



TENDER ID: MUM201903013

DATE: 18.03.2019

SBI INFRA MANAGEMENT SOLUTIONS PVT.LTD.

**CIRCLE OFFICE, THIRD FLOOR, STATE BANK OF INDIA, SYNERGY BUILDING, C-6,
G-BLOCK, BANDRA KURLA COMPLEX, BANDRA EAST, MUMBAI-400051
PH. NO. 022-26445665**

PART – A : TECHNICAL BID

TENDER FOR:

PROPOSED CIVIL WORK FOR ACHALPUR BRANCH

TENDER SUBMITTED BY :

NAME : _____
ADDRESS : _____

DATE : _____

TENDER INVITED BY:

Vice President & Circle Head, SBI Infra Management Solutions Pvt. Ltd; 3rd floor, Circle Office, State Bank of India, Synergy building, C-6, G-Block, Bandra -Kurla complex, Bandra East, Mumbai-400051.

ARCHITECT :

M/S Ashfaque Ahmed Consultancy Services Pvt. Ltd.

289 New Colony, Sadar , Nagpur - 440001

TEL: 0712-2595752, 0712-2583349,9823054655, E-MAIL: craftteam9@yahoo.co.in

Ashfaque Ahmed Consultancy Services

Private Limited

Signature & Seal of Contractor



NOTICE INVITING TENDERS

SBIIMS on behalf of SBI through its Architect **M/s. Ashfaque Ahmed Consultancy Services Private Limited**, invites "online rate E-tender" from the SBIIMS Empanelled contractors under appropriate category for the captioned work.

The SBIIMS Empaneled contractors are only entitled to quote for this tender.

The details of tender are as under:

S.No.	Description	
1	Name of work	PROPOSED CIVIL WORK FOR ACHALPUR BRANCH,
2	Nature of Work	Civil Work
3	Time allowed for completion	3 (Three) Months
4	Cost of Tender Documents	Rs. 1,500/- (Rs. One Thousand fivehundred Only) to be paid through State Bank Collect ONLY as detailed under; 1) login https://www.onlinesbi.com 2) Select SB Collect from Top Menu, click the check box and "Proceed" 3) Select "All India" in "State of Corporate/Institution" & Select "Commercial Services" in "Type of Corporate/Institution" then "Go" 4) Select "SBI Infra Management Solutions Pvt.Ltd" in Commercial Services Name and "Submit" 5) Select "Tender Application Fee" in "Payment Category" and enter the "Tender ID" exactly as given in first page top of this tender (characters in uppercase Only). 6) Fill up all fields such as email, GST No., Mobile No, Vendor/Firm Name etc and make payment. 7) Enclose payment receipt having unique reference No. along with EMD.
5	Earnest Money Deposit	Rs. 12000/- (Rs. Twelve thousands only) by means of Demand Draft /Pay Order (Valid for a period of 90 Days from the last date of submission of the tender) from any scheduled Nationalized Bank drawn in favour of SBI Infra Management Solutions Pvt. Ltd. And payable in Mumbai.
6	Initial Security Deposit	2% of contract amount including EMD
7	Date of issue of tender documents from Bank's website	18.03.2019 to 02.04.2019 www.sbi.co.in under <Link>procurement news.
8	Last date & time for submission of Technical bid, EMD and cost of tender document	02.04.2019 by 3.00 PM
9	Address at which Technical	SBI Infra Management Solutions Pvt. Ltd; State Bank of

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	Bid(hard copy) alongwithEMD& Cost of Tender document has to be submitted.	India Zonal (Administrative) Office, Second Floor, Premises Department, Kings Way, S V Patel Marg, Nagpur 440001
10	Last date & time for submission of online pricebid.	04.04.2019 at 3.00 PM At: - https://tenderwizard.com/
11	Last date & time for openingof online price bid.	04.04.2019 at 3.00 PM At: - https://tenderwizard.com/
12	Place of opening tenders	SBI Infra Management Solutions Pvt. Ltd; State Bank of India Zonal (Administrative) Office, Second Floor, Premises Department, Kings Way, S V Patel Marg, Nagpur 440001
13	Liquidated Damages	0.50% of contract amount per weeks subject to max. 5% of contract value or final bill value.
14	Defects liability period	12 Months from the date of Virtual Completion
15	Validity of offer	90 days from the date of opening of Price-bid
16	Value of Interim Certificate	Rs. 4 Lakhs No advance on materials / plant / machinery or mobilization advance shall be paidunder any circumstances

17. Tenders can be downloaded from the bank's website www.sbi.co.in (link)<Procurement News>.It shall be responsibility of the contractor to arrange and ensure thatall pages of technical and financial bid are properly bound separately. Tenders in loosepages may be disqualified.

18. The contractor shall sign and stamp each page of the tender document therebyensuring the number and sequence of all pages.

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

20. The bidding contractor shall possess valid A-class electrical license and should submit the same along with technical bid failing which their tender is liable for disqualification.

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

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

23. 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.

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

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Yours Faithfully,

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

FORM OF TENDER

To,
**Vice President & Circle Head,
SBI Infra Management Solutions Pvt. Ltd; 3rd floor, Circle Office,
State Bank of India, Synergybuilding, C-6, G-Block,
Bandra -Kurla complex, Bandra East, Mumbai-400051.**

Dear Sir,

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

MEMORANDUM

Description of work	PROPOSED CIVIL WORK FOR ACHALPUR BRANCH,
Earnest Money	Rs. 12000/- (Rs. Twelvethousands only) by means of Demand Draft / Pay Order from any scheduled Nationalized Bank drawn in favour of SBI Infra Management Solutions Pvt. Ltd. and payable in Mumbai.
Percentage, if any, to be deducted from Bills and total amount to be retained	10 % from Running Bills, subject to maximum Total 5% of contract amount or actual Final Bill value including EMD & Initial Security Deposit.
Time allowed for completion of the Works from fourteenth day after the date of written order or date of handing over of the site (whichever is later) to commence the work	3 (Three) Months

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I / We have deposited a sum of **Rs. 12000/- (Rs. Twelve thousands only)** of the total tender amount as Earnest Money with the SBI Infra Management Solutions Pvt. Ltd. which amount is not to bear any interest. Should I / We fail to execute the Contract when called upon to do so I / We do hereby agree that this sum shall be forfeited by me/us to SBI Infra Management Solutions Pvt. Ltd.

