. Reports on these tests duly signed by the contractors shall be forwarded to the Architect / Bank who shall duly certify the results thereof are in order and the materials may be used in the work. If the results do not conform to the relevant BIS, the architects shall take immediate appropriate action as per terms of the contract.

The cost of making any test shall be borne by the contractor if such test is intended by or provided for in the specification or in Bill of Quantities.

Costs of tests not provided for:

If so intended by or provided for or (in the cases above mentioned) is not so particularized, or though so intended or provided for but ordered by the Architect to be carried out by an independent person at any place other than the site or the place of manufacture or fabrication of the materials tested or any Government/ approved laboratory, then the cost of such test shall be borne by the contractor.

17.0 Obtaining information related to the execution of work

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

18.0 Quantities

The bill of quantities, unless stated otherwise, shall be deemed to have been prepared in accordance with the Indian Standard Method of Measurements of Quantities. The rate quoted shall remain valid for variation of quantity against individual item to any extent subject to maximum variation of the Total project Contract Value by +/- 25%. If the quantities vary more than +/- 25%, we will deduct suitable amount from the unit rate of such quantities after mutual discussion and approval by the Bank/ Architect.

19.0 Works to be measured

The Architect may from time to time intimate to the contractor that he required the work to be measured and the contractor shall forthwith attend or send a qualified representative to assist the Architect in taking such measurements and calculations and furnish all particulars or to give all assistance required by any of them. Such measurements shall be taken in accordance with the mode of measurement detailed in the specifications. The representative of the Architect shall take measurements with the contractor's representative and the measurements shall be entered in the measurement book. The contractor or its authorized representative sign all the pages of the measurement book in which the measurements have been recorded in token of its acceptance. All the corrections shall be duly attested by representatives. No over writing shall be made in the Measurement Book. Should the contractor not attend or neglect or omit to depute its representative to take measurements then the measurements recorded by the representative of the Architect shall be final. All authorized extra work, omissions and all variations made shall be included in such measurement.

20.0 Variations

No alteration, omission or variation ordered in writing by the Architect shall vitiate the contract. In case the Bank/ Architect thinks proper at any time during the progress of the works to make any alteration in the kind or quality of the materials to be used therein, the Architect shall give notice thereof in writing to the contractor. The Contractor shall confirm in writing within 7(seven) days of giving such oral instructions the contractor shall alter to , add to or omit from as the case may be in accordance with such note but the contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the contract, stipulations, specifications or contract drawings without previous consent in writing of the Architect and the value of such extra, alterations, additions or omissions shall in all cases be determined by Architect and the same shall be added or deducted from the contract value, as the case may be.

21.0 Valuation of Variation

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

- a.i** The net rates or prices in the contract shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced herein.
- a.ii** Rates for all items, wherever possible should be derived out of the rates given in the priced BOQ.
- b)** The net prices of the original tender shall determine the value of the items omitted, provided if omissions do not vary the conditions under which any remaining items of works are carried out, otherwise the prices for the same shall be valued under sub clause hereunder.
- c)** Where the extra works are not of similar character and/or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items or works are carried out, then the contractor shall within 7days of the receipt of the letter of acceptance inform the Architect of the rate which he intends to charge for such items of work, duly supported by analysis of the rate or rates claimed and the Architect shall fix such rate or prices as in the circumstances in his opinion are reasonable and proper, based on the market rate.
- d)** It is further clarified that for all such authorised extra items where rates cannot be derived from the tender, the Contractor shall submit rates duly supported by the rate analysis worked on the market rate basis for material, labour evaluated at maximum 30% of cost of all materials inclusive of wastage, cost of power and water, each evaluated at 2.5% of cumulative cost of material and labour plus 15% towards establishment charges, contractor's overheads and profit. Such items shall not be eligible for escalation.

22.0 Final Measurement

The final measurement and valuation in respect of the contract shall be completed within 15 (fifteen) days of completion of Items and approval thereof on the Architects Final Snag list.

23.0 Virtual Completion Certificate (VCC)

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

- a. Clear the site of all scaffolding, wiring, pipes, surplus materials, contractor's equipment and machinery.
- b. Demolish, dismantle and remove the contractor's site office, temporary works including labour sheds/ camps and construction and other items and things whatsoever brought upon or erected at the site or any land allotted to the contractor by the Bank not incorporated in the permanent works.
- c. Remove all rubbish, debris etc. from the site, the premises / land allotted to the contractor by the Bank and shall clear, level, and dress, compact the site as required by the Bank.
- d. Shall put the Bank in undisputed custody and possession of the site.
- e. Shall hand over the work in a peaceful manner to the Bank
- f. All defects/ imperfections have been attended and rectified as pointed out by the Bank/ Architect to the full satisfaction of Bank/ Architect.

Upon the satisfactory fulfilment by the Contractor as stated above, the contractor shall be entitled to apply to the Architect that he is satisfied with the completed work. Relative to whom the completion certificate has been sought, the Architect shall within 14(fourteen) days of the receipt of the application for the Virtual Completion Certificate, subject to satisfactory compliance of all conditions leading to VCC issuance, issue a VCC in respect of the work for which the VCC has been applied.

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

24.0 Works by other Agencies

The Bank / Architect reserves the rights to use premises and any portion of the site for execution of any work not included in the scope of this contract which may desire to have carried out by other persons simultaneously and the contract shall not only all but also extend reasonable facilities for the execution of such work. The contractor however shall not be required to provide any plant or material for the execution of such work except by special arrangement with the Bank. Such work shall be carried out in such manner as not to impede the progress of the works included in the contract.

25.0 Insurance of works

25.1 Without limiting its obligation and responsibility under the contract, the contractor shall insure in the joint names of the Bank and the contractor against all loss of damages from whatever cause arising other than the excepted risks for which it is responsible under the terms of contract and in such manner that the Bank and contractor are covered for the period stipulated in GCC and are also covered during the period of maintenance for loss or damage arising from a cause occurring prior to the commencement of the period of maintenance and for any loss or damage occasioned by the contractor in the course of any operations carried out by it for the purpose of complying with its obligation under this clause.

- a. The works for the time being executed to the estimated current contract value thereof, or such additional sum as may be specified together with the materials for incorporation in the works at their replacement value.
- b. The construction plant & other things brought to the site by the contractor to the replacement value of such constructional plant and other things.
- c. Such insurances shall be effected with an insurer and in terms approved by the Bank which approval shall not be unreasonably withheld and the contractor shall whenever required produce to the Architect the policy if insurance and the receipts for payment of the premium.

25.2 The **Contractor** shall, at his own expense, effect and maintain till the issue of the **Virtual Completion Certificate under this contract**, with an insurance company approved by the **Bank/ Architect, Contractors All Risks (CAR) Policy Insurance** including earthquake, cyclone risk in the joint names of the **Bank** and the **Contractor (State Bank of India being the Beneficiary)** against all risk as per the standard comprehensive All Risk Policy for the amount of Contract and deposit such policy or policies with the **Bank/ Architect** before commencing the works. Apart from the same, all labour related insurance such as Workmen's Compensation, ESI & PF shall be strictly obtained by the contractor and no extra claim whatsoever would be entertained.

25.3 Damage to persons and property

The contractor shall, except if and so far as the contract provides otherwise indemnify the Bank against all losses and claims in respect of injuries or damages to any person or material or physical damage to any property whatsoever which may arise out of or in consequence of the execution and maintenance of the works and against all claims proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto except any compensation of damages for or with respect to

- a. Permanent use or occupation of land by or any part thereof
- b. The right of Bank to execute the works or any part thereof on, over, under, in or through any lands.
- c. Injuries or damages to persons or properties which are unavoidable result of execution of maintenance of the works in accordance with the contract

- d. Injuries or damage to persons or property resulting from any act or neglect of the contractors agent, employees or other contractors not being employed by the contractor for or in respect of any claims, proceedings, damages, cost, charges and expenses respect thereof or in relation thereto or where the injury or damage was contributed by the contractor, its servants or agent or other contractors for the damage or injury.

25.4 Contractor to Indemnify BANK

The Contractor shall indemnify the Bank against all claims, proceedings, damages, costs, charges and expenses in respect of the matters referred to in the provision of the relevant clause

25.5 Contractor's superintendence

The contractor shall fully indemnify and keep indemnified the Bank against any action , claim, or proceeding relating to infringement or use of any patent or design or any other intellectual property rights or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claim made under or action brought against the Bank in respect of such matters as aforesaid the contractor shall be immediately notified thereof and the contractor shall be at liberty at his own expenses to settle any dispute or to conduct any litigation that may arise there from.

25.6 Third Party Insurance

25.6.1 Before commencing the execution of the work the contractor but without limiting its obligations and responsibilities under relevant clause of this conditions shall insure against its liability for any material or physical damage, loss, or injury which may occur to any property including that of Bank, or to any person , including any employee of the Bank by or arising out of the execution of the works r in the carrying out of the contract, otherwise that due to the matters referred to in the proviso to relevant clause thereof.

25.6.2 Minimum amount of Third Party Insurance

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

25.6.3 The minimum insurance cover for physical property, injury and death is INR 5.0 lakhs per occurrence with **no limit on the number of such accidents or occurrences**. After such occurrence the Contractor shall pay additional premium necessary to make insurance valid for four occurrences always.

25.7 Accident of injury to workmen

25.7.1 The Bank shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workmen or other person in the

employment of the contractor or any sub-contractor, save and except an accident or injury resulting solely from any act or default of the Bank or its agent, or employees. The contractor shall indemnify and keep indemnified the Bank against all such damages, and compensation, save and except said as aforesaid and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

25.7.2 Insurance against accidents to workmen

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

26.0 Remedy on contractors failure to Insure

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

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

27.0 Commencement of Work

The date of commencement of the work shall be reckoned as the date of handing over the site or Seven days from the date of issue of letter of acceptance of tender by the Bank whichever is earlier.

28.0 Time for Completion

60 days from the issue of work order by the bank or intimation for the commencement of work whichever is earlier. If required in the contract or as directed by the Architect, the contractor shall complete certain portions of the works before completion date of the entire work. However the completion date shall be reckoned as the date by which the whole work is completed as per the terms of the contract.

29.0 Extension of Time

If, in the opinion of the Architect, the work be delayed for reasons beyond the control of the contractor, the Architect may submit a recommendation to the Bank to grant a fair and reasonable extension of time for completion of the works as per the terms of the contract. If the contractor needs the extension of time for the completion of the works or the completion for the works is likely to be delayed for any reasons beyond the due date of completion as stipulated in the contract, the contractor shall apply to the bank through the Architect in writing at least 30 days before the expiry the schedule time and while applying for the extension of time it shall furnish the reason in detail and its justification if any for the delays. The Architect shall submit their recommendations to the Bank in the prescribed format for granting extension of time. While granting extension of time the contractor shall be informed the period extended time which will qualify for levy of liquidated damages. For the balance period in excess of original stipulated period and duly sanctioned extension of time by the Bank, the provision of the liquidated damage as stated herein this conditions shall become applicable. Further the contract shall remain in force even for the period beyond the due date completion irrespective whether the extension is granted or not.

30.0 Rate of Progress

Whole of the material, plant and labour to be provided by the contractor and the mode, manner and speed of execution and maintenance of the works are to be of kind and conducted in a manner to the satisfaction of the Architect. Should the rate of progress of the work or part thereof be at any time be in the opinion of the Architect seems too slow to ensure the completion of the whole of the work by the prescribe time or extended time for completion the Architect shall thereupon take such steps as considered necessary by the Architect to expedite progress so as to complete the works by the prescribed time or extended time. Such communications from the Architect neither shall relieve the contractor from fulfilling obligations under the contract nor it shall be entitled to raise any claims arising out of such directions.

31.0 Working hours / Work during nights and holidays

Working hours of execution for the subject Works shall be 9:00 a.m. to 6:00 p.m. (Including 1 hour of Lunch Break). If the Contractor work extends beyond the mentioned working time, the Contractor shall take permission of the Bank /Architect for the same.

Subject to any provision to the contrary contained in the contract no permanent work shall save as herein provided be carried out on during the night or on holidays without the permission in writing of the Architect. When the work is unavoidable or absolutely necessary for the saving of life or property or the safety of the work in which case the contractor shall immediately advise in the case of any work which becomes essential to carry by rotary or double shifts in order to achieve the progress and quality of the part of the works being technically required/ continued with the prior approval of the Architect at no extra cost to the Bank. All work at night after obtaining approval from competent authorities shall be carried out without unreasonable noise and disturbance.

32.0 No Compensation or restriction of work

If at any time after acceptance of the tender, the Bank shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not required the whole or any part of the works to be carried out. The Architect shall give notice in writing to the effect to the contractor and the contractor shall act accordingly in the matter the contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which it might have derived from the execution of the works fully but which it didn't derive in consequence of the foreclosure of the whole or part of the work.

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

In case of such stores having been issued from the Bank stores and returned by the contractor or stores, credit shall be given to him at the rates not exceeding those at which were originally issued to the contractor after taking into consideration and deduction for claims on account of any deterioration or damage while in the custody of the contractor and in this respect the decision of the Architect shall be final.

33.0 Suspension of work

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

- a. On account of any default on the part of the contractor or

- b. for proper execution of the works or part there if for reasons other than the default of the contractor, or
- c. For safety of the works or part thereof.
The contractor shall during such suspension , properly protect and secure the works , the extent necessary and carry out the instructions given in that behalf by the Architect If the suspension is ordered for reasons (b) and (c) as mentioned above : The contractor shall be entitled to an extension of time equal to the period of every such suspension. No compensation whatsoever shall be paid on this account.

34.0 Action when the whole security deposit is forfeited

In any case in which under any clause or clauses of this contract, the contractor shall have rendered itself liable for to pay compensation amounting to the whole of its security deposit, the Architect shall have the power to adopt any or all of the following course as may deem best suited to the interest of the Bank:

- a. To rescind the contract (of which rescission notice in writing to the contractor by Architect shall be conclusive evidence) and in which case the security deposit of the contractor shall be forfeited and be absolutely at the disposal of the bank.
- b. To employ labour paid by the Bank and to supply materials to carry out the works ,or any part of the works, debiting the contractor with the cost of the labour and materials the cost of such labour & material as worked out by the Architect shall be final and (conclusive against contractor) and crediting it with the value of the work done, in all respects in the same manner and at same manner and at the same rates as if it had been carried out by the contractor under the terms of this contract. The certificate of the Architect as to the value of work done shall be final and conclusive against the contractor.
- c. To measure up the work of the contractor , and to take such part thereof as shall be unexecuted , out of its hands, and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by the contractor (of amount of which excess the certificates in writing of the Architect shall be final and conclusive) shall be borne by original contractor and may be deducted from an money due to it by the Bank under the contract or otherwise, or from its security deposit or the proceeds of sale thereof, or sufficient part thereof.

In the event of any of above course being adopted by the Bank, the contractor shall have no claim to compensation for any loss sustained by reasons of its having purchased or procured any material or entered in to any agreements or make any advances on account of, or with a view to the execution of the work or the performance of the contract and in case the contract shall be rescind under the provision aforesaid. The contractor shall not be entitled to receive to be paid any sum or any work thereto for actually performed under this contract , unless, and until the Architect will have certified in writing the performance of such work and the value payable in respect thereof, and the contractor shall only be entitled to be paid the value so certified.

35.0 Owner's / Bank' right to terminate the contract

If the contractor being an individual or a firm commit any “Act of insolvency” or shall be adjusted an insolvent or being an incorporated company shall have an order or compulsory winding up voluntarily or subject to the supervision of Govt. 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 it to do so, to show the reasonable satisfaction of the Architect that Contractor is able to carry out and fulfill the contract and to give security therefore if so required by the Architect .

Or if the contractor shall suffer execution to be issued or shall suffer any payment under this contract to be attached by or on behalf of any of the creditors of the contractor. Or shall assign or sublet this contract without the consent in writing of the Bank through Architect or shall charge or encumber this contract or any payment due to which may become due to the contractor hereunder

- a. Has abandoned the contract
- 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 Bank through the Architect written notice to proceed, or
- c. Has failed to proceed with the works with such diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon , or has failed to remove the materials from the site or to pull down and replace works within 7 days after written notice from the Bank through Architect that the said materials were condemned and rejected by the Architect under these conditions; or has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this contract to be observed and performed by the contractor for 7days after written notice shall have been given to the contractor to observe or perform the same or has to the detriment of good workmanship or in defiance of the Bank’s / Architect’s instructions to the contrary subject any part of the contract. Then and in any of said cases the bank and or the Architect may not withstanding any previous waiver, after giving 7days notice in writing to the contractor, determine the contract, but without thereby affecting the powers of the Bank or the Architect or the obligation and liabilities of the contractor whole of which shall continue in force as fully as if the contract had not been determined and as if the works subsequently had been executed by or on behalf of the Contractor. And, further the Bank through the Architect their agents employees may enter upon and take possession of the works and all plants , tools, scaffolding, materials, sheds, machineries lying upon the premises or on the adjoining lands or roads use the same by means of their own employees or workmen in carrying on and completing the work or by engaging any other contractors or persons to complete the work and the contractor shall not in any ways interrupt to do any act, matter to think to prevent or hinder such other contractor or other persons employed for completing and finishing or using the materials and plant for the works.

When the works shall be complete or as soon thereafter as convenient to the Bank or Architect shall give a notice in writing to the contractor to remove its surplus materials and plants and should the contractor fails to do so within 14 days after receipt thereof, the Bank sell the same by public auction after due publication, and shall adjust the amount realized by such auction. The contractor

shall have no right to question any of the acts of the Banks incidental to the sale of the materials etc.

36.0 Certificate of Payment

The contractor shall submit interim bills at intervals as mentioned below:

1st Running Account Bill - at end of 1st Month from the commencement date. Subsequent Running Account Bill at every 15days interval till the completion of project and approved time extension thereto.

The Architect shall scrutinize and certify the Interim Bill invoice within 7days of submission of the Bill by the Contractor in proper format as approved by the Bank/Architect. The Bank shall make the payments to the Contractor within 7 working days from the date of certificate to the payment from the Architect to the Bank. The Bank shall further recover the statutory recoveries other dues including the retention amount from the certificate or payment.

It is clarified to the Contractor that, the joint measurement of any Item /Works by the Architect shall not be considered as means of approval for the subject Item / works for the payment. The Item / Works shall be entertained for Payment only after 100% of the subject Item / Works approved and to complete satisfaction of Architect. Provided always that the issue of any certificate by the Architect during the progress of works or completion shall not have effect as certificate of satisfaction or relieve the contractor from its liability under this clause.

The Architect may by any certificate make any corrections required in previous certificate. The Bank shall modify the certificate of payment as issued by the Architect from time to time while making the payment.

After the Bank makes payment of the interim bill invoice to the Contractor, The Contractor shall immediately make the payments to its sub agencies and submit the receipt of payment done on the letter head of respective sub agencies before the subsequent Running Account Bill is raised.

The final bill may be submitted by the contractor within a period of 15 (Fifteen) days from the date of completion of Items of the Architects final snag list and Architect shall issue the certificate of payment within a period of further 1(One) month. The Bank shall pay the amount within a period of 3 (Three) months from the date of issue of certificate by the Architect.

37.0 Arbitration

37.1 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 questions, claims, 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 herein:

37.2 If the Contractor considers that he is entitled to any extra payment or compensation in respect of the works over and above the amounts admitted as payable by the Architect or in case the Contractor wants to dispute the validity of any deductions or recoveries made or proposed to be made from the contract or raise any dispute, the Contractor shall forthwith give notice in writing of his claim, or dispute to the Deputy General Manager (F & OA), State Bank of India and endorse a copy of the same to the Architect, within 30days from the date of disallowance thereof 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 or such claim shall have been given by the Contractor to the Deputy General Manager (F & OA) 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 Deputy General Manager (F & OA) in writing in the manner and within the time aforesaid.

37.3 The Deputy General Manager (F & OA) 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 Deputy General Manager (F & OA) submit his claims to the conciliating authority namely the General Manager (ITSS), State Bank of India for conciliation along with all details and copies of correspondence exchanged between him and the Deputy General Manager (F & OA).

37.4 If the Conciliation proceedings are terminated without settlement of the dispute, the contractor shall, within 30days of termination thereof shall give a notice to the concerned Chief General Manager (IT-OPS) of the Bank for appointment of an Arbitrator to adjudicate the notified claims failing which the claims of the Contractor shall be deemed to have been considered absolutely barred and waived.

37.5 Except where the decision has become final, binding and conclusive in terms of the contract, all disputes and 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 Manager (GB) State Bank of India, Pune Zonal Office. It will also be no objection to any such appointment that the Arbitrator so appointed is Bank Office and that he had to deal with the matter to which the contract relates in the course of his duties as Bank Officer. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid by the said Chief General Manager (IT-OPS). Such person shall be entitled to proceed with the reference from the stage be entitled to proceed with the reference from the stage at which it was left by his predecessor.

37.6 It is 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.

37.7 It is also a term of this contract that no person other than a person appointed by such Chief General Manager (IT-OPS) as aforesaid should act as Arbitrator.

37.8 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.

37.9 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.

37.10 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.

38.0 Water Supply

The contractor shall make its own arrangement of water required for the works at site and nothing extra shall be paid for the same. This shall be subject to the following conditions

- i.** That the water used by the contractor shall be fit for construction purposes to the satisfaction of the Architect
- ii.** The contractor shall make alternative arrangements for the supply of water if the arrangement made by the contractor for procurement of water in the opinion of the Architect is unsatisfactory.
- iii.** If water is provided by the Bank at site, then charges shall be deducted from the contractor's bills @ 0.5% of actual project value.
- iv.** The contractor shall include in his rates all charges for water whether provided by Bank or provided by the contractor.

39.0 Power supply

The Bank shall supply the Power & emergency power back up at one point for the works at site on chargeable basis @ 0.5% of actual project value which shall be deducted from the contractor's bills.

40.0 Treasure troves etc

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

41.0 Method of Measurement

Unless otherwise mentioned in the schedule of quantities or in mode of measurement, the measurement will be on the net quantities or work produced in accordance with up to date. Rules laid down by the IS and in conformity of the terms and conditions of this contract and subject to the approval of the Architect. In the event any dispute/ disagreement the decision of the Architect shall be final and binding on the contractor.

42.0 Maintenance of Registers

The contractor shall maintain the following registers as per the enclosed proforma at site of work and should produce the same for inspection of the Bank/ Architect whenever desired by them. The contractor shall also maintain the records/ registers as required by the local authorities / GOVT. from time to time and more specifically the following:

- i. Register for hindrance to work
- ii. Register for labours
- iii. Site Instruction Book
- iv. Material Testing log

43.0 Price Variation / Escalation

The contract rates shall be firm and shall not be subject to fluctuation in the cost of materials, labour, transport, rate of exchange and whatsoever till completion of work including the extension of time thereto.

44.0 Force majeure

44.1 Neither contractor nor the Bank shall be considered in default in performance of the obligations if such performance is prevented or delayed by events such as but not limited to War, hostilities revolution, riots, civil commotion, strikes, lockout, conflagrations, epidemics, accidents, fire, storms, floods, droughts, earthquakes or ordinances or any act of God or for any other cause beyond the reasonable control of the party affected or prevented or delayed. However a notice is required to be given within 30days from the happening of the event with complete details, to the other party to the contract, if it is not possible to serve a notice, within the shortest possible period without delay.

44.2 As soon as the cause of force majeure has been removed the party whose ability to perform its obligations has been affected, shall notify the other of such cessation and the actual delay incurred in such affected activity adducing necessary evidence in support thereof.

44.3 From the date of occurrence of a case of force majeure obligations of the party affected shall be suspended during the continuance of any inability so caused. With the cause itself and inability resulting there from having been removed, the agreed time completion of the respective obligations under this agreement shall stand extended a period equal to the period of delay occasioned by such events.

44.4 Should one or both parties be prevented from fulfilling the contractual obligations by state of force majeure lasting to a period of 2 months or more, the two parties shall each other to decide regarding the future execution of this agreement.

45.0 Local laws, Acts, Regulations

The contractor shall strictly adhere to all preventing labour laws inclusive of contract labour (regulation and abolition) act of 1970 and other safety regulations, premium payments and shall abide with all the terms & conditions of the said Acts in toto. The contractor shall comply with the provision of all labour legislation including the latest requirements of all 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 (amendment)
- vii.** Personal injuries (compensation insurance) act 1963 and any other modifications
- viii.** Employee's State Insurance Act & Employees Provident Fund Act and misc provision 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.** Factories Act 1948
- xii.** Child labour (Prohibition and Regulation) Act 1986
- xiii.** The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996 and such other as may be made applicable.

46.0 Accidents

The contractor shall immediately on occurrence of any accident at or about the site or in connection with the execution of the work report such accident to the Architect. The contractor shall also report such accident immediately to the competent authority whenever such report is required to be lodged by the law and take appropriate actions thereof.

48.0 Deduction for uncorrected work

If the **Bank/Architect** deems it inexpedient to correct work damaged or not done in accordance with the Contract, an equitable deduction from the Contract price shall be made there for.

49.0 Payments withheld

The **BANK / ARCHITECT** may withhold or on account of a subsequently discovered evidence nullify the whole or a part of any certificate to such extent as may be necessary in his reasonable opinion to protect the **BANK / ARCHITECT** from loss on account of :

- a) Defective work not remedied.
- b) Failure of the **Contractor** to make payments properly due for materials or labour and/or to other Sub-Contractors
- c) Damage incurred on the Works of other contractors on account of breach of contract, default, negligence, errors and/or omissions of the Contractor in the performance of its Works.
- d) Non adherence of Safety, Health & Environment norms as specified
- e) When the above grounds are removed or rectified within the time limit as instructed by the Bank / ARCHITECT, payment shall be made for amounts withheld because of them.

50.0 Liens

The **Contractor** represents that the work called for under this contract shall be performed, finished and delivered to the Bank free from all claims, liens and charges of any kind within the spirit of this contract.

51.0 Corrupt Practices

No representative of the Bank / Architect or any one directly or indirectly involved in this Works shall be offered by the **Contractor** or any of his Sub Contractor, directly or indirectly, any benefit, fee, commission, dividend, gift or consideration of any kind in connection with the services and will not at any time offer gratuities or merchandise cash services or other inducement. The Contractor is aware of and familiar with the existence, provisions and purposes of the Anti-Bribery laws described below:

The prevention of corruption Act of 1998 (Indian Law) of the Indian penal code and the Foreign contribution (Regulation) Act of India (1976).

52.0 Environmental laws

The Contractor shall be solely liable for any breach of the applicable Laws including the Environmental Laws in relation to the Work to be undertaken under the Contract Document.

53.0 Miscellaneous

53.1 Further Assurance

From time to time, as and when requested by either Party hereto, the other Party shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions, as such other Party may reasonably deem necessary or desirable to consummate the transactions contemplated under the Contract Documents and take such other actions as may be reasonably requested from time to time in order to carry out, evidence and confirm their rights and the intended purpose of the Contract Documents.

53.2 Amendments

The Contract Documents may be amended or modified, and any of the terms hereof may be waived, only by a written instrument duly executed by the Bank. No waiver by the Bank of any term or condition contained of the Contract Documents, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other term or condition of the Contract Documents on any future occasion.