Our Bankers are:

i)

ii)

The names of partners of our firm are:

i)

ii)

Name of the partner of the firm

Authorised to sign

Or

(Name of person having Power of Attorney to sign the Contract.

(Certified true copy of the Power of Attorney should be attached)

Yours faithfully,

Signature of Contractors.

Signature and addresses of Witnesses

i)

ii)

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SAMPLE BUSINESS RULE DOCUMENT

ONLINE E-TENDERING FOR **PROPOSED CIVIL WORK FOR ACHALPUR BRANCH,**

(A) Business rules for E-tendering:

1. Only empanelled contractors with SBIIMS PVT. LTD. under appropriate category who are invited by the project Architect/SBIIMS shall only be eligible to participate.
2. SBIIMS PVT.LTD. will engage the services of an E-tendering service provider who will provide necessary training and assistance before commencement of online bidding on Internet.
3. In case of e-tendering, SBIIMS will inform the vendor in writing, the details of service provider to enable them to contact and get trained.
4. Business rules like event date, closing and opening time etc. also will be communicated through service provider for compliance.
5. Contractors have to send by email, the compliance form in the prescribed format(provided by service provider), before start of E-tendering. Without this the vendor will not be eligible to participate in the event.
6. The Contractors will be required to submit the various documents in sealedEnvelope to the office of SBI Infra Solutions Pvt Ltd.at the address mentioned hereinbefore by the stipulated date i.e. (1) Hard Copy of Technical Bid duly signedand stamped on each page (2) Demand Draft of specified amount of EMD (3)Demand Draft of Cost of Tender documents (4) Certified copy of A-Class Electrical License). Contractors not submitting any one or more documents shall not beeligible to participate in the on line price bidding.
7. E-tendering will be conducted on schedule date & time.
8. **The e-tendering will be treated as closed only when the bidding process getsclosed in all respects for the item listed in the tender.**

(B) Terms & conditions of E-tendering:

SBIIMS PVT. LTD. shall finalize the Tender through e-tendering moderator which **M/s.Antares Systems Limited.** has been engaged by SBIIMS an authorized service provider.Please go through the guidelines given below and submit your acceptance to the samealong with your Commercial Bid.

1. E-tendering shall be conducted by SBIIMS through **M/s. Antares SystemsLimited.**, on pre-specified date. While the Contractors shall be quoting from their own offices/ place of their choice, Internet connectivity and other paraphernalia requirements shall have to be ensured by Contractors themselves. In the event offailure of their Internet connectivity, (due to any reason whatsoever it may be)SBIIMS shall not be held responsible & no-further request by the bidder/ tenderershall be entitled. In order to ward-off such contingent situation bidders are requested to make all the necessary arrangements/ alternatives such as back-uppower

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supply whatever required so that they are able to circumvent such situation and still be able to participate in the E-tendering successfully. Failure of power at the premises of Contractors during the E-tendering cannot be the cause for not participating in the E-tendering. On account of this the time for the E-tendering cannot be extended and SBIIMS Pvt. Ltd. is not responsible for such eventualities.

2. M/s. Antares Systems Limited., shall arrange to train your nominated person(s), without any cost to you. They shall also explain you all the Rules related to the E - tendering. You are required to give your compliance on it before start of bid process.
3. BIDDING CURRENCY AND UNIT OF MEASUREMENT: Bidding will be conducted in Indian currency & Unit of Measurement will be displayed in Online E-tendering.
4. BID PRICE: The Bidder has to quote the rate as per the Tender Document provided by SBIIMS Pvt. Ltd. their appointed Architects.
5. VALIDITY OF BIDS: The Bid price shall be firm for a period specified in the tender document and shall not be subjected to any change whatsoever.

1. Procedure of E-tendering:

i. **Online E-tendering :**

- (a) The hard copy of the Technical as well as Price Bid Document are available on the Bank's website during the period specified in the Notice Inviting Tender (NIT).
 - (b) Online e-tendering is open to the empanelled bidders who receive NIT from the Architect and qualified for participating in the price bidding as, provisions mentioned hereinabove through SBIIMS approved Service Provider.
 - (c) The Price-Bid shall be made available online by the Service Provider wherein the contractors will be required to fill-in their Item-wise rates for each item.
 - (d) The Contractors are advised not to wait till the last minute to submit their online item-wise quoting the price bid to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.
 - (e) It is mandatory to all the bidders participating in the price bid to quote their rates for each and every item.
 - (f) In case, contractor fails to quote their rates for any one or more tender items, their tender shall be treated as **"Incomplete Tender"** and shall be liable for rejection.
7. LOG IN NAME & PASSWORD: Each Bidder is assigned a Unique User Name & Password by M/s. Antares Systems Limited. The Bidders are requested to change the Password after the receipt of initial Password from M/s. Antares Systems Limited. All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.
 8. BIDS PLACED BY BIDDER: Bids will be taken as an offer to execute the work as specified. Bids once made, cannot be cancelled / withdrawn and the Bidder shall be bound to execute the work at the quoted bid price. In case the L-1 Bidder backs out or fails to complete the work as per the rates quoted, SBIIMS shall at liberty to take action as deemed necessary including depaneling such Contractors and forfeiting their EMD.
 9. At the end of the E-tendering, SBIIMS Pvt. Ltd. will decide upon the winner. SBIIMS Pvt. Ltd. decision on award of Contract shall be final and binding on all the Bidders.

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10. SBIIMS shall be at liberty to cancel the E-tendering process / tender at any time, before ordering, without assigning any reason.
11. SBIIMS shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.
12. Other terms and conditions shall be as per your techno-commercial offers and other correspondences till date.
13. OTHER TERMS & CONDITIONS:

The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other suppliers / bidders.

The Bidder shall not divulge either his Bids or any other exclusive details of SBIIMS Pvt. Ltd. to any other party.

SBIIMS Pvt. Ltd. decision on award of Contract shall be final and binding on all the Bidders. SBIIMS Pvt. Ltd. reserve their rights to extend, reschedule or cancel any E-tendering within its sole discretion.

SBIIMS or its authorized service provider M/s. Antares Systems Limited shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.