53.3 Notices

All notices, demands or requests or other communication required or permitted under the Contract Documents shall be written in English, and shall be made by hand delivery, registered post, facsimile transmission, certified mail, Federal Express or a similarly internationally recognized overnight courier service or facsimile, to the other Parties at the address provided as follows:

If to the Bank: The Assistant General Manager
 Address: State Bank of India,
 Pune Zonal Office, Premises department,
 3rd floor Sharda Chambers,
 Shankar Sheth road, Pune
 Telephone: 020-26404355/56
 Fax: (020)-26404350
 Email:

If to the Architect / Consultant: M/s Vastukala Design Build Solution Pvt Ltd.
 Architects and Interior Designers
 Address:
 101/A, 1st Floor, Hari Krupa,
 Above Shri Hari Mangal Karyalaya,
 Pandurang Wadi,
 1st Lane, Dombivli East, Mumbai - 421201
 Email: vdbSpl@gmail.com

If to the Contractor:

Address:

Telephone: Fax:

Email:

53.4 Governing Law and Jurisdiction

The Contract Documents shall be construed and interpreted in accordance with and governed by the laws of India and the Courts at Mumbai, India shall have jurisdiction over all matters arising out of or relating to the Contract Documents.

54.0 Guarantee / Warrantee

Besides guarantees required elsewhere, the Contractor shall guarantee the work in general for one year as noted under these Conditions. All required guarantees /warrantee certificates of manufacturer/vendor for all the materials, Equipment used in execution of the Works shall be submitted in Original copy to the Bank / Architect by the Contractor after the completion of the subject Item of works and/or before certification of Running Account Bill for payment by the Bank/Architect.

SECTION VI
SPECIAL CONDITIONS OF CONTRACT

1.0 Scope of works

The scope of work is to carry out “CIVIL & INTERIOR FURNISHING OF STATE BANK OF INDIA – TWO DGM DESIGNATED HOUSES POSTED AT PUNE AND ONE GUEST HOUSE FOR OFFICERS AT MADHUBAN SBI QUARTER, PUNE.”

2.0 Address of Site

The proposed work is to be carried out at SBI’s MADHUBAN QUARTER, PUNE.

3.0 Dimensions & levels

All dimensions and levels shown on the drawings shall be verified by the contractor on the site and shall be held responsible for the accuracy and maintenance of all the dimensions and the levels. Figured dimensions are in all cases to be accepted and no dimension shall be scaled. Large scale details shall take precedence over small scale drawings. In case of discrepancy the contractor shall ask for clarification from the Architect before proceeding with the work.

4.0 Notice of operation

The contractor shall not carry out any important operation without the consent in writing from the Architect.

5.0 Construction records

The contractor shall keep and provide to the Architect full and accurate records of the dimensions and positions of all new work and any other information necessary to prepare complete drawings recording details of the work as constructed.

6.0 Safety of adjacent structure

The contractor shall provide and erect to the approval of the Architect such supports as may be required to protect effectively all structures which may be endangered by the execution of the works or otherwise take such permanent measures as may be required by the Architect to protect structure.

7.0 Temporary works

Not Applicable

8.0 Temporary sheds

The contractor shall provide temporary sheds, site office & godowns for his own use at no extra cost and as directed at the designated location by the Bank. The contractor shall also responsible for proper maintenance of these temporary sheds. The laying and maintaining the temporary sheds within the site area shall be the contractor’s responsibility and the contractor shall take such measures that are necessary and as directed by the Bank.

9.0 Water, Power and Other facilities

- a) The rate quoted by the contractor shall include all expenses that are required for providing all the water required for the works and the contractor shall make its own arrangements for the supply of the good quality water suitable for the construction and good quality drinking water for the workers. If necessary the contractor has to bring water by means of tankers at its own cost for the purpose. The bank will not be liable to pay any charges in connection with the above.
- b) The Bank shall supply the Power & emergency power back up at one point for the works at site on chargeable basis. The rate quoted in the tender shall include the expenses for the power supply & distribution system; charges for power shall be deducted from contractor's bills @ 0.5% of contract value.
- c) The contractors for other trades directly appointed by the Bank shall be entitled to take power and water connections from the temporary water & power supply obtained by the contractor, however the concerned contractor shall make their own arrangement to draw the supply and pay directly the actual consumption charges at mutually agreed rates between them.
- d) **The Bank as well as the Architect shall give all possible assistance to the contractors to obtain the requisite permissions from the various authorities, but the responsibility for obtaining the same in time shall be of contractor.**
- e) If water is provided by the Bank at site, then charges shall be deducted from the contractor's bills @ 0.5% of actual project value.

10.0 Contractors Site Management:

a) Site Management:

The **Contractor** shall constantly keep on his work, during its progress, qualified and competent Project Engineers under the overall in charge of the Project Manager who will be responsible for the carrying out of the works to the true meaning of the Drawings, Specifications and Schedule of the Quantities, the **Bank / Architect's** instructions and directions to the satisfaction of the **BANK / ARCHITECT**. Any directions or instructions given to him by the **BANK / ARCHITECT** shall be deemed to have been issued to the **Contractor**. Attention is called to the importance of requesting instructions from the **BANK / ARCHITECT** before undertaking any work where **Bank / Architect's** directions or instructions are required. Any such work done in advance of such instructions will be liable to be removed.

The deployment of the staff / person shall be subject to interview and written approval by **Bank/ Architect**. The same shall be arranged within 7days of issue of the work order to the **CONTRACTOR**.

If it is found by the Bank / Architect that any staff deployed by the contractor for the subject works is deficient, the Contractor shall replace and substitute the same with prompt response without causing any delays in the Works.

b) Equipment:

The **Contractor** shall provide sufficient number of constructional machinery of approved capacity for the construction of the works.

c) The contractor shall provide and maintain all necessary offices, workshops, stores, sanitary facilities and other temporary structures in connection with the work at the site at its own cost after getting the approvals from the Architect.

d) A site office assistance / effort for the use of the bank/ Architect shall be provided by the contractor at its own cost.

e) All temporary buildings and facilities as mentioned above shall be removed on completion of the work or at any other earlier date as directed by the Architect.

f) All expenses for obtaining statutory approval and maintenance of the above facilities as well as running expenses shall be borne by the contractor at no extra cost. It is the responsibility of the contractor to obtain the statutory approvals for providing the above facilities.

g) Watchmen:

The **Contractor** shall make his own security arrangements to guard the Site and premises at all times, at his own expense. The security arrangements shall be adequate to maintain strict control on the movement of equipment, material and labour. The **Contractor** shall extend the security arrangements to guard the material stored and/or fixed on the premises by the Sub-Contractors.

h) Sanitary Conveniences:

The **Contractor** shall provide and make necessary sanitary convenience for the Site staff and the workmen maintain the same in a clean orderly and hygienic condition.

i) House Keeping:

The **Contractor** shall be required to maintain the site, works and surroundings in a neat and orderly manner, free of accumulating debris, haphazard stacking of materials, unhygienic and unsafe environment, cleaning of the site at all levels inside and outside, removal of unwanted materials, packing cases etc., shall be undertaken at least once on daily basis. The **Contractor** shall nominate the Safety Officer to be responsible for housekeeping. Unwanted material and debris shall be carted away from site.

The **Contractor** must allow for providing sufficient quantity of rubbish chutes for the discharge of construction debris from the upper floors of the structure. The design construction and location of the rubbish chutes must be approved by the **BANK/ARCHITECT** and the **Contractor** shall adapt, modify the reposition of the rubbish chutes as and when necessary to the entire satisfaction of the **BANK/ARCHITECT**.

The **Contractor** is also required to undertake all necessary precautionary measures to ensure that the discharge of rubbish and superfluous materials from rubbish chutes do not cause any nuisance to the neighboring premises.

The Contractor must ensure, prior to handover, that the entire premises has been cleaned to the best hygienic standards and fit for habitation to the satisfaction of the Architect/ Bank. The Contractor shall not stack or store the material in the Fire Escape Route / Exit staircases. If it is found by the Architect / Bank that the Contractor's material stacked / stored at such places, The Bank/ Architect shall levy penalty charges for such nonconformance. If the Contractor denies or does not pay such penalties, the same shall be recovered by the Bank / Architect from the monies due to the Contractor.

j) Site Building Premises and Adjoining structures:

The Contractor's attention is drawn to the existing adjacent structure to site within Premises. Care must be taken to ensure that no vibrations or other disturbances shall affect the structures during course of work. The Contractor shall ensure that the security of structures located nearby is not lessened due to work activities and take measures to prevent trespass from adjoining properties.

Should there be any danger of possible damage to adjacent premises or structures during the execution of the works, the Contractor must inform the architects or SBI and agree with them on the measures he would adopt to strengthen, support and make such constant checks on the structural soundness of neighboring properties and to take necessary protective measures.

Any damage or other disturbances caused to the adjacent premises, common spaces, adjoining buildings and structures during the course of the Works and not covered by insurance policies shall be the sole responsibility of the Contractor who will have to make good all such damages to the satisfaction of the Architects / Bank and pay for any compensation claimed, at his own cost.

Noise, vibration, dust or any other interference to the adjacent premises must be reduced to the minimum. The Contractor shall as and when required by the **BANK/ARCHITECT** install all necessary measures without additional cost for mitigation of noise, vibration dust, etc.

As the building / complex is very sensitive the work to be conducted should be in such a manner that the live cables which are buried and otherwise will not be damaged under any circumstances.

k) Sub- Agencies / Sub Contractor:

The Contractor shall submit the details of all such sub agencies or sub-contractor that are required for statutory permits for the proposed execution of the project works.

l) Site Progress Report:

The Contractor shall submit the Weekly, Monthly Progress report in format duly approved by the Architect / Bank.

The Contractor shall put up zone wise plan and reflected ceiling plan drawings mounted on the plywood at scale of 1:100 as directed by the Architect for easy reference. The Contractor shall also keep the complete drawings set of full size prints at Site and produce the same for discussion as and when required and instructed by the Bank / Architect.

11.0 Facilities for contractor's employees:

The contractor shall make its own arrangement for on-site drinking water facilities.

12.0 Lighting of works:

The contractor shall at all times provide adequate and approved lighting as required for the proper execution and supervision of work.

13.0 Fire Fighting arrangement

- i) The contractor shall provide suitable arrangement for the firefighting at its own cost. For this purpose the contractor shall provide requisite number of fire extinguishers and adequate number of buckets, some of which are to be always kept filled with sand and some with water. These equipment shall be provided at suitable prominent and easily accessible places and shall be properly maintained.
- ii) Any deficiency in the fire safety or unsafe conditions shall be corrected by the contractor at its own cost. The contractor shall make the following arrangement at its own cost but not limited to the following:
 - a) Proper handling, storage and disposal of combustible materials and waste.
 - b) Work operation which can create fire hazards
 - c) Access for firefighting equipment
 - d) Type, size, number and location of fire extinguisher or other firefighting equipment
 - e) General house keeping

14.0 Site Instructions book

A site instructions book shall be maintained by the Contractor at site for the purpose of quick communication between the Bank / Architect. Any communication relating to the works may be conveyed through records in the site order book. Such communication from one party to the other shall be deemed to have been adequately served in terms of contract. Each site instructions book shall have machine numbered pages in triplicates and shall be carefully maintained and preserved by the

contractor and shall be made available to the architect as and when demanded. Any instruction which the architect may like to issue to the contractor or the contractor may like to bring to the Architect two copies of such instructions shall be taken from the site order book and one copy will be handed over to the party against proper acknowledgement and the second copy will be retained for the record.

15.0 Site meetings

Site meetings will be held to review the progress and quality evaluation. The contractor shall depute an authorized senior representative along with the site representative and other staff of approved sub-contractors and suppliers as required to the site meetings and ensure all follow up actions. Any additional review meeting shall be held if required by the Architect.

16.0 Disposal of refuse

The contractor shall cart away all debris, refuse etc arising from the work at site and deposit the same at dumping grounds approved by statutory authorities. It is the responsibility of contractor to ensure proper debris dumping procedures at all times.

17.0 Contractor to verify site measurement

The contractor shall check and verify all site measurement with respect to the Contract Drawings issued by the Architect. Based on this verification, the contractor shall prepare all the necessary Shop Drawings with all details required to execute and submit the same for the approval of the Architect with sufficient promptness to avoid delay in the works.

18.0 Displaying the name of works

The contractor shall put up a name board of suitable size as directed by the Architect indicating there in the name of the project and other details as given by the Architect at its own cost and remove the same on completion of the project works.

19.0 As-built drawings

i For the drawings issued to the contractor by the Architect , the Architect will issue 2 sets of drawings to the contractor for the items for which some changes have been made. From the approved drawings as instructed by the Bank/ Architect. The contractor shall make the changes made on these copies and return these copies to the Architect for approval. In case any revision is required or the corrections are not properly marked the Architect will point out the discrepancies to the contractor. The contractor will have to incorporate these corrections and / or attend to the discrepancies either on the copies as directed by the architect and resubmit to for approval. The Architect will return one copy to the contractor which is duly approved.

ii Of the drawings prepared by the contractor The contractor shall modify the drawing(s) prepared by him wherever the changes are made by the Bank/ Architect, and submit two copies of such modified drawings to the Architect for approval. The Architect will return one copy of the approved drawings to the contractor.

20.0 Approved make & Mock Ups The contractor shall provide all materials from the list of approved makes at its own cost and also appoint the specialized agency for the waterproofing, anti-termite, Aluminium doors and windows and any other item as specified in the tender. The Architect may approve any make/agency within the approved list as given in the tender after inspection of the sample / mockup.

The Contractor shall make 2 Mock up rooms in plywood or as directed by Bank / Architect, during the progress of the work at no extra cost to the Bank.

The Bank / Architect shall not entertain any extension of time or additional cost claim from the Contractor for any samples / Mock up. The Contractor shall include in its rate all such charges for the Mockup.

21.0 Procurement of materials

The contractor shall make its own arrangement to procure all the required materials for the works. All wastages and losses in weight shall be the contractor's account. The Contractor shall submit the Original copies of Bill Receipts, Challan, Bill invoices of all the Materials procured for the subject project works / Item along with Running Account Bill as requested / directed by the Architect/Bank. The Contractor shall submit such Bill receipts / Challan for minimum 4 major Items of the particular works as demanded by the Architect. The Architect shall certify the running account bill on production of satisfactory supporting document as mentioned. In case of the supporting document submitted by the Contractor, in the opinion of the Architect are found not satisfactory, then the Architect shall hold the subject payment for the certification till the Contractor submits the proper supporting documents.

22.0 Excise Duty, Taxes, Levies etc

The contractor shall pay and be responsible of all taxes, duties, levies, royalties, fees, cess or charges in respect of the works including but not limited to sales tax, tax on works contract, excise duty and octroi, payable in respect of materials, equipment, plant and other things required for the contract. All of the aforesaid taxes, duties, levies, fees and charges shall be to the contractor's account and the Bank shall not be required to pay any additional or extra amount on this account. Variation of taxes, duties, fees levies etc if any, till completion of the works shall be deemed to be included in the quoted rates and no extra claim on this account will in any case be entertained. If a new tax or duty or cess or royalty or octroi is imposed under statute or law during the currency of the contract the same shall be borne by the contractor.

23.0 RATES TO INCLUDE:

While quoting their rates the tenderer should include the following if otherwise not stated herein before.

a) Necessary cost of taking samples of materials supplied by them for construction including cement

and steel, wood/tiles etc., testing of the same at Govt.'s / approved laboratory including transportation, cost of the samples, as and when required and as instructed.

b) Submission of test reports of other materials as may be specified by Architects or Bank's Engineer.

c) Taxes such as GST VAT, Sales Tax, Service Tax, Excise, Insurance duties & premiums, ESI, PF, labour charges, Approval charges etc

24.0 LABOUR HUTMENTS:

Shelter or stay for the laborers has to be arranged by the contractor at his own expense and responsibility. Under no circumstances, the contractors workforce or labourers will be allowed to stay at the site at any point of the contract. It would be the responsibility of the contractor to provide for temporary toilet & hygiene facilities to the workforce / labourers till the time of completion of the project and no extra claim whatsoever will be entertained.

Making any cut-out / opening for electrical wiring / fittings wherever instructed shall be the responsibility of the contractor and shall not be paid extra.

Method of measurement will be as per technical specifications. In case the specifications are silent, then IS 1200 shall be followed Consultant's decision will be final and binding on the contractor regarding method/mode of measurement.

The owner will not agree to escalation in the rates quoted under and circumstances and no claims on this account for whatsoever reason will be entertained at any stage.

The quantities given in the schedule of quantities are approximate. The contractor shall bear in mind the nature of job and note carefully that quantities can vary to any extent. Also some items may be deleted. No claims will be entertained on increased/decrease/deletion of quantities to any extent.

Contractor shall not sub-let any work without the consent / permission of the Owner/Consultant.

Prior approval and sanction for rate from consultant shall be obtained for executing items, which are not covered in Bill of quantities and specifications read together. The rates for such extra items, if any, shall be derived on the basis of similar items in schedule of quantities. If any particular item is not similar in nature the rate shall be derived by actual labour, material cost and 15% thereof to cover overhead and profits. Transportation of material is deemed to be included in overhead and profits and will not be allowed to charge separately.

The Quoted rates shall be all inclusive and cover the cost of materials freight, all types of taxes, duties, levies, royalties, erection, construction, testing of materials, samples brought for approval, tools and tackles, plant and equipment, labour, scaffolding, supervision, overhead and profits and any other expenditure incurred for completion of work as per drawings/specifications and to the full satisfaction of Owner/Consultant. The taxes such as VAT, Service Tax, Professional Tax, WCT, ESI, PF, Insurance charges & premiums etc and all the other taxes, levies, duties, Insurance cover etc

should be inclusive in the quote and nothing extra would be paid over and above the quoted prices and rates. The quoted rates shall also include cost of lighting, security of contractor material and equipments.

25.0 SAFETY RULES & PRECAUTIONS WHILE WORKING

25.1 Contractor shall bear in mind that he will have to carry out certain part of the works inside occupied areas. He shall take utmost care to see that:-

1. Working areas to be kept clean & free from any encumbrances.
2. Interior decoration/furniture or any other property of Owner/ Occupier is not damaged.
3. No inconvenience/nuisance is caused.
4. Plastic sheets are spread on floor to save them from staining.
5. Hessian Cloth curtain are hanged over scaffolding.
6. All types of windows, doors & openings shall be covered with plywood (4mm thick) temporarily during the course of works & later removed including cleaning the areas damaged.
7. Temporary partitions made out of Approved quality of Plastic sheet shall be provided to stop the dust transfer due to repairs work, as per the instructions of consultant.
8. All the staff working at site shall wear safety helmets, goggles, gloves, shoes etc.
9. No temporary electrical connections with loose wire will be permitted. For all electrical connections, proper sockets and plugs will be used and wiring / cabling clamped. At no point of time, electrical wires, cables or any gadgets shall be observed loose & free. All electrical wires, cables & gadgets shall be properly clamped, secured & all dangerous connections removed & replaced with new proper IS marked wires & cables during the course of work or at the time of providing temporary connections for any area of the work.
10. Firefighting portable extinguishers shall be used and located at appropriate locations.
11. All staff working at heights will use safety belts and standard platforms.
12. Inflammable materials like petrol, kerosene, wax etc will not be allowed to be stored at site stores.
13. Welding mechanics and electricians will wear suitable type of gloves, canvas shoes & suitable type of protection.
14. Personal protecting equipment like ear Muffler, Goggles, Gloves, Safety Belt, Safety helmet, Rubber shoes etc should be used by the workforce and be made available to the workforce by the contractor.
15. All scaffolding shall be double pole steel scaffold.
16. Contractor to ensure that all the equipments, tools brought on site will be in safe condition, have recently been checked and all the personnel using the equipment and tools have been trained in their safe use.
17. No floor, roof or other part of the structure shall be so overloaded with debris or materials as to render it unsafe.

(Quoted rates shall include the cost as above-mentioned operations in item nos. 1 to 6 above and no extra cost shall be paid for the same. It may be noted that the medical treatment for the injured

contractor's personnel in case of an accident if any on site during the progress of the work shall be entirely the responsibility of the contractor.)

26.0 DAMAGES & LIABILITIES OF THE CONTRACTOR

26.1 Cost of replacement / repair of any damage that might occur to any property during the progress of the work on site due to negligence or fault or willful acts on part of contractor or his workers shall be recovered from any moneys due to contractor.

Contractor shall replace all the broken glasses, damage to properties, life, vehicles, all structures, which break or gets damaged during the progress of work due to falling debris etc. Quoted rates shall be inclusive of such replacement cost and no separate payment shall be made for the same.

Contractor shall be responsible for making good to the satisfaction of the owner any loss of article, any damage to the structures, vehicles, life and properties etc belonging to the owner or being executed or procured or being procured by the owner or of any agencies within the premises of all works of the owner during the progress of the work if such loss or damage is due to fault and / or the negligence or willful acts of omission of the contractor, his employees, representatives or sub-contractor if any.

27.0 DISPOSAL OF DEBRIS

27.1 The contractor shall be responsible for disposing the debris outside Owner's premises on day to day basis & for any load & lift & at the designated Municipal dumping area. He shall not dump the same on roads/garbage dumps in the area. He shall attend to disputes arising from improper disposing. The contractor shall also ensure that after finishing every day's work, the place shall be kept clean, free of debris especially inside areas, or in the corridors, open yards, stair cases such that occupants are not inconvenienced. Fumigation shall be carried out periodically to ensure mosquito free zones & especially near water storage & debris areas.

28.0 WORKING AT HEIGHTS

28.1 The rates quoted shall be valid for working at any heights and depths. No extra payments shall be made for scaffolding, safety gadgets, staging, ladders etc for transportations of labour and material to higher or lower level.

29.0 MEASUREMENT:

Before taking any measurement of any work the contractor shall give reasonable notice to the consultant or the representatives of the Employer or the site engineer if any and measurements particularly concealable in nature shall be jointly taken and recorded and such statement of measurement shall be enclosed along with the bill or running bills. In the event of such measurement taken directly by the contractor the details shall be recorded and routes be marked for inspection of the consultant or engineer-in-charge.

Any deviation or discrepancies observed by the engineer-in-charge or the consultant shall be brought to the notice of the contractor or their representatives and during such inspection and measurement if the contractor fails to be present the certification of the engineer-in-charge or the consultant shall be final and binding on the contractor and the contractor shall have no right to dispute the same.

30.0 Scaffolding

30.1 No holes shall be made in the walls or slab to support access scaffolding. Contractor shall erect only double steel scaffolding, which would be permitted. He will be allowed to take lateral support by fixing expansion anchor bolts in the structure. Scaffolding of any other material will not be allowed under any circumstances. During the course of works on site, necessary temporary supporting arrangements such as Props, ties, bracings etc shall be provided wherever directed & necessary at the instructions of the Architects. Jute Kintan shall be provided from the external side of the scaffold to avoid dust nuisance & flying particles. Warning signs to be provided at the important designated areas & spaces. Scaffolding shall be independent without damaging the brick work or structure in general.

31.0 Indemnification

31.1 The Contractor shall indemnify owner against any liability, directly or third party, in case of an accident during the execution of work.

32.0 Guarantee – The contractor has to submit Guarantee on Rs. 500/- Stamp Paper.

32.1 Contractor shall guarantee works wherever so specified in the format given below on 500 rupees stamp paper.

Format for Guarantee

We hereby guarantee that the above work carried out by us as per our Bill No. ----- shall remain entirely watertight. Should, however, due to any unforeseen defect left out in our work at the times of execution there be any leakage during the period of ----- Years from the date of its completion i.e., from -----, it shall be rectified by us without any extra cost to the owners.

SECTION VII

SUMMARY OF TENDER

SR NO	ITEM	DATA / PARTICULARS
1	Client/Bank	State Bank of India
2	Works	“CIVIL & INTERIOR FURNISHING OF STATE BANK OF INDIA – TWO DGM DESIGNATED HOUSE POSTED AT PUNE AND ONE GUEST HOUSE FOR OFFICERS AT MADHUBAN SBI QUARTER, PUNE”
3	Tender Validity	90 days from opening of price bid
4	Type of Contract Tender	Item - Rate Basis
5	Issuing Date Submission Date	30/06/2017 On or before 14/07/2017 upto 1:00 P.M.
6	Tender Procedure	Two Part Bid
7	Tender Language	English
8	Law Governing	Central, State and all Local Statutory Laws
9	Date Of Commencement of work	Within 7 Days from issuance of Work Order / LOI whichever is earlier.
10	Period Of Completion	60 days from the issue of work order by the bank or intimation for the commencement of work whichever is earlier.
11	Earnest Money Deposit	Earnest Money of INR 55,000/- in the form of Demand Draft of any Nationalized bank drawn in favour of State bank of India payable at Pune. Retention Money shall be deducted from the running account bill at the rate of 10% of the gross value of work done by the contractor and claimed in each bill provided the total security deposit i.e. ISD plus Retention money shall both together not exceed 5% of the contract value.
12	Release of Retention	Upon issuance of Virtual Completion Certificate (VCC) by the Architect and it's approval by bank, half of the security deposit amount (i.e. 2.5% of the total contract value or total executed value, whichever is higher) shall be released.
13	Balance release of Retention Money	Upon completion of defect liability period
14	Liquidated Damages	The liquidated damage shall be 0.5% per week of

		Delay subject to a maximum of 5% of contract value
15	Defects Liability Period	12 (Twelve) months starting from the practical completion date including one monsoon
16 a)	Interim Bill	The contractor shall submit interim bills and the interval between two such bills shall be fifteen days
b)	Value of work for Interim Certificate	Rs. 15,00,000/- (Rupees Fifteen Lakhs only)
17	Certification of Interim bills for payment	The bill shall be certified by the Bank/ Architect after scrutiny within further 7 (Seven) days from the date of submission of interim bill by the Contractor in proper format as approved by the Bank.
18	Payment of Interim bills of payment by the bank	Payment shall be within further 7 (seven) days from the date of certification of the interim bill by the Bank/ Architect
19	Period Of Final Measurement	The final bill shall be certified by the Architect after scrutiny within 1 (one) month from the date of submission of final bill by the contractor in proper format as approved by the bank.
20	Certification of final bill by bank	The Final bill shall be certified by the Architect after scrutiny within 1 (One) month from the date of submission of final bill by the contractor in proper format as approved by the bank
21	Payment of final bill by Bank	Payment shall be within 3 (Three) Months from the date of certification of Final Bill by the Architect.
22	Dispute Settlement	Arbitration as per Indian Arbitration & Conciliation Act 1996. Courts at Mumbai, subject to the Arbitration Clause
23	Jurisdiction	Courts at Mumbai, subject to the arbitration
24	Seal and Signature Place: Date:	

SECTION VIII

APPENDIX - 'A'

Schedule of Contractor's Site Management Staff

Tenderers must enter below the name, qualifications and experience for the following mandatory positions (full time site personnel) in the proposed format.

Mandatory requirements are atleast 1 Full time Site Engineer during the course of execution of works on site. Atleast 1 Junior Engineer, working as sub-ordinate to the Site Engineer in charge, working as assistant for the project. Only Site Engineers having expertise in Repair & Restoration Projects executed for dilapidated buildings with thorough knowledge of latest repair methodologies & special technologies would be allowed for deputation on site by the bank.

Site supervisors with adequate experience to carry out his/ her respective responsibilities to the satisfaction of Bank/ Architect.

The contractor shall note that he will be required to deploy the additional adequate numbers of Key Staff at site, for following activities to execute the Project works as per agreed schedule & to the satisfaction of the Bank/Architect. No extra payment shall be made to carrying out these activities.