SBIIMS or its authorized service provider M/s. Antares Systems Limited is not responsible for any damages, including damages that result from, but are not limited to negligence.

SBIIMS or its authorized service M/s. Antares Systems Limited 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.B.

All the Bidders are required to submit the Process Compliance Statement (Annexure II) duly signed to M/s. Antares Systems Limited.

All the bidders are requested to ensure that they have a valid digital signature certificate well in advance to participate in the online event.



PROCESS COMPLIANCE STATEMENT (ANNEXURE II)

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

To,
M/s. Antares Systems Limited,
24, 3rd Stage, 4th Block,
Basaveshwaranagar, Bangalore- 560 079.
Tel: 080-4935 2000. Mobile no. 7980042472
Email: manojkumar.d@antaressystems.com

AGREEMENT TO THE PROCESS RELATED TERMS AND CONDITIONS FOR THE ONLINE ETENDERING FOR **PROPOSED CIVIL WORK FOR ACHAPUR BRANCH.**

Dear Sir,

This has reference to the Terms & Conditions for the E-tendering mentioned in the Tender Document

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 E-tendering as mentioned in RFP of SBIIMS Pvt. Ltd. as well as this document and confirm our agreement to them.
3. We also confirm that we have taken the training on the E-tendering tool and have understood the functionality of the same thoroughly.
4. We confirm that SBIIMS Pvt. Ltd. and M/s. E-tendering Technologies Ltd. Limited shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-E-tendering platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before ordering the E-tendering event.
5. We confirm that we have a valid digital signature certificate issued by a valid Certifying Authority.
6. We, hereby confirm that we will honor the Bids placed by us during the E-tendering process.

With regards,

Date:

Signature with company seal

Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

Scan it and send to this Document on -----

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ARTICLES OF AGREEMENT

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

ARTICLES OF AGREEMENT made the _____ date of _____ between SBIIMS PVT.LTD., on behalf of SBI, having its office at Mumbai hereinafter called "the Service Provider" of the One Part and _____ WHEREAS the SBIIMS PVT.LTD. is desirous of _____

_____ and has caused drawings and specifications describing the work to be done to be prepared by **M/s Ashfaque Ahmed Consultancy Services Private Limited.**, its Architects. AND WHEREAS the said Drawings numbered _____ to _____ inclusive, the Specifications and the Schedule of Quantities have been signed by or on behalf of the parties hereto.

AND WHEREAS the Contractor has agreed to execute upon and subject to the Conditions set forth herein and to the Conditions set forth herein in the Special Conditions and in the Schedule of Quantities and Conditions of Contract (all of which are collectively hereinafter referred to as "the said conditions") the works shown upon the said Drawings and / or described in the said Specifications and included in the Schedule of Quantities at their respective rates therein set forth amounting to the sum as therein arrived at or such other sum as shall become payable there under (hereinafter referred to as "the said Contract Amount.")

NOW IT IS HEREBY AGREED AS FOLLOWS:

- 1) In consideration of the said Contract Amount to be paid at the times and in the manner set forth in the said Conditions, the Contractor shall upon and subject to the said Conditions execute and complete the work shown upon the said Drawings and described in the said Specifications and the priced Schedule of Quantities.
- 2) The Employer shall pay to the Contractor the said Contract Amount, or such other sum as shall become payable, at the times and in the manner specified in the said Conditions.

The term "the Architects" in the said Conditions shall mean the said **M/s. Ashfaque Ahmed Consultancy Services Private Limited.**

- 3) , or in the event of their ceasing to be the Architects for the purpose of this Contract for whatever reason, such other person or persons as shall be nominated for that purpose by the Employer, not being a person to whom the Contractor shall object for reasons considered to be sufficient by the Employer, PROVIDED ALWAYS that no person or persons subsequently appointed to be Architects under this Contract shall be entitled to disregard or overrule any previous decisions or approval or direction given or expressed in writing by the outgoing Architects for the time being.
- 4) The said Conditions and Appendix thereto shall be read and construed as forming part of this Agreement, and the parties hereto shall respectively abide by and submit themselves to the said Conditions and perform the Agreements on their part respectively in the said Conditions contained.
- 5) The Plans, Agreements and Documents mentioned herein shall form the basis of this Contract.

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- 6) This Contract is neither a fixed lump-sum contract nor a piece work contract but a contract to carry out the work in respect of the entire building complex to be paid for according to actual measured quantities at the rates contained in the Schedule of Quantities and Rates or as provided in the said Conditions.
- 7) The Contractor shall afford every reasonable facility for the carrying out of all works relating to civil works, installation of lifts, Telephone, electrical installations, fittings air-conditioning and other ancillary works in the manner laid down in the said Conditions, and shall make good any damages done to walls, floors, etc. after the completion of his work.
- 8) The SBIIMS Pvt. Ltd. reserves to itself the right of altering the drawings and nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this Contract.
- 9) Time shall be considered as the essence of this Contract and the Contractor hereby agrees to commence the work soon after the Site is handed over to him or from 14th day after the date of issue of formal work order as provided for in the said Conditions whichever is later and to complete the entire work within **3 (Three) Months** subject to nevertheless the provisions for extension of time.
- 10) All payments by the SBI under this Contract will be made only at Mumbai.
- 11) All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen at Mumbai and only the Courts in Mumbai shall have jurisdiction to determine the same.
- 12) That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor.
- 13) IN WITNESS WHEREOF THE SBIIMS PVT. LTD. and the Contractor have set the irrelative hands to these presents and two duplicates hereof the day and year first hereinabove written.

SIGNATURE CLAUSE

SIGNED AND DELIVERED by the

(Employer)

By the hand of Shri _____

(Name and Designation) (Signature of Employer)

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

(Witness)

SIGNED AND DELIVERED by the

**Ashfaque Ahmed Consultancy Services
Private Limited**

Signature & Seal of Contractor



_____ by the
(Contractor)

(Signature of Contractors)

in the presence of :
Shri / Smt. _____

(Signature of Witness)

Address _____

(Witness)

SECTION – 1

INSTRUCTIONS TO THE TENDERERS :

1.0 Scope of work

Sealed Tenders are invited by **M/s. Ashfaque Ahmed Consultancy Services**

Private Limited, for & on behalf of SBIIMS PVT.LTD. for **PROPOSED CIVIL WORK FOR ACHALPUR BRANCH,**

The proposed work is to be carried out on site at **ACHALPUR BRANCH,**

2.0 Tender documents

- 2.1 The work has to be carried out strictly according to the conditions stipulated in the tender consisting of the following documents and the most workmen like manner.