- B1) Site Safety, Health, Housekeeping Engineering
- B2) Site Security Person
- B3) Accountant cum Administrative staff

APPENDIX 'B'

**SAFETY CODE – PLEASE ALSO REFER ADDITIONAL / SPECIAL SAFETY MEASURES
ENCLOSED SEPERATELY.**

1. First aid appliances including adequate supply of sterilized dressing and cotton wool be kept in a readily accessible place.
2. An injured person shall be taken to a public hospital without loss of time, in cases the injury necessitates hospitalization.
3. Suitable and double strong metal scaffolds should be provided for workmen for all works that can safely be done from ground.
4. No portable single ladder shall be over 8 metres in length. The width between the rails shall not be less than 30cm (clear) and the distance between two adjacent shall not be more than 30 cm. When the ladder is used an extra mazdoor shall be engaged for holding ladder.
5. No floor, roof or other part of the site premises shall so overloaded with debris or material as to render it unsafe.
6. Workers engaged in the welding works shall be provided with welders protective eye shield and gloves.
7. No paint containing lead or lead products shall be used suitable facemasks should be supplied or use by the workers when paint is applied in the form of spray.
8. Hoisting machines and tackles used in the works, including their attachments, anchorage and supports shall be in perfect condition.
9. The ropes used in hoisting or lower in martial or as a means of suspension shall be durable quality and adequate strength and free from defects.

APPENDIX 'C'

CLAUSE 25 OF GCC - CONTRACTORS LIABILITY AND INSURANCE SUMMARY

Sr. No.	Nature and scope of Insurance risk policy of	Value of insurance	Validity Period	Name of the insurer
1	Loss of damage to works or any part thereof materials at site from any cause whatsoever and all	100 % of the Contract Value	The Policy should be valid till the expiry of defects liability period.	The policy should be in the joint name of State Bank Of India & the Contractor
2	Damages , loss, or injury to any property of the bank, architect, or consultant to any person including for his agents and servants	Rs. 5 lakhs per accident	The policy shall be valid till expiry of defect liability period.	The policy shall be in Joint name of State Bank of India and the Contractor
3	Claims under the workmen's compensation act 1923	As per Gov. rules	The policy shall be valid till expiry of Defect liability period	The Policy shall be in the name of State bank of India and the contractor

Note 1

The insured amount for policy under sr.no1 above may be obtained through nationalized insurance company as follows:

- A)** At the time of commencement of the work 100% of contracted value valid for 90 days or the project completion period whichever is higher
- B)** This will be further extended to cover the Defects liability period and submitted to the Bank prior to the Virtual Completion.

Note 2

The insurance policies for sr.2 & 3 should be obtained in joints name of the Bank and the contractors at the time of commencement of the work and the same should be valid throughout the tenure of the contract including 12 months defect liability period.

Note 3

The Contractor shall take car policy to cover all risk whatsoever.

SECTION IX

CHECK LIST FOR ENCLOSURES FROM BIDDERS

(Note: The enclosures from bidders may as far as possible be in the same order as given below)

S. No	Description of item
1.	EMD
2.	Covering letter if any (No cost details to be indicated)
3.	Power of Attorney Document for signatory
4.	Statement of contractor's staff deployment for the project
5.	Safety Procedures

VOLUME B

TECHNICAL SPECIFICATIONS FOR CIVIL & INTERIOR WORKS

TECHNICAL SPECIFICATIONS FOR CIVIL WORKS

1. General Specification for Cement Concrete (ORDINARY AND REINFORCED)

NOTE: All Reinforced concrete work will be of Nominal mix Cast in situ.

A – Materials

1.1 CEMENT

All Portland cement of Grade 53 for use on the works shall comply in every respect with the requirements of the Indian Standard Specification for Portland Cement as issued and amended from time to time by the Indian Standards Institution.

The Portland Cement used in the works shall be manufactured in India and shall be of a make and quality to be approved by the Engineer.

Tests: No other make of cement but the one approved by the Engineer will be allowed on the works and the contractor shall not change his source of supply without the approval of the Engineer in writing. The contractor shall produce test certificates to show that the cement is fully upto the specifications and notwithstanding this, the Engineer may at his discretion order that the cement delivered on the work, and which he may consider damaged or of doubtful character for any reason whatever, must be retested by approved testers and fresh certificates of its soundness produced by the contractor at his specification cost. Cement ordered for retesting shall be withdrawn from the work pending the results of retesting. The decision of the Engineer in this respect shall be final and binding on the contractors.

Stores : Large stocks of cement shall not be kept at the works but only sufficient quantities to ensure continuity of the work. The contractors shall provide and material proper and efficient storage sheds for the cement on the works. The floor of the stores shall be raised at least 230 M.M. from the ground in order to protect the bags from moisture. No cement damaged by exposure or otherwise will be allowed to be used in work but shall be removed at once from the site.

Package: The cement shall be supplied in sound and properly secured and sealed bags weighing 50 Kg. of cement. The rates entered in the Bill of quantities and rates must be held to include the cost of haulage to the work, housing and protecting from the weather,

risks of every kind, and all expenses connected with preparing the cement for use and with using it in the work.

1.2 SAND

All the fine aggregate shall consist of clean, hard strong, durable, uncoated, well-graded particles. When incorporated in the concrete mixture, the fine aggregate shall be free from frost, frozen, lumps injurious amount of dust, mica shells, soft or flaky particles, shale, alkali organic matter loan or other deleterious substances.

The sand shall be taken from a source approved by the Engineer.

If the Engineer considers it necessary it shall be washed. The cost of washing must be included in this price for the concrete work.

All sand shall pass through a sieve having meshes not more than 1/4th inch wide and if the Engineer shall require it, it shall be screened before use at the expense of the contractor.

In no case shall fine aggregate be accepted containing more than two percent, by dry weight, not more than three and half per cent, by dry volumes, not more than five percent, by wet volume of clay, loan of silt. If any sample of fine aggregate shown more than five percent of clay, loan silt in one hour's settlement, after shaking in an excess of water, the material represented by the sample will be rejected. If necessary, silt test shall be taken by the Engineer.

Storage-

All fine aggregate shall be stored on the works in such a manner as to prevent the intrusion of foreign matter.

The fine aggregates shall conform as nearly as possible to the following sieve analysis.
S-Sieve.

Designation	Percentage retained
480	Nil
240	0 to 13
120	13 to 37
60	33 to 85
30	80 to 90
15	90 to 98

A mixture having the lowest possible void content shall be used.

This description of the fine aggregate shall not be interpreted as admitting the use of stone or slag screenings unless authorized.

1.3 COARSE AGGREGATE

Quality of coarse aggregate: -

The whole of the ingredients of the coarse aggregate shall consist of rock, gravel or Quality of coarse other inert material. The particles of aggregate, coarse aggregate shall be of clean, hard tough, durable material, free from vegetable or other deleterious substances, and shall contain no soft flat or elongated pieces.

All coarse aggregate shall be stored on the works in such a manner as to prevent the intrusion of foreign matter.

If it is considered necessary, the Engineer may order it to be washed and screened. The contractor shall state in his tender the source from where he will obtain the aggregate and he shall also include in his price for concrete the cost of washing.

If screening is necessary the cost shall be borne by the contractor.

The coarse aggregate shall consist of: -

Grading of coarse aggregate	1. metal no. 2 20 to 25 mm.
	2. metal no. 1 3 to 12 mm.

The whole of the aggregate shall pass a screen having meshed not greater than 25 mm. square and shall be retained on a screen having meshes 6 mm.square. The materials may be tested for voids before the work is commenced and at intervals during the course of construction, as may be necessary and the proportion of the different grades in the coarse aggregate fixed by the Engineer so as to secure a well grade material varying from 6 mm to 25 mm. The different grades of the course aggregate shall be measured by mean of suitable boxes and in such proportions as may be approved by the Engineer. Aggregate shall pass confirm IS for crushing and impact.

1.4 WATER

The water shall be clean and free from injurious amounts of oil, acid, alkali, organic or other deleterious substances. The quantity of water added to the materials for making concrete shall be properly under control and must be measured.

1.5 REINFORCEMENT

The steel to be used in reinforced concrete work shall comply with the requirements of Indian Standard Specification, I.S.S. no. 432 (Latest).

Specifications for High Yield strength steel deformed Bars (Tor Steel)

The tor steel to be used in the works should be of grade F.E. 500 conforming to I.S.1786:2008. Wherever welding of reinforcement is specified, the same shall be carried out conforming to IS:9417 or IS:2751. Welding shall be carried out by approved qualified welders only. One percent testing of welds shall be carried for all types of welds.

Column reinforcement bars are required to be lapped in the middle portion of columns as per IS 13920. Proper arrangement shall be made to support reinforcement projecting above floor level. Similarly laps within a distance of 2 D (depth of beam) or 1/4 span from the face of the column are not allowed. The overhanging bars should be properly supported. The cost of these works is included in the rate.

If any steel does not in the opinion of the Engineer comply with any of the tests specified under above I.S. codes then Engineer may reject the lot or lots from which the sample or samples are taken and the same shall not be used in the works but shall be removed there from.

All steel used for reinforcement shall be free from loose or rust which must be removed with a stiff wire brush. Bars also be free from oil or paint. The steel should be properly braced, supported and otherwise held in position so as to prevent displacement while concrete is put in. The correct number and size of reinforcing bars, stirrups and binders shall be provided and placed in position strictly according to the contract and plans. This shall be looked after with proper care and checked over by a competent foreman personally and finally before pouring the concrete.

All protruding bars from columns, beams and slabs to which other bars are to be spliced later on must be protected from rusting by a coat of thin neat cement grout. All bending shall be done cold, gradually, evenly and without jerks. A jerky action is likely to snap or crack the steel.

1.5a Cover Blocks

Cover blocks shall be of approved quality of high grade concrete (M20 with use of plasticizer for strength and durability) and shall be vibrated on a table vibrator to reduce the permeability. Cover blocks shall be made of the same grade of concrete as of structural member in which the blocks are to be used. Rate of Concrete is inclusive of providing cover blocks.

1.6 MOULDING AND FALSE WORK (FORMWORK/SHUTTERING)

All timbering for moulds and false work to be used in connection with reinforced work shall be strongly and firmly erected. Use steel, wood and plywood shuttering for its first use at site, and its number of uses will be solely at the discretion of the Engineer. Rates quoted shall be for straight formwork at all levels unless otherwise specified.

For quick erection of shuttering and staging, the system should have suitable arrangement for moving entire set in transverse as well as in longitudinal directions and rails/wheels on any suitable arrangement which will be approved by the consultant.

The moulds must be plane, smooth and free from knots, holes, open joints and other imperfections. They shall be coated with mineral oil or other suitable materials to prevent the concrete adhering to the surface of the timber. The slabs centering shall be covered with double wazed water proofing paper or as directed if found necessary by the Engineer. Nothing extra will be paid for this.

The false work should be properly constructed and braced in at least two directions and strong enough so as to be perfectly rigid and unyielding during the operation of filling and ramming the concrete. The timbers should be of sufficient thickness and scantlings of such a good quality as not to warp, deform or deflect the concrete.

Contractor should submit design and drawing for all false work / formwork showing sizes of member including props and its foundation considering pumping for the approval of the Architect and Owner.

A mockup of formwork for columns, typical column-beam junction, beams should be made and only after obtaining approval of the mockup, the contractor will be allowed to proceed with the work

The whole arrangement regarding the dimensions and construction of the false work / form work shall be to the entire approval of the Engineer and shall be of proper size so as to bring out the completed work of the required dimensions.

Before filling the forms care shall be taken to see that the reinforcements are in their proper and ultimate positions and thoroughly secured from being disturbed during the filling and ramming of the concrete and that the moulds are absolutely free from dried up cement or concrete, any dust, pieces of wood, rags and projecting nails. All joints in false work / shuttering shall be sealed properly as instructed.

The arrangement of the forms and centering shall be such that the slab centering and sides of beams and column forms may be removed first allowing the bottoms of beams and girders to be supported for longer time.

Cleaning of shuttering plates by mechanical buffing after every use is required.

1.7 MIXING AND PLACING OF CONCRETE INGREDIENTS AND MEASUREMENTS OF MATERIALS

The concrete shall be composed of water, portland cement (or Slag cement as and when directed by the Engineer), fine aggregate and coarse aggregate.

All sand and aggregate used on the works shall be carefully and accurately measured by volume in suitable gauge boxes and in quantities to the entire satisfaction of the engineer, and the cement to be added to the aforesaid mix shall be either by one or two fully sealed bags, or by weight the water being added to the dry mix in a manner in which it can be properly controlled and measured.

The cement shall be measured by sealed bags or by weight. One bag of cement shall weigh 50 kg. Volumetric measurement of cement shall not be permitted. If loose cement is used, quantity of cement shall be weighed before being put in the mixture or mixing platform. Water shall preferably be weighed or measured in liter-cans. Buckets shall not be used for measuring water.

1.8 PROPORTIONS (FOR VOLUMETIC BATCHING)

The proportions of cement, sand and aggregate for the concrete shall be 1:3:6, 1:2:4, 1:1.5:3 or 1:1:2 by volume or weight, and shall generally consist of the quantities as given below per bag of cement.

Proportion of ingredients	Quantity of material per bag of cement		
	Cement	sand (cu.m.)	aggregate(cu.m.)
1:3:6	1 bag	0.105	0.183
1:2:4	1 bag	0.061	0.142
1:1.5:3	1 bag	0.053	0.106
1:1:2	1 bag	0.035	0.061

The maximum quantity of water to be mixed per bag of cement of 50 kg shall include the free water carried by the aggregates, but correction shall be made to this quantity of water according to the wetness of the aggregates as per instructions of the engineer.

The minimum cement content in M25 grade concrete shall be 340 kg/m³. The contractor shall submit the sample cube test results of hardened concrete as per IS specifications for the review and approval of Architect / SBI before ordering concrete raw material on site.

1.9 CONSISTENCY AND SLUMP TEST

It is necessary that the concrete shall have the desired workability and give the maximum yield per bag of cement.

If the first batch is too stiff, either sand or coarse aggregate or both must be adjusted until the desired work ability is obtained. If it is too wet, either sand or coarse aggregates or both can be added as appear desirable.

When the correct proportion has been ascertained, they must be carefully noted and adhered to until there is a change in the condition of the materials supplied.

In order to test the consistency of the mixed concrete, slump tests shall be made by the contractor as and when required by the Engineer, and these slump tests shall be carried out in the following manner:-

The test specimens shall be formed in the mould of No. 16 gauge galvanised metal in the form of the lateral surface of the frustum of a cone with the base 200 mm. in diameter, the upper surface 100 mm. in diameter and the attitude 300 mm. The base and the top shall be open and parallel to one another and at right angles to the axis of the core. The mould shall be provided with foot pieces and handles.

When the test is made at mixer, the samples shall be taken from the pile of concrete immediately after the entire batch has been discharged.

The mould shall be placed on a flat, non-absorbent surface such as a smooth plank or a slab of concrete and the operator shall hold the form firmly in place, while is being filled, by standing on the foot pieces. The mould shall be filled to about one fourth of its height with the concrete, which shall be then puddled, using 20 to 30 strokes of a 12 mm. rod pointed at the lower end. The filling shall be completed in successive layers similar to the first and the top struck off so that the mould is exactly filled. The mould shall then be removed by being raised vertically, immediately after being filled. The moulded concrete shall then be allowed to subside until quiescent and the height of the specimen measured.

The consistency shall be recorded in terms of mm. of subsidence of specimen during test, which shall be known as the slump.

Slump

300 mm. Minus of mm. of height after subsidence.

The allowable slump for concrete shall be between 75mm and 90 mm.

1.10 COMPRESSION TEST

Compression test for concrete shall be carried out by the Contractor at their own cost and in accordance with the provisions of the IS Code and the results shall satisfy the provision of I.S.S. 456 (2000)

1.11 MIXING

The concrete shall be mixed in a batch mixer. The capacity of the drum shall be such that only whole bags of cement are used in each batch if such a mixer is not brought the contractor shall use of box 30.5cm. x 30.5 cm. x 30.5 cm. for measuring 0.2 Cum. of cement to allow for looseness. Mixing shall continue for 2 minutes after all materials including water, are placed in the drum and before any part of the batch is discharged. The drum shall be revolved not less than 14 and not more than 18 revolutions per minute. The drum shall be completely emptied, before receiving materials, for the succeeding batch. The volume of the mixed materials of such batch shall not exceed the mixer manufacturer's rated capacity of the drum.

The drum shall be thoroughly washed out when mixing operations cases for any period longer than 1 hour.

Mortar or concrete that has partially set shall not be re-tampered by being mixed with additional materials or water.

HAND MIXING

Hand mixing when allowed by the Engineer shall be carried out in the following manner, and shall be done on a watertight platform or through at least 2 meters x 4 meters with three side of sufficient depth to prevent the materials from being shoveled off during the operation of mixing. The actual mixing shall be carried out by two or more then opposite each other, using square ended shovels (notpowras)

The specified quantity of sand for the batch of concrete shall be spread out first on the platform or trough, making a level heap about 15 cm. deep and on the sand the specified quantity of cement shall be spread. All the dry sand and cement shall be turned over with the above at least three times until the mixtures is of a uniform colour. Each shovel should leave the shovel with a spreading action as a turning. The specified quantity of coarse aggregate shall now be added and the whole mixture turned over again at least three times. The specified quantity of water shall next be added slowly through a hose attached to a watering can, while the process of turning the mixture over is being carried out. The mixing shall be continued until the whole batch has reached an even consistency and the mortar is spread evenly through the batch. If any other method be adopted the same shall be previously approved in writing by the Engineer.

The water must not be added by bucket or bhisti's bag to the dry mixed materials. After mixing the concrete must be placed immediately, within half an hour completion of mixing.

1.12 PLACING CONCRETE

All forms shall be absolutely clean and free from shavings or foreign matter before any concrete is placed. All concealed items like conduits, junction boxes, fixtures etc. shall be located as per details and locations to be approved before placing concrete.

All concrete must be deposited in the forms within 10 minutes after leaving the mixture and the concrete should be worked round the various reinforcements, carefully by means of rods and small beaters, and thapies, care being always taken to see that no reinforcement is disturbed from its position and no voids are left; the sides of the forms being gently tapped by spades and thapies to ensure proper filling and uniform outside surface. A mechanical vibrator shall be used during placing of concrete in column footings, column plinth, floor beams, floor slabs and in such other places as directed.

All beams and slabs shall be filled to the top surface in one continuous operation, i.e., from the bottom of the beam to the top floor construction. The filling of the column shall be continuous operation from its bottom to the bottom of the beam or girder.

In case where it becomes necessary to stop concreting for any line of beams and girders before completion, the concreting shall be stopped only directly over the center of the column making a vertical joint and allowing one half of the column to become the bearing surface for the future adjoining beam. The floor slab shall be filled up together the beams on which they are resting.

Construction joints shall be minimum in numbers and their location shall be approved by the Engineer. Construction joints shall be treated properly with bonding coat of approved material to be applied at the old concrete before commencing the fresh concreting operations.

Concreting after it has been placed in the forms and begun to set (after about 2 hours of laying) it should not be disturbed but the exposed surface should be kept damp by covering with wet gunny bags and then cured by flooding with water by making mortar watta of 75 mm high for 15 days to ensure curing. Curing compound may be permitted by the engineer only for locations of concrete work that are inaccessible.

In form finish surfaces, the patterns to be provided for the formwork shall be as per architects suggestions.

Concrete rate is inclusive of providing pockets, holes, slits, depressions, inserts, pipes, etc. required for electrical, mechanical and plumbing systems,

1.13 REMOVAL OF CENTERING

In no case shall the centering of any concrete work be removed without obtaining the special permission of the engineer or his Assistant.

Proper care shall be exercised while removing the centering to avoid jarring the structure or throwing heavy form from the floor.

Generally nothing less than the following times should elapse between the filling in of the concrete and removal of the forms: -

Type of formwork	Minimum period before striking formwork
Vertical formwork to columns, beams and slabs	24 hrs.
Soffit formwork to slabs (Props to be re-fixed immediately after removal of formwork.)	3 days
Soffit formwork to beams (Props to be re-fixed immediately after removal of formwork.)	7 days
Props to slabs Spanning up to 3.5 m Spanning over 3.5 m	7 days 14 days
Props to beams and arches Spanning up to 4.5 m Spanning over 4.5 m	14 days 21 days

After removal of the centering any roughness or irregularity on the exposed surface of the work shall be made good by thin grouting of cement or a cement wash and the whole surface shall be so finished as to present an even and uniform appearance. No plastering will be permitted on the surface.

Where plastering is specified over concrete surfaces, concrete surfaces are required to be hacked immediately after the removal of centering/form work as directed by the Engineer-in-charge wherever required. Additional rate shall not be paid to contractor for hacking.

1.14. R.C.C. WORK MODE OF MEASUREMENTS

All R.C.C. work will be measured and paid for at the overall design dimensions, increase in dimensions caused by the plaster finish will not be taken into account.

In the case of junctions of two or more members of R.C.C. work, only one of the members will be measured full and no claim for overlap of other members will be allowed either in respect of cubic contents or extension of reinforcement necessary at the junctions.

Junctions of the Tee and or rectangular beams with slab: - beams will be measured upto the top of the slab.

Junction of beams and columns: - columns will be measured full.

Junction of columns and footing: - footings will be measured full.

Junction of gallery slabs with parapet and drop (apron walls) slabs will be measured full. Chajjas will be measured in sq. mts. arrived at by multiplying length and projection as measured on the top surface exclusive of the vertical edge. Drip moulding watas or any other mouldings will not be separately measured.

Junction of columns and lintels: - columns will be measured full.

1.15 MODE OF MEASUREMENT AND RATES FOR M.S. REINFORCEMENT

The rate shall be on weight basis for 1 quintal of Mild Steel reinforcement. The weight of steel reinforcement incorporated in the concrete will be measured in quintals based on the total computed weights for the sizes and lengths of bars as shown on the plans or as ordered by the Engineer. No allowance will be made for wastage while computing the weight, hooks and bands will be taken into account but not the laps. The lengths of the bars shall be measured correct to two places of decimals in meters and the weight payable would be worked out on the following basis correct to 0.10 of a kg.

Diameter of bars in millimeters	Weight in Kg. per metre.
6	0.22
10	0.62
12	0.89
16	1.58
20	2.46
22	2.98
25	3.85
28	4.83
32	6.31
36	9.99
40	9.87

Overweight of the steel shall not be considered for calculating consumption and payment purpose, weight of different dia. of bars mentioned above shall be considered for payment as well as consumption purpose. The wire for tying and devices for supporting bars and maintaining various clearances will not be measured or paid. No payment will be made for pins, clips, binding wires, tack welding done in lieu of tying, separators, wire chassis and other materials used for fastening and supporting reinforcement in place. If the bars are substituted at the contractor's request and as a result more steel is used than specified only the quantity specified shall be paid. The rate shall include the cost of steel and of cutting, bending and binding, placing, cleaning, supporting etc., the M.S. bars including laps and wastage.

2. MASONARY WORK

The contractor shall use the cement of approved make only. Only first quality ceramic tiles of approved make shall be used. All the tile joints shall be filled up properly using white cement slurry mixed with matching pigments. Only best quality granite and marble of the basic rate specified and of approved shade shall be used (Basic rates wherever mentioned are ex-go down and excluding taxes). The granite /marble shall be from the same lot and without colour /shade variation or any other defects. All edge chamfers / cutting of granite / marble shall be mirror polished and no extra shall be paid for. River sand confirming

I.S. Code 1542 obtained from river bed and no containing mud & salt contain more than 8% shall be used. Sand shall be properly washed before its use.

3. PAINTS :-

Standard -

All the water base and oil base paints such as distemper, cement paint, enamel paint, flat oil paint etc. shall be products of approved manufacturers and shall conform in all respect to respective IS Specifications Colour and Shade shall be as approved by the Engineer.

Supply -

All paint materials shall be supplied to the Site in the manufacturer's sealed and branded containers. Any containers reaching site with broken seals are liable for instant rejection by the Engineer.

Storage -

All paint materials shall be stored in cool dry conditions clear of other stores to the satisfaction of the Engineer.

Usage -

The mixing of materials of different brands before or during application shall not be permitted.

Brushes, pails, kettles and other implements and tools used in painting or preparation of the work shall be clean and free from foreign matter.

4. Metal painting with enamel paint-

Surface preparation-

1. Remove the existing paint from the surface including preparing the surface by thoroughly mixing cleaning oil, grease, dirt and other foreign matter with wire brushing, fine fire steel wool, and sand paper, scaffolding etc. complete.

Primer-

1. Providing and applying one priming coat over steel and metal.

Application-

1. Apply the first coat of enamel paint. Allow it to dry.
2. Apply the second coat of in a direction perpendicular to the first coat, ensuring complete coverage of the area.

5. External Cement Plaster:-

Carefully breaking and removing the existing external plaster of walls, compound walls etc in patches or long stretches without damaging the plaster, brickwork in the vicinity including cutting a groove first to demarcate the exact area. The Surface to be plastered shall first be cleaned thoroughly of all dust, dirt, grease, algae etc., by water and wire brushing if required.

Now, provide sand face plaster externally to concrete, stone or brick surfaces using approved screened sand including preparing the base, watering and applying base coat of 15 mm thick in cement mortar 1:4 with Dr. Fixit LW+ or approved equivalent in proportion 200ml per bag of cement. Rough base coat to be cured for 3 days. Base coat to receive the sand faced treatment not to exceed 8mm thickness in cement mortar 1:4 and finishing the surface by taking out grains and curing for 14 days and scaffolding etc. complete. Bond coat for old and new plaster Pidicrete MPB or approved equivalent. Note- Carting away all the debris from all the levels to approved location by PMC.

Scaffolding: -

Double scaffolding having two sets of vertical supports shall be provided. The supports shall be sound and strong, tied together with horizontal pieces over which scaffolding planks shall be fixed.

Measurements:-

This item shall be measured in square meters / square feet up to 3 decimals, by measuring the projected area of surface plastered. Individual measurement shall be taken up to mm or inches. Full deductions shall be made for openings (like windows, doors etc) of any shape and size. No separate payments shall be made for preparing edges, bands, pattas, drip moulds and any other feature.



6. Internal plaster (Cement Plaster).

All stone and brick masonry shall be thoroughly wetted and raked out to a depth of at least 20 mm each and walls washed and wetted before plastering is done. Render with a mortar of 1:4 proportion for walls and 1:3 proportion for ceiling (Portland cement and fine sand) of 12 to 15 mm thickness and rough but do not beat. Float or set with a thin coat 3 mm of Portland cement and polished well immediately with a trowel or flat board.

The cement mortar to be used within 30 minutes after it leaves the mixing board or mill. Before work is started patches of plaster 150 x 150 mm. should be put on about 3 meters apart as gauges. By this means an even thickness is ensured. Cement plaster must be in even squares or stripe. Care shall be taken to keep the whole surface thoroughly wetted for at least a week. The finishing surface should be as specified and directed.

7. Marble / Granite For Platforms, Counter, Fascias, Cills Etc: -

Carefully removing the existing flooring tiles, floor finishes etc including disposal & carting away of the debris, cleaning etc and providing 18mm thk Marble & Granite with the following specifications:

Marble or Granite so selected shall be hard, sound, dense and homogenous in texture with crystalline texture as far as possible. It shall generally be uniform in color and free from any stains, cracks, decay & weathering. The material shall be got approved from the Engineer-in-charge.

Approval: -

Before starting the work the contractor shall get the samples of Marble or Granite approved by the Consultant / Client. The approved samples shall be kept in the custody of the Engineer-in-charge and the Marble or Granite supplied and used on the work shall confirm to the samples with regard to the soundness, color, veining and general texture.

Sampling: -

In any consignment all the marble slabs of the same group, size and finish shall be grouped together to constitute a lot. Sample shall be selected and tested separately for each lot for determining its conformity or otherwise to the requirements of the specifications.