Instructions to tenderers

General conditions of Contract

Special conditions of Contract

Additional specifications

Drawings

Priced Bid A

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

a) Price Bid

b) Additional Specifications

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- c) Technical specifications
- d) Drawings
- e) Special conditions of contract
- f) General conditions of contract
- g) Instructions to Tenderers

2.3 Complete set of tender documents including relative drawings can be downloaded from the website www.sbi.co.in

2.4 The tender documents are not transferable.

3.0 Site Visit

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

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

4.0 Earnest Money

4.1 The tenderers are requested to submit the Earnest Money of **Rs. 12000/- (Rs. Twelve thousands only)** by means of Demand Draft / PayOrder (Valid for a period of 180 Days from the last date of submission of the tender) from any scheduled Nationalized Bank drawn in favour of **SBI InfraManagement Solutions Pvt. Ltd. and payable in Mumbai.**

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

4.3 No interest will be paid on the EMD.

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

4.5 EMD of successful tenderer will be retained as a part of security deposit.

5.0 Initial / Security Deposit

The successful tenderer will have to submit a sum equivalent to 2% of accepted tender value less EMD by means of DD drawn in favour of SBIIMS Pvt. Ltd. Within a period of 15 days of acceptance of tender.

6.0 Security Deposit

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- 6.1 Total security deposit shall be 5% of contract value. Out of this 2% of contract value is in the form of Initial Security Deposit (ISD) which includes the EMD. Balance 3% shall be deducted from the running account bill of the work at the rate of 10% of the respective running account bill i.e., deduction from each running bill account will be @10% till Total Security Deposit (TSD) including ISD reaches to 5% of contract value. The 50% of the Total Security Deposit shall be paid to the contract on the basis of architect's certifying the virtual completion. The balance 50% would be paid to the contractors after the defects liability period as specified in the contract.

6.2 Additional Security Deposit

In case L-1 bidder quotes abnormally low rates (i.e. 10% or more, below estimated project cost), the bank may ask such bidder to deposit additional security deposit (ASD) equivalent to difference of estimated cost vis-à-vis L-1 quoted amount for due fulfillment of contract. Such ASD could be in the form of FDR / Bank's guarantee in the Bank's name as per format approved by the Bank. On successful completion of work ASD will be returned to the contractor. In case contractor fails to complete the work in time or as per tender specification or leave the job incomplete, the bank will be at liberty to recover the dues from ASD or to forfeit such ASD as the case may be within its sole discretion.

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

7.0 Signing of contract Documents

The successful tenderer shall be bound to implement the contract by signing an agreement and conditions of contract attached herewith within 30 days from the receipt of intimation of acceptance of the tender by the Bank. However, the written acceptance of the tenders by the Bank will constitute a binding agreement between the Bank and successful tenderer whether such formal agreement is subsequently entered into or not.

8.0 Completion Period

Time is essence of the contract. The work should be completed in all respect accordance with the terms of contract within a period of **3 (Three) Months** from the date of award of work.

9.0 Validity of tender

Tenders shall remain valid and open for acceptance for a period of 90 days from the date of opening price bid. If the tenderer withdraws his/her offer during the value period or makes modifications in his/her original offer which are not acceptable to Bank without prejudice to any other right or remedy the Bank shall be at liberty to forfeit the EMD.

10.0 Liquidated Damages

The liquidated damages in case of breach of any terms of this RFP & delay in completion of the work within stipulated time shall be 0.50% per week subject to a maximum of 5% of contract value. In the event of liquidated damages exceeding the cap of 5% the award of contract shall be cancelled.

11.0 Rate and prices:

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11.1 In case of item rate tender

- 11.1.1 The tenderers shall quote their rates for individual items both in words and figure. In case of discrepancy between the rate quoted in words and figures, the unit rate quantity in words will prevail. If no rate is quoted for a particular item the contractor shall not be paid for that item when it is executed. The amount of each item shall be calculated and the requisite total is given. In case of discrepancy between the unit rate and the total amount calculated from multiplication of unit rate and the quantity the unit rate quoted will govern and the amount will be corrected.
- 11.1.2 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.
- 11.1.3 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 he should immediately bring to the knowledge of the Architect/ SBIIMS Pvt. Ltd.
- 11.1.4 Each page of the BOQ shall be signed by the authorized person and cutting or overwriting shall be duly attested by him.
- 11.1.5 Each page shall be totaled and the grand total shall be given.
- 11.1.6 The rate quoted shall be firm and shall include all costs, allowances, taxes (except GST), levies.
- 11.1.7 The SBIIMS Pvt. Ltd. reserve their rights to accept any tenders, either in whole or in part or may entrust the work in phases or may drop the part scope of work at any stage of the project within its sole discretion without assigning any reason(s) for doing so and no claim / correspondence shall be entertained in this regard.
- 11.1.8 In case it is decided by the SBIIMS Pvt. Ltd. to drop one or more item from the scope of work at any stage of the project, the contractor shall not be entitled to raise any claim / compensation for such deleted scope of work. Also, the SBIIMS Pvt. Ltd. May consider issuing work order for various buildings in phases but within a reasonable time interval and the contractor shall be bound to execute the same within the stipulated time period and as per rates quoted by them in this tender without any claim for price escalation.

SIGNATURE OF THE CONTRACTOR
WITH SEAL

**Ashfaque Ahmed Consultancy Services
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GENERAL CONDITIONS OF CONTRACT

1.0 Definitions: -

“Contract means the documents forming the tender and the acceptance thereof and the formal agreement executed between SBI Infra Management Solutions Pvt.Ltd. (client) and the contractor, together with the documents referred there in including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Architects/ Bank and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.

1.1 In the contract the following expressions shall, unless the context otherwise requires, have the meaning hereby respectively assigned to them.

1.1.1 ‘SBIIMS’ shall mean SBI Infra Management Solutions Pvt. Ltd. (Service Provider) having its Head Office, Ground Floor, Raheja Chambers, Free Press Marg, Nariman Point, Mumbai-400 021 and includes the client’s representatives, successors and assigns.