Dressing of the Slabs: -

Every Marble or Granite slab shall be cut to the required size & shape, fine chisel dressed on all sides to the full depth so that a straight edge laid along the side of the shall be fully in contact with it. The top surface shall also be fine chisel dressed to remove all waviness. In case machine slab cut are used, fine chisel dressing of machine cut surface need not be done provided a straight edge laid anywhere along the machine cut surfaces is in contact with every point on it. All angles and edges of the Marble or Granite slab shall be true, square and free

from chippings and the surface shall be true and plane. The thickness of the slab shall be a minimum of 18mm as specified in the description of the item.

Laying: -

Base concrete or the RCC slab on which the slabs are to be laid shall be cleaned, watted and mopped. The bedding for the slabs shall be with cement mortar 1:4 (1 white cement: 4 coarse sand) or with lime mortar (1 lime putty: 1 surkhi : 1 coarse sand). The average thickness of the bedding mortar under the slab shall be 25 to 30mm. The slabs shall be laid in the following manner: -

Mortar of the specified mix shall be spread under the area of each slab, roughly to the average thickness. The slab shall be washed clean before laying. It shall be laid on the top, pressed, tapped with wooden mallet and brought to the level with the adjoining slabs. It shall be lifted and laid aside. The top surface of the mortar shall then be corrected by adding fresh mortar of the same matching colour at hollows. The mortar is allowed to harden a bit and cement slurry of honey like consistency shall be spread over the same. The edges of the slab already paved shall be buttered with grey or white cement or matching colour with or without admixtures of pigments to match the shade of the marble slab.

The slab to be paved shall then be lowered gently back in the position and tapped with wooden mallet till it is properly bedded in level with and close to the adjoining slabs with as fine a joint as possible. Subsequent slabs shall be laid in similar manner. After each slab has been laid, surplus cement on the surface of the slabs shall be cleaned off. The flooring shall be cured for a minimum period of seven days. The surface of the flooring as laid shall be true to levels and slopes as instructed by Consultant / Client.

Due care should be taken to match the grains of slabs which shall be selected judiciously having uniform pattern of veins / streaks or as directed.

The junction between wall plaster and floor shall be finished neatly and without waviness. Seller for anti-stain shall also be added to ensure stain free slab finish.

Polishing and Finishing: -

Slight unevenness at the meeting edges of slabs shall then be removed by fine chiseling and finished in the same manner except that cement slurry with or without pigments shall not be applied on the surface before each polishing. 18mm thk POP protective cover shall be laid on the flooring and removed as and when directed by the Engineer-in-charge.

Measurements: -

Marble or Granite works with different kinds shall be measured in square meters. No deduction shall be made nor extra paid for voids not exceeding 0.20 square meters. Nothing extra will be paid for the level differences. In case of treads and risers, nosing will be paid extra on meter run for the job executed.

8. WATERPROOFING TREATMENT

All materials used in waterproofing treatment shall be in conformity with the relevant IS Codes. For any specialized materials, the Contractor shall furnish full literature about the materials he intends to use for the approval of the **Engineer**.

TECHNICAL SPECIFICATIONS FOR INTERIOR WORKS

2. JOINERY IN WOOD WORK

The contact surface between internal frame and skinning shall be glued with approved adhesive in addition to fixing with necessary screws etc.

After preparing proper surface of skinning by sand–papering etc., the laminate or veneer shall be fixed on it with the help of approved adhesive.

Frame work for full height partition shall be rigidly fixed to the floor, walls and ceiling soffit.

The partitions height shall be measured upto bottom of false ceiling, framing members / ply going above false ceiling shall not be measured.

All joints shall be standard mortised and tenon, dowel, dovetailed or cross halved, screws, nails, etc., will be of standard iron or wire. Tenons should fit the mortises exactly.

Nailed or glued but joints will not be permitted.

Where screw heads are on a finished surface, those will be sunk.

3. TIMBER

All the wood to be used shall be properly seasoned, and shall be free from worm holes, loose or dead knots or other defects. All internal frame work shall be treated with approved wood preservative. All wood brought to the site shall be cleared, it shall not have any preservative or other coating / covering. Plywood

All plywood shall be Marine Plywood with ISI marks IS : (303)/1975. **HARDWARE** and **METALS** All the screw / bolts with nuts to be used shall have oxidized finish (unless required otherwise), of approved shape, size and quality. Fittings shall be on brass oxidized unless specified otherwise. Samples of all hardware are required to be bought approved in advance. All hardware shall be fitted with good workmanship without the surrounding edges being damaged.

4. **LAMINATE**

All laminates shall be 1mm thick EXCEPT countertops shall be 1.5 mm thick of approved make or specifies otherwise. All edges, beadings, etc. shall also be finished in laminate unless specified otherwise.

5. **FABRICATION IN METAL**

All brazing and welds are to be executed in a cleaned and smooth manner, rubbed down and finished in flat and tidiest way, particularly where exposed. GLAZIER All glass is to be approved manufacture, or as per approved quality and sample, to be of the qualities specified and free from bubbled, air holes, waviness and other defects. Glass for mirror shall be silvering quality confirming to I.S. 3458-1958 or as approved samples and quality. On completion all glass surfaces shall be cleaned inside and out, and all cracked, scratched glass / mirror shall be replaced.

6. **PAINTS and POLISHES**

All materials required for the works shall be specified and approved manufacture, delivered to the site in the manufactures containers with the seal, etc. unbroken and after use empty containers shall be stored till finally cleared by the Bank. All Iron or steel / metal surfaces shall be thoroughly scraped and rubbed down with wire brushes and shall be entirely free from rust, mill scale, etc., before applying the primary coat. Melamine polish finishes shall be properly finished, without any flow marks spots roughness, etc.

Painting work shall be of high standard, without any brush marks on the finished surface.

SAFETY CODES & INSTRUCTIONS

1. There shall be maintained in readily accessible place first aid appliance including adequate supply of sterilized dressings & cotton wool.
2. An injured person shall be taken to a public hospital without loss of time, in case where the injury necessitates hospitalization.
3. 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 one meter.
4. No floor, roof or other part of the structure shall be so overloaded with debris or materials as to render it unsafe.
5. Those engaged in welding works shall be provided with welder's protective eye-shields & gloves.
6. [a] No paint containing lead or lead products shall be used except in the form or paste or readymade paint.
[b] Suitable facemasks should be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint dry rubbed & scrapped.
7. Overalls shall be supplied by the contractor to the painters & adequate facilities shall be provided to enable the working painters to wash during the periods of cessation of work.
8. Hoisting machines & tackle used in the works, including their attachments, anchorage & supports shall be in perfect condition.
9. The ropes used in hoisting or lowering material or as a means of suspension shall be free from wear & tear & of durable quality & adequate strength & free from defects.
10. The rates quoted shall be inclusive of providing covering to the existing openings / doors / windows with temporary plywood before starting of the repair works including the removal of the same after completion of the works.
11. The rates quoted shall be inclusive of Providing Double steel / metal scaffolding having two sets of vertical supports which shall be provided. The supports shall be sound and strong, tied together with horizontal steel / metal support pieces over which scaffolding planks shall be fixed properly & secured and removal of the same after completion of the works.

12. The rates quoted shall also include the provision of Props & other necessary temporary supporting arrangements such as bracings, steel angles, plates etc, which shall be provided for the areas in the vicinity in adequate numbers as directed by the Consultants and removal of the same after completion of the works.
13. The rates shall also including the safety netting required for the work all around the buildings & structures and removal of the same after completion of the works.
14. The rates shall also include all the safety gadgets for the work-force such as Goggles, Hand-gloves, Helmets, Suspending belts & hooks, aprons, protective shoes & boots etc complete and at no point of time the work-force should be seen without the same.
15. At no pint of time, electrical wires or cables shall remain loose, suspended or without proper casing-capping or clamping. No loose tapping shall be allowed and connections shall be properly secured including necessary cables, wires etc & all the necessary precautions regarding the proper electrification shall be followed during the course of execution of all the works on site.

LIST OF RECOMMENDED MATERIALS

S. No. & Material	Approved Brand/ Manufacturers
WATERPROOF PAINT FOR EXTERNAL WALLS	a) PIDILITE b) STP LTD c) BASF d) SUNANDA CHEMICALS OR EQUIVALENT TO BE APPROVED BY BANK/ARCHITECT
EXTERIOR COATINGS	a) PIDILITE b) SUNANDA CHEMICALS c) STP LTD d) BASF OR EQUIVALENT TO BE APPROVED BY BANK/ARCHITECT
POLYURETHENE SEALANT	a) PIDILITE b) STP LTD c) BASF d) SUNANDA CHEMICALS OR EQUIVALENT TO BE APPROVED BY BANK/ARCHITECT
POLYSULPHIDE SEALANT	a) CHOKSEY CHEMICAL b) STRUCTURAL WATER PROOFING CO. c) STP LTD d) PIDILITE e) BASF OR EQUIVALENT TO BE APPROVED BY BANK/ARCHITECT
FILLER BOARDS FOR EXPANSION JOINTS	a) STP LTD OR EQUIVALENT TO BE APPROVED BY BANK/ARCHITECT
EPOXY ZINC PRIMER	a) PIDILITE b) STP LTD c) SUNANDA CHEMICALS OR EQUIVALENT TO BE APPROVED BY BANK/ARCHITECT
WATERPROOFING COMPOUND	a) PIDILITE b) STP LTD c) SUNANDA CHEMICALS d) FOSROC e) BASF OR EQUIVALENT TO BE APPROVED BY BANK/ARCHITECT
SACRIFICIAL ANODES	a) SUNANDA MAKE b) KRISHNA MAKE OR EQUIVALENT TO BE APPROVED BY BANK/ARCHITECT

SEALERS	<ul style="list-style-type: none"> a) PIDILITE b) STP LTD c) SUNANDA CHEMICALS d) FOSROC e) BASF OR EQUIVALENT TO BE APPROVED BY BANK/ARCHITECT
CRACK FILLERS	<ul style="list-style-type: none"> a) PIDILITE b) STP LTD c) SUNANDA CHEMICALS OR EQUIVALENT TO BE APPROVED BY BANK/ARCHITECT
BOND COAT	<ul style="list-style-type: none"> a) PIDILITE b) STP LTD c) SUNANDA CHEMICALS d) BASF OR EQUIVALENT TO BE APPROVED BY BANK/ARCHITECT
POLYMER MODIFIED MORTAR	<ul style="list-style-type: none"> a) PIDILITE b) STP LTD c) SUNANDA CHEMICALS OR EQUIVALENT TO BE APPROVED BY BANK/ARCHITECT
RUSTICIDE	<ul style="list-style-type: none"> a) PIDILITE b) STP LTD c) SUNANDA CHEMICALS OR EQUIVALENT TO BE APPROVED BY BANK/ARCHITECT
RUST REMOVER	<ul style="list-style-type: none"> a) STP LTD b) SUNANDA CHEMICALS c) PIDILITE OR EQUIVALENT TO BE APPROVED BY BANK/ARCHITECT
CONCRETE ADMIXTURE	<ul style="list-style-type: none"> a) PIDILITE b) STP LTD c) SUNANDA CHEMICALS OR EQUIVALENT TO BE APPROVED BY BANK/ARCHITECT
READY MIX PLASTER	<ul style="list-style-type: none"> a) STP LTD OR EQUIVALENT TO BE APPROVED BY BANK/ARCHITECT
CEMENT	<ul style="list-style-type: none"> a) ULTRATECH b) ACC c) AMBUJA d) JK OR EQUIVALENT TO BE APPROVED BY BANK/ARCHITECT
BITUMEN	<ul style="list-style-type: none"> a) INDIAN OIL b) HINDUSTAN PETROLEUM c) ASSAM OIL OR EQUIVALENT TO BE

	APPROVED BY BANK/ARCHITECT
PVC STRIPS, PVC NOSING, PVC WATER STOPS, PVC HAND RAIL	a) FIXOPAN BY FIXOPAN ENGINEERS PVT. LTD. b) CALIPLAST c) WAVIN OR EQUIVALENT TO BE APPROVED BY BANK/ARCHITECT
PLATE COLLECTOR	a) BUNT SOLAR b) TATA c) EMMVEE OR AS PER APPROVED EQUIVALENT
WHITE PORTLAND CEMENT	a) BIRLA WHITE, b) JK WHITE OR EQUIVALENT TO BE APPROVED BY BANK/ARCHITECT
DISTEMPER	a) JENSON AND NICOLSON b) BERGER PAINTS c) ICI d) ASIAN PAINT e) SHALIMAR OR EQUIVALENT TO BE APPROVED BY BANK/ARCHITECT
SYNTHETIC ENAMEL PAINT	a) JENSON AND NICOLSON b) BERGER PAINTS c) ICI d) ASIAN PAINT e) SHALIMAR f) NEROLAC OR EQUIVALENT TO BE APPROVED BY BANK/ARCHITECT
FLEXIBLE BUTYL RUBBER TAPE	a) BASF OR EQUIVALENT TO BE APPROVED BY BANK/ARCHITECT
MARBLE CHIPS	a) CHHOTA UDAIPUR b) NATHDWARA OR EQUIVALENT TO BE APPROVED BY BANK/ARCHITECT
TERRAZZO TILES	a) NITCO b) MODERN c) GEM OR EQUIVALENT TO BE APPROVED BY BANK/ARCHITECT
CERAMIC TILES	a) KAJARIA b) H & R JOHNSON c) BELL CERAMIC OR EQUIVALENT TO BE APPROVED BY BANK/ARCHITECT
FACTORY MADE FLUSH DOOR SHUTTERS	a) KITPLY INDUSTRIES LTD. b) JWALA

	c) CENTURY OR EQUIVALENT TO BE APPROVED BY BANK/ARCHITECT
EXPANSION BOLT	a) HILTI b) FISHER OR EQUIVALENT TO BE APPROVED BY BANK/ARCHITECT
GLAZING SEALANT	a) DOW CORNING b) GE SEALANT OR EQUIVALENT TO BE APPROVED BY BANK/ARCHITECT
NOVAPAN ALUMINIUM FLUSH DOOR	a) AGV ALUMINIUM PVT. LTD. b) SHIVALCO OR EQUIVALENT TO BE APPROVED BY BANK/ARCHITECT
PRESS STEEL DOOR FRAME	a) PRESS METAL CORPORATION b) SATJI ENGG. INDUSTRIES c) ANDNA OR EQUIVALENT TO BE APPROVED BY BANK/ARCHITECT
POLYCARBONATE SKYLIGHT	a) COXWELL DOMES b) HINDUSTAN ALCOX LTD. c) LEXUS OR EQUIVALENT TO BE APPROVED BY BANK/ARCHITECT
RCC HUME PIPE	a) INDIAN HUME PIPE b) JAIN HUME PIPE OR EQUIVALENT TO BE APPROVED BY BANK/ARCHITECT
WELDING ELECTRODE	a) ADVANI OERLIKON OR EQUIVALENT TO BE APPROVED BY BANK/ARCHITECT
WELDED MESH	a) SHAKTI WELD MESH b) IRC c) MULTIWELD WIRE CO. OR EQUIVALENT TO BE APPROVED BY BANK/ARCHITECT
PUTTY	a) SHALIMAR b) ASIAN PAINT c) SNOCEM INDIA LTD. d) BERGER PAINTS OR EQUIVALENT TO BE APPROVED BY BANK/ARCHITECT
BRASS/POWDER COATED HARDWARE	a) ERLBEHARI b) PARMAR c) PALLADIUM d) HETCHIT e) DORMA OR EQUIVALENT TO BE APPROVED BY BANK/ARCHITECT
STAINLESS STEEL	a) SALEM STAINLESS STEEL (SAIL) OR EQUIVALENT TO BE APPROVED BY BANK/ARCHITECT