1.1.2 ‘Architects/ Consultants’ shall mean **M/s. Ashfaque Ahmed Consultancy Services Pvt. Ltd.**

1.1.3 ‘Site Engineer’ shall mean an Engineer appointed by the SBIIMS at site as their representative for day-to-day supervision of work and to give instructions to the contractors.

1.1.4 ‘The Contractor’ shall mean the individual or firm or company whether incorporate not, undertaking the works and shall include legal personal representative of individual or the composing the firm or company and the permitted assignees of individual or firms of company. The expression ‘works’ or ‘work’ shall mean the permanent or temporary work description in the “Scope of work” and / or to be executed in accordance with the contract includes materials, apparatus, equipment, temporary supports, fittings and things of kinds to be provided, the obligations of the contractor hereunder and work to be done by the contractor under the contract.

1.1.5 ‘Engineer’ shall mean the representative of the Architect/consultant.

1.1.6 ‘Drawings’ shall mean the drawings prepared by the Architects and issued by the Engineer and referred to in the specifications and any modifications of such drawings as may be issued by the Engineer from time to time ‘Contract value shall mean value of the entire work as stipulated in the letter of acceptance of tender subject such additions there to or deductions there from as may be made under the provide herein after contained.

1.1.7 Specifications’ shall mean the specifications referred to in the tender and modifications thereof as may time to time be furnished or approved by the Architect/ Consultant.

1.1.8 “Month” means calendar month.

1.1.9 “Week” means seven consecutive days.

1.1.10 “Day” means a calendar day beginning and ending at 00 Hrs and 24 Irrespectively.

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- 1.1.10 "SBIIMS's Engineer" shall mean The Civil / Electrical Engineer in - charge of the Project, as nominated by the M.D.& CEO, SBI Infra Management Solutions Pvt.Ltd.
- 1.1.11 The following shall constitute the Joint Project Committee (herein under referred to as JPC) for assessing and reviewing the progress of the work on the project and to issue instructions or directions from time to time for being observed and followed by the Architects Site Engineer /PMC and other consultants / contractors engaged in the execution of the project.
- 1.1.12
- i) Vice President – Circle Head of SBIIMS Pvt. Ltd.
 - ii) SBIIMS Engineer (Civil and Electrical) in-charge of the Project, as may be nominated by the M.D. & CEO, SBI Infra Management Solutions Pvt.Ltd. ... Members.
 - iii) Concerned partner of the Architects and their Resident Architect Member.

CLAUSE

1.0 Total Security Deposit

Total Security deposit comprise of

Earnest Money Deposit

Initial security deposit

Retention Money

a) Earnest Money Deposit -

The tenderer shall furnish EMD of **Rs. 12000/- (Rs. Twelve thousands only)** in the form of Demand draft or bankers cheque drawn in favour of SBIIMS PVT. LTD., on any Scheduled Bank. 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 his tender at any time the period when he is required to keep his tender open acceptance by the SBIIMS Pvt. Ltd. or after it is accepted by the SBIIMS Pvt. Ltd. the contractor fails to enter into a 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 DD/FDR drawn on any scheduled Bank and shall be deposited within 15 days from the date of acceptance of tender.

ADDITIONAL SECURITY DEPOSIT / PERFORMANCE GUARANTEE

In case L-1 bidder quotes abnormally low rates (i.e. 10% or more, below estimated project cost), the bank may ask such bidder to deposit additional security deposit (ASD) equivalent to difference of estimated cost vis-à-vis L-1 quoted amount for due fulfillment of contract as performance guarantee. Such ASD could be in the form of FDR / Bank's guarantee in the Bank's name as per format approved by the Bank. On successful completion of work ASD will be returned to the contractor. In case contractor fails to complete the work in time or as per tender specification or leave the job incomplete, the bank will be at liberty to recover the dues

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from ASD or to forfeit such ASD as the case may be within its sole discretion. No interest shall be paid to the amount retained by the Bank as Security Deposit.

c) **Retention Money: -**

Besides the SD 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 EMD plus Retention Money shall both together not exceed 5% of the contract value. The 50% of the total security deposit shall be refunded to the contractor without any interest on issue of Virtual Completion certificate by the Architect/consultant. The balance 50% of the total security deposit shall be refunded to the contractors without interest within fifteen days after the end of defects liability period provided the contractor has satisfactorily attended to all defects in accordance with the conditions of contract including site clearance.

2.0 **Language**

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

3.0 **Errors, omissions and discrepancies**

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

- i) Between scaled and written dimension (or description) on a drawing, the latter shall be adopted.
- ii) Between the written or shown description or dimensions in the drawings and the corresponding one in the specification the former shall be taken as correct.
- iii) Between written description of the item in the specifications and descriptions in bills of quantities of the same item, the former shall be adopted:
 - a) In case of difference between rates written in figures and words, the rate in words shall prevail.
 - b) 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/consultant. The architect/consultant at the directions of the SBI/MS from time to time issue further drawings and / or write instructions, details, directions and explanations which are here after collectively referred to as Architect's /consultant's instructions in regard to the variation or modification of the design, quality or quantity of any work or the addition or omission or substitution work. Any discrepancy in the drawings or of any material brought thereon by the Contractor and any substitution of any other materials therefore the removal and / or re-executed of any work executed by him. The dismissal from the work of any person engaged thereupon.

5.0 i) **Letter of Acceptance:**

Within the validity period of the tender the SBI/MS shall issue a letter of acceptance directly or through the architect by registered post or otherwise depositing at the office of the contractor as

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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 SBIIMS and the contractor.

ii) **Contract Agreement:**

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

6.0 **Ownership of drawings:**

All drawings, specifications and copies thereof furnished by the SBIIMS Pvt. Ltd./SBI through its Architect / consultants are the properties of the SBIIMS Pvt. Ltd. They are not to be used on other work.

7.0 **Detailed drawings and instructions:**

The SBIIMS Pvt. Ltd. through its architects / consultants shall furnish with reasonable proper additional instructions by means of drawings or otherwise necessary for the execution of the work. All such drawings and instructions shall be consistent with contract documents, true developments thereof and reasonably inferable therefrom. The work shall be executed in conformity therewith and the contractor prepare detailed programme schedule indicating therein the date of start and completion of various activities on receipt of the work order and submit the same to the SBIIMS Pvt. Ltd. through the architect/consultant

7.0 **Copies of agreement**

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

8.0 **Liquidated damages:**

If the contractor fails to maintain the required progress in terms of clause 6.0 of GOC or to complete the work and clear the site including vacating their office on or before the contracted or extended date of completion, without justification in support of the cause of delay, he may be called upon without prejudice to any other right of remedy available under the law to the SBIIMS Pvt. Ltd. on account of such breach to pay a liquidated damages at the rate of 0.50% of the contract value which shall be subject to a maximum of 5% of the contract value.

9.0 **Materials, Appliances and Employees**

Unless or otherwise specified the contractor shall provide and pay for all materials, labour, water, power, tools, equipment transportation 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 his employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him. Workman whose work or behavior is found to be unsatisfactory by the SBIIMS Pvt. Ltd. /Architect/ consultant he shall be removed from the site immediately.

10.0 **Permits, Laws and Regulations:**

Permits and licenses required for the execution of the work shall be obtained by the contractor at his 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

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SBIIMS Pvt. Ltd. in writing under intimation of the Architect/ Consultant. If the contractor performs any act, which is against the law, rules and regulations he shall meet all the costs arising there from and shall indemnify the SBIIMS Pvt. Ltd. any legal actions arising there from.

11.0 Setting out Work:

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 /consultant 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 by, the architect / consultant the contractor shall be responsible for the same and shall his own expenses rectify such error, if so, required to satisfaction of the SBIIMS Pvt. Ltd.

12.0 Protection of works and property:

The contractor shall continuously maintain adequate protection. of all his work from damage and shall protect the SBI's properties from injury or loss arising in connection with contract. He shall make good any such damage, injury, loss, except due to causes beyond his control and due to his fault or negligence. He 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 the works and shall comply with all applicable provisions of Govt. and local bodies' safety laws and building codes to prevent accidents, or injuries to persons or property on about or adjacent to his place of work. The contractor shall take insurance covers as per clause 24.0 at his own cost. The policy may be taken in joint names of the contractor and the SBIIMS Pvt. Ltd. and the original policy may be lodged with the SBIIMS Pvt. Ltd.

13.0 Inspection of work:

The SBIIMS Pvt. Ltd. / Architect / Consultant or their representatives shall at all reasonable times 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 SBIIMS Pvt. Ltd. / Architect / consultant and their representatives necessary for inspection and examination and test of the materials and workmanship. No person unless authorized by the SBIIMS Pvt. Ltd. / Architect / Consultant except the representative of Public authorities shall be allowed on the work at any time. The proposed work either during its construction stage or its completion can also be inspected by the Chief Technical Examiner's Organization a wing of Central Vigilance commission.

14.0 Assignment and subletting

The whole of work included in the contract shall be executed the contractor and he shall not directly entrust and engage or indirectly transfer, assign or underlet the contract or any part or share there of or interest therein without the written consented the SBIIMS Pvt. Ltd. through the Architect and no undertaking shall relieve the contractor from the responsibility of the contractor from active & superintendence of the work during its progress.

15.0 Quality of materials, workmanship & Test

All materials and workmanship shall be best of the respective kinds described in the contract and in accordance with Architect/consultant instructions and shall be subject from time to time to such tests as the architect/consultant may direct at the place of manufacture or fabrication or on the site or an approved testing laboratory. The contractor shall provide such assistance, instruments, machinery, labor, 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/consultant.

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ii) **Samples**

All samples of adequate numbers, size, shades & pattern as per specifications shall be supplied by the contractor without any extra charges. If certain items proposed to be used are of such nature that samples cannot be presented or prepared at the site detailed literature / test certificate of the same shall be provided to the satisfaction of the Architect/consultant. Before submitting the sample /literature the contractor shall satisfy himself that the material / equipment for which he is submitting the sample / literature meet with the requirement of tender specification. Only when the samples are approved in writing by the architect /consultant the contractor shall proceed with the procurement and installation of the particular material / equipment. The approved samples shall be signed by the Architect / Consultant 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/Consultant shall take reasonable time to approve the sample. Any delay that might occur in approving the samples for reasons of its not meeting the specifications or other discrepancies inadequacy in furnishing samples of best qualities from various manufacturers and such other aspects causing delay on the approval of the materials / equipment etc. shall be to the account of the contractor.

iii) **Cost of tests**

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 BOQ.

iv) **Costs of tests not provided for**

If any test is ordered by the Architect/ Consultant which is either

a) 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 /Consultant 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.

16.0 **Obtaining information related to execution of work**

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

17.0 **Contractor's superintendence**

The contractor shall give necessary personal superintendence during the execution the works and as long, thereafter, as the Architect / Consultant may consider necessary until the expiry of the defects liability period, stated here to.

18.0 **Quantities**

i) The bill of quantities (BOQ) unless or otherwise stated shall be deemed to have been prepared in accordance with the Indian Standard Method of Measurements and quantities. The rate quoted shall remain valid for variation of quantity against individual item to any extent. The entire amount paid under Clause 19, 20 hereof as well as amounts of prime cost and provision sums, if any, shall be excluded.

19.0 **Works to be measured**

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The Architect/Consultant may from time to time intimate to the contractor that he require the work to be measured and the contractor shall forthwith attend or send a quantity representative to assist the Architect in taking such measurements and calculation and to furnish all particulars or to give all assistance required by any of them. Such measurements shall be taken in accordance with the Mode of measurements detail in the specifications. The representative of the Architect /Consultant shall take measurements with the contractor's representative and the measurements shall be entered in the measurement book. The contractor or his authorized representative shall sign all the pages of the measurement book in which the measurements have been recorded in token of his acceptance. All the corrections shall be duly attested by both representatives. No over writings shall be made in the M book should the contractor not attend or neglect or omit to deputing his representative to take measurements the measurements recorded by the representative of the Architect / consultant shall be final. All authorized extra work, omissions and all variations made shall be included such measurement.