ROLLING SHUTTERS	a) DIANA b) RAMA c) SARTAJ OR EQUIVALENT TO BE APPROVED BY BANK/ARCHITECT
POTTERY TILES	a) RAJA b) SWASTIC OR EQUIVALENT TO BE APPROVED BY BANK/ARCHITECT
SILICONE	a) NISIWA b) COATSIL c) PERMACOTE OR EQUIVALENT TO BE APPROVED BY BANK/ARCHITECT
ALUMINIUM ALLOY EXTRUDED SECTION	a) INDAL b) JINDAL c) HINDALCO OR EQUIVALENT TO BE APPROVED BY BANK/ARCHITECT
FLOAT GLASS	a) MODI GUARD b) INDO ASAHI c) TATA FLOAT d) SAINT GOBIN OR EQUIVALENT TO BE APPROVED BY BANK/ARCHITECT
ALUMINIUM DOORS, WINDWS, VENTILATORS, FIXED GLAZING	a) ALKARMA b) AJIT INDIA c) NAIR ARKIMETRALS d) SHIVALCO OR EQUIVALENT TO BE APPROVED BY BANK/ARCHITECT
IMPREGANATED FIBRE BOARD	a) SHALITEX BY SHALIMAR TAR PRODUCTS OR EQUIVALENT TO BE APPROVED BY BANK/ARCHITECT
UPVC PIPES AND FITTINGS, PVC FITTINGS AND FRAMES	a) LAKSHMI b) SUPREME c) PRICE d) PRAKASH e) PRAYAG f) POLYMERS g) FINOLEX OR EQUIVALENT TO BE APPROVED BY BANK/ARCHITECT
MILD STEEL PIPES, PLATES, CHEQUERRED PLATE, BEAMS, STRIPS ETC.	a) TISCO b) SAIL c) RASHTRIA ISPAT OR EQUIVALENT TO BE APPROVED BY BANK/ARCHITECT
RESIN BASED ADHESIVE	a) FEVICOL

	b) VAMICOL OR EQUIVALENT TO BE APPROVED BY BANK/ARCHITECT
NON-METALIC MINERAL BASED FLOOR HARDENER	a) "DRYSHAKE" BY MC BRAUCHMIE b) FOSROC c) SUNANDA CHEMICALS OR EQUIVALENT TO BE APPROVED BY BANK/ARCHITECT
SELF ADHESIVE MEMBRANE	a) STP LTD OR EQUIVALENT TO BE APPROVED BY BANK/ARCHITECT
LIME	a) SATANA LIME WORKS OR EQUIVALENT TO BE APPROVED BY BANK/ARCHITECT
SBR POLYMER	a) SUNANDA CHEMICALS PVT LTD, b) ROFFE, c) FOSROC, d) DR. FIXIT OR EQUIVALENT TO BE APPROVED BY BANK/ARCHITECT
GROUTING ADDITIVE, COMPOUND	a) SUNANDA CHEMICALS PVT LTD, b) ROFFE, c) FOSROC, d) DR. FIXIT OR EQUIVALENT TO BE APPROVED BY BANK/ARCHITECT
SUPERFLUID MICRO CONCRETE	a) SUNANDA CHEMICALS PVT LTD, b) ROFFE, c) FOSROC, d) DR. FIXIT OR EQUIVALENT TO BE APPROVED BY BANK/ARCHITECT
TILE JOINT FILLER	a) SUNANDA CHEMICALS PVT LTD, b) ROFFE, c) FOSROC, d) DR. FIXIT OR EQUIVALENT TO BE APPROVED BY BANK/ARCHITECT
PLYWOOD B.W.R.	a) KIT PLY-GOLD, b) GRADE PHENOL BONDED GREEN PLY, c) SAMRAT PLY d) CENTURY, e) MAYUR, f) UNIPLY, g) DURIAN. OR EQUIVALENT TO BE APPROVED BY BANK/ARCHITECT
PARTICLE BOARD	a) BAJAJ BOARD, b) EURO BOARD, (EXTERIOR GRADEASIS INDUSTRIES, ACTION TESA ECO

	FRIENDLY, WOOD FREE) OR EQUIVALENT TO BE APPROVED BY BANK/ARCHITECT
ENEERS (NATURAL)	a) DURIAN, b) CENTURY, c) SAMRAT, d) MAYUR (4 MM THK) OR EQUIVALENT TO BE APPROVED BY BANK/ARCHITECT
LAMINATES	a) SILICON, b) SUNMICA, c) DURIAN, d) GREENLAM (STANDARD COLOUR SCHEME) OR EQUIVALENT TO BE APPROVED BY BANK/ARCHITECT
HARDWARE	a) GODREJ, b) KICH OR EQUIVALENT TO BE APPROVED BY BANK/ARCHITECT
ADHESIVE FOR WOOD- FEVICOL FOR STAINLESS STEEL, BRASS	a) GLASS - CIBA'S ARALDITE. OR EQUIVALENT TO BE APPROVED BY BANK/ARCHITECT
DOOR CLOSERS /& FLOOR SPRING	a) DORMA, b) GODREJ, c) HEMCO, d) HARDWYN OR EQUIVALENT TO BE APPROVED BY BANK/ARCHITECT
SOFT BOARD	a) ANIL HARD BOARD CO. OR EQUIVALENT TO BE APPROVED BY BANK/ARCHITECT
LOCKS	a) GODREJ OR EQUIVALENT TO BE APPROVED BY BANK/ARCHITECT
WOOD PRESERVATIVES	a) ASIAN, b) BISON-BRITISH PAINTS OR EQUIVALENT APPROVED BY ARCHITECT
RUBBER FOAM	a) MM RUBBER FOAM OR EQUIVALENT TO BE APPROVED BY BANK/ARCHITECT
POLYURATHENE FOAM	a) U-FOAM OR EQUIVALENT TO BE APPROVED BY BANK/ARCHITECT
PEST CONTROL	a) PCI, b) GODREJ OR EQUIVALENT TO BE APPROVED BY BANK/ARCHITECT
GLASS / GLAZING & STRUCTURAL GLAZING	a) GLAVERBELL / SAINT GOBAIN, b) PILKINGTON, c) ASAHI OR EQUIVALENT TO BE APPROVED BY BANK/ARCHITECT

PVC FLOORING	a) PREMIER VINYL, b) KRISHNA VINYL OR EQUIVALENT TO BE APPROVED BY BANK/ARCHITECT
GYPSUM BOARD	a) INDIA GYPSUM LTD OR EQUIVALENT TO BE APPROVED BY BANK/ARCHITECT
MINERAL FIBRE CEILING	a) ARMSTRONG, b) AMF – EXCLUSIVE RANGE OR EQUIVALENT TO BE APPROVED BY BANK/ARCHITECT
VENETIAN BLINDS & ROLLER BLINDS	a) HUNTER DOUGLAS, b) VISTA, c) MAC OR EQUIVALENT TO BE APPROVED BY BANK/ARCHITECT
SLIDING CHANNELS	a) EARL BIHARI OR EQUIVALENT TO BE APPROVED BY BANK/ARCHITECT
CHAIR	a) DESIGN PLUS, b) DURIAN, c) BLUE MANGO, d) EUROTECH, e) FEATHERLITE OR EQUIVALENT TO BE APPROVED BY BANK/ARCHITECT
TILE ADHESIVES	a) SUNANDA CHEMICALS, b) PIDILITE, c) ROFF OR EQUIVALENT TO BE APPROVED BY BANK/ARCHITECT
CERAMIC & VITRIFIED TILES	a) RAK, b) EURO, c) JOHNSON, d) KAJARIA OR EQUIVALENT TO BE APPROVED BY BANK/ARCHITECT
PLUMBING FIXTURES	a) JAGUAR, b) MARCO OR EQUIVALENT TO BE APPROVED BY BANK/ARCHITECT
SANITARY FIXTURES	a) AMERICAN STANDARDS, b) ROCA, c) PARRYWARE OR EQUIVALENT TO BE APPROVED BY BANK/ARCHITECT
STRUCTURAL STEELS	a) TATA STEEL, b) SAIL OR EQUIVALENT TO BE APPROVED BY BANK/ARCHITECT
ALUMINIUM SECTIONS	a) JINDAL OR INDAL OR EQUIVALENT TO BE APPROVED BY BANK/ARCHITECT

ACP	a) ALCOBOND, b) DURABUILD, c) ALSTRONG, d) EUROBOND OR EQUIVALENT TO BE APPROVED BY BANK/ARCHITECT
SPECIAL FITTINGS	a) DORMA / KICH OR EQUIVALENT TO BE APPROVED BY BANK/ARCHITECT
ALL REPAIR WORK/ CONSTRUCTION CHEMICALS	a) SUNANDA SPECIALTY COATINGS PVT LTD OR EQUIVALENT TO BE APPROVED BY BANK/ARCHITECT
FIRE DOORS	a) GODREJ, b) ROYALE TOUCH OR EQUIVALENT TO BE APPROVED BY BANK/ARCHITECT
BISON BOARD	a) BISON OR EQUIVALENT TO BE APPROVED BY BANK/ARCHITECT
CALCIUM SILICATE BOARD	a) HILUX, b) PROMATEC OR EQUIVALENT TO BE APPROVED BY BANK/ARCHITECT
SUN CONTROL FILM & REFLECTIVE FILMS	a) LLUMAR, 3M OR EQUIVALENT TO BE APPROVED BY BANK/ARCHITECT
REINFORCEMENT STEEL / STRUCTURAL STEEL	a) TATA, b) SAIL OR EQUIVALENT TO BE APPROVED BY BANK/ARCHITECT
GLAZING SEALANTS	a) DOW CORNING, b) GE SEALANT OR EQUIVALENT TO BE APPROVED BY BANK/ARCHITECT
SS RAILING	a) KITCH OR EQUIVALENT TO BE APPROVED BY BANK/ARCHITECT
SANITARY ASSESSORIES	a) KIMBERLY CLARK OR EQUIVALENT TO BE APPROVED BY BANK/ARCHITECT
CHEMICAL USED FOR ANTI-TERMITE TREATMENT CHLORPYERIPHOS 20%EC	a) NOCIL (DURSBAN TC), b) LUPIN (CLASSIC 20) c) MONTARI INDUSTRIES (PYRAMID) OR EQUIVALENT TO BE APPROVED BY BANK/ARCHITECT
MASTIC COMPOUND	a) TARPLASTIC OF SHALIMAR TAR PRODUCTS OR EQUIVALENT TO BE APPROVED BY BANK/ARCHITECT
NAHANI TRAPS	a) NECO, b) REIKO, c) CIECO OR EQUIVALENT TO BE APPROVED BY BANK/ARCHITECT

A.C.PIPES	a) SWASTIC b) GURU OR EQUIVALENT TO BE APPROVED BY BANK/ARCHITECT
G.I.PIPES	a) ITC MAKE, b) ISI MARKED OR EQUIVALENT TO BE APPROVED BY BANK/ARCHITECT
PVC FLUSH TANK	a) COMMANDER, b) PRINCE OR EQUIVALENT TO BE APPROVED BY BANK/ARCHITECT
C.I.PIPES	a) NECO, b) BIS OR EQUIVALENT TO BE APPROVED BY BANK/ARCHITECT
SWITCHES, SWITCH FUSES, PLUGS, HOLDERS, SOCKETS AND ALL OTHER ELECTRICAL FIXTURES	a) ANCHOR OR EQUIVALENT TO BE APPROVED BY BANK/ARCHITECT
STEEL FIBER REINFORCED CONCRETE MANHOLE COVERS	a) PRATIBHA INDUSTRIES OR EQUIVALENT TO BE APPROVED BY BANK/ARCHITECT
MICRO SILICA	a) ELKEM MATERIALS OR EQUIVALENT TO BE APPROVED BY BANK/ARCHITECT

NOTE:-

- 1. The contractor shall produce samples before procurement of the material for approval of the Employer for all materials required for works. Samples can be submitted from any of the above makes and they shall conform to specifications. Samples as approved by the Employer shall only be used on the works and the decisions of the Employer regarding sample shall be final.**
- 2. In respect of materials for which approved makes are not specified as above, the same shall be decided by Employer and shall be as per sample got approved from Employer before procurement.**
- 3. The contractor shall submit samples of all materials three months before the date of work for approval from the Employer.**

4.