20.0 **Variations**

No alteration, omission or variation ordered in writing by the Architect / consultant vitiates the contract. In case the SBIIMS Pvt. Ltd. / Architect / Consultant thinks proper at any during the progress of works to make any alteration in, or additions to or omission from the works or any alteration in the kind or quality of the materials to be used therein, the Architect / Consultant shall give notice thereof in writing to the contractor shall confirm in writing within seven days of giving such oral instructions the contract shall alter to, add to, or omit from as the case may be in accordance with such 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/ Consultant and the value of such extras, alterations, additions or omissions shall in all cases be determined by the Architect / Consultant and the same shall be added to or deducted from the contract value, as the case may be.

21.0 **Valuation of Variations**

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

- a) (i) The net rates or prices in the contract shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced herein.

(ii) Rates for all items, wherever possible should be derived out of the rates given in the priced BOQ.
- b) The net prices of the original tender shall determine the value of the items omitted, provided if omissions do not vary the conditions under which any remaining items of works are carried out, otherwise the prices for the same shall be valued under sub-Clause 'c' hereunder.
- c) Where the extra works are not of similar character and/or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items or works are carried out, then the contractor shall within 7 days of the receipt of the letter of acceptance inform the Architect/ consultant of the rate which he

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intends to charge for such items of work, duly supported by analysis of the rate or rates claimed and the Architect/ consultant shall fix such rate or prices as in the circumstances in his opinion are reasonable and proper, based on the market rate.

- d) Where extra work cannot be properly measured or valued the contractor shall be allowed day work prices at the net rates stated in the tender, of the BOQ or, if not, so stated then in accordance with the local day work rates and wages for the district; provided that in either case, vouchers specifying the daily time (and if required by the Architect/Consultant) the workman's name and materials employed be delivered for verifications to the Architect /consultant at or before the end of the week following that in which the work has been executed.
- e) It is further clarified that for all such authorized extra items where rates cannot be derived from the tender, the Contractor shall submit rates duly supported by rate analysis worked on the 'market rate basis for material, labour hire / running charges of equipment and wastages etc. plus 15% towards establishment charges, contractor's overheads and profit. Such items shall, not be eligible for escalation.

22.0 Final measurement

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

23.0 Post Completion requirements & Virtual Completion Certificate (VCC)

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

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

Upon the satisfactory fulfillment by the contractor as stated above, the contractor is entitled to apply to the Architect / consultant is satisfied of the completion of work. Relative to which the completion certificate has been sought, the Architect/consultant shall within fourteen (14)

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days of the receipt of the application for completion certificate, issue a VCC in respect of the work for which the VCC has applied.

This issuance of a VCC shall not be without prejudice to the SBIIMS's rights and contractor liabilities under the contract including the contractor's liability for defects liability nor shall the issuance of VCC in respect of the works or work at any site be construction as a waiver of any right or claim of the SBIIMS Pvt. Ltd. against the contractor in respect of or work at the site and in respect of which the VCC has been issued.

24.0 Work by other agencies

The SBIIMS Pvt. Ltd. / Architect / consultant reserves the rights to use premises and any portion the site for execution of any work not included in the scope of this contract with may desire to have carried out by other persons simultaneously and the contractor shall not only allow but also extend reasonable facilities for the execution of such work. The contractor however shall not be required to provide any plant or material for the execution of such work except by special arrangement with the SBI. 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 his obligations and responsibilities under the contract the contractor shall insure in the joint names of the SBIIMS Pvt. Ltd. and the contractor against all loss of damages from whatever cause arising other than the excepted risks, for which he is responsible under the terms of contract and in such a manner that the SBIIMS Pvt. Ltd. and contractor are covered for the period stipulated in clause of 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 him for the purpose of complying with his obligations under 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 constructional plant and other things brought on to the site by the contractor to the replacement value of such constructional plant and other things.
- c) Such insurance shall be effected with an insurer and in terms approved by the SBIIMS Pvt. Ltd. which approval shall not be unreasonably withheld and the contractor shall whenever required produce to the Architect / consultant the policy of insurance and the receipts for payment of the current premiums.

25.2 Indemnification against Damage to persons and property

The contractor shall, except if and so far as the contract provides otherwise indemnify the SBI 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) The permanent use or occupation of land by or any part thereof.

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- b) The right of SBIIMS Pvt. Ltd. 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 the execution or 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 SBIIMS Pvt. Ltd. their agents, employees or other contractors not being employed by the contractor or for or in respect of any claims, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto or where the injury or damage was contributed to by the contractor, his servants or agents such part of the compensation as may be just and equitable having regard to the extent of the responsibility of the SBIIMS Pvt. Ltd., their employees, or agents or other employees, or agents or other contractors for the damage or injury.

25.3 Contractor to indemnify SBIIMS Pvt. Ltd.

The contractor shall indemnify the SBIIMS Pvt. Ltd. against all claims, proceedings, damages, costs, charges and expenses in respect of the matters referred to in the provision sub-clause 25.2 of this clause.

25.4 Contractor's superintendence

The contractor shall fully indemnify and keep indemnified the SBIIMS Pvt. Ltd. against any action, claim, or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties 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 SBIIMS Pvt. Ltd. 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, provided that the contractor shall not be liable to indemnify the SBIIMS Pvt. Ltd. if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Architect / consultant in this behalf.

25.5 Third Party Insurance

25.5.1 Before commencing the execution of the work the contractor but without limiting his obligations and responsibilities under clause 24.0 of GCC shall insure against his liability for any material or physical damage, loss, or injury which may occur to any property including that of SBIIMS Pvt. Ltd., or to any person, including any employee of the SBIIMS Pvt. Ltd., by or arising out of the execution of the works or in the carrying out of the contract, otherwise than due to the matters referred to in the provision to clause 24.0 thereof.

25.5.2 Minimum amount of Third Party Insurance

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

25.6 The minimum insurance cover for physical property, injury, and death is Rs.5 Lakh per occurrence with the number of occurrences limited to four. After each occurrence contractor will pay additional premium necessary to make insurance valid for four occurrences always.

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25.7 Accident or Injury to workman:

25.7.1 The SBIIMS Pvt. Ltd. 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 subcontractor, save and except an accident or injury resulting from any act or default of the SBIIMS Pvt. Ltd. or their agents, or employees. The contractor shall indemnify and keep indemnified SBIIMS Pvt. Ltd. against all such damages and compensation, save and except as aforesaid, and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

25.7.2 Insurance against accidents etc. to workmen

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

25.7.3 Remedy on contractor's failure to insure

If the contractor fails to effect and keep in force the insurance referred to above or any other insurance which he may be required to effect under the terms of contract, then and in any such case the SBIIMS Pvt. Ltd. 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 SBIIMS Pvt. Ltd. as aforesaid from any amount due or which may become due to the contractor, or recover the same as debt from the contractor.

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

26.0 Commencement of Works:

The date of commencement of the work will be reckoned as the date, fifteen days from the date of award of letter by the SBIIMS Pvt. Ltd.

27.0 Time for completion

Time is essence of the contract and shall be strictly observed by the contractor. The entire work shall be completed within a period of **3 calendar months** from the date of commencement. If required in the contract or as directed by the Architect / consultant. The contractor shall complete certain portions of work before completion of the entire work.

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However, the completion date shall be reckoned as the date by which the whole work is completed as per the terms of the contract.

28.0 Extension of time

If, in the opinion of the Architect/consultant, the work be delayed for reasons beyond the control of the contractor, the Architect/consultant may submit a recommendation to the SBIIMS Pvt. Ltd. to grant a fair and reasonable extension of time for completion of work as per the terms of contract. If the contractor needs an extension of time for the completion of work or if the completion of work 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 SBIIMS Pvt. Ltd. through the Architect/Consultant in writing at least 30 Days before the expiry of the scheduled time and while applying for extension of time he shall furnish the reason in detail and his justification if any, for the delays. The architect/consultant shall submit their recommendations to the SBIIMS Pvt. Ltd. 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 provision of liquidated damages as stated under clause 10.0 shall become applicable. Further the contract shall remain in force even for the period beyond the due date of completion irrespective whether the extension is granted or not.

29.0 Rate of progress

Whole of the materials, plant and labour to be provided by the contractor and the mode, manner and speed of execution and maintenance of the works are to be of a kind and conducted in a manner to the satisfaction of the Architect / consultant should the rate of progress of the work or any part thereof be at any time be in the opinion the Architect / consultant too Slow to ensure the completion of the whole of the work the prescribed time or extended time for completion the Architect /consultant shall thereupon take such steps as considered necessary by the Architect / consultant to expedite progress so as to complete the works by the prescribed time or extended time. Such communications from the Architect /consultant neither shall relieve. The contractor from fulfilling obligations under the contract nor he will be entitled to raise any claims arising out of such directions. Subject to any provision to the contrary contained in the contract no permanent work shall save as herein provided be carried on during the night or on holidays without the permission in writing of the Architect / consultant, save when the work is unavoidable or absolutely necessary for the saving of life or property or for the safety of the work in which case the contractor shall immediately advise the Architect / consultant. However the provisions of the clause shall not be applicable 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 / consultant at no extra cost to the SBIIMS Pvt. Ltd.. All work at night after obtaining approval from competent authorities shall be carried out without unreasonable noise and disturbance.

31.0 No compensation or restrictions of work

If at any time after acceptance of the tender SBIIMS Pvt. Ltd. shall decide to abandon or reduce the scope of work for any reason whatsoever and hence not required the whole or any part of the work to be carried out. The Architect /consultant shall give notice in writing of that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise what so ever on account of any profit or advantage which he might have derived from the execution of the Work fully but which he did not derive in consequence of the foreclosure of the whole or part of the work.

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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 / Consultant shall have in such cases the option of taking over all or any such materials at their purchase price or a local current rate whichever is less. "In case of such stores having been issued from SBIIMS Pvt. Ltd. stores and returned by the contractor to stores, credit shall be given to him at the rates not exceeding those at which were originally issued to the contractor after taking into consideration and deduction for claims on account of any deterioration or damage while in the custody of the contractor and in this respect the decision of Architect /consultant shall be final.

32.0 Suspension of work

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

- a) On account any default on the part of the contractor, or
- b) For proper execution of the works or part thereof for reasons other than the default 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 / consultant.

If the suspension is ordered for reasons (b) and (c) in sub-para (i) above: The contractor shall be entitled to an extension of time equal to the period of every such suspension. No compensation whatsoever shall be paid on this account.

33 Action when the whole security deposit is forfeited

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

- a) To rescind the contract (of which rescission notice in writing to the contractor by -Architect / consultant shall be conclusive evidence) and in which case the security, deposit of the contractor shall be forfeited and be absolutely at the disposal of SBIIMS Pvt. Ltd..
- b) To employ labour paid by the SBIIMS Pvt. Ltd. and to supply materials to carry out the work, or part of the work, debiting the contractor with the cost of the labour and materials cost of such labour and materials as worked out by the Architect/consultant shall final and conclusive against the contractor) and crediting him with the value of the work done, in all respects in the same manner and at the same manner and at the same rates as if it had been carried out by the contractor under the terms of this contract certificate of architect /consultant as to the value of work done shall be final conclusive against the contractor.

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- c) To measure up the work of the contractor, and to take such part thereof as shall unexecuted, out of his hands, and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him (The amount of which excess the certificates in writing of the Architects /consultant shall final and conclusive) shall be borne by original contractor and maybe deducted f any money due to him by SBIIMS Pvt. Ltd. under the contract or otherwise, or from his security deposit or the proceeds of sale thereof, or sufficient part thereof.

In the event of any of above courses being adopted by the SBIIMS Pvt. Ltd. the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any material or entered into any engagements or make any advances on account of, or with a view to the execution of the work or the performance of the contract and in case the contract shall be rescind under the provision aforesaid, the contractor shall not be entitled to recover or to be paid any sum or any work thereto for actually performed under this contract, unless, and until the Architect / consultant will have certified in writing the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

34.0 **Owner's 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 for 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 him to do so, to show to the reasonable satisfaction of the Architect / Consultant that he is able to carry out and fulfill thecontract, and to dye security therefore if so required by the Architect / Consultant.

Or if the contractor (whether an individual firm or incorporated Company) shall suffer execution to be issued or shall suffer any payment under this contract to beattached 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 SBIIMSPvt. Ltd. through the Architect/Consultant or shall charge or encumber this contractor any payment due to which may become due to the contractor there under:

- a) has abandoned the contract; or
- b) has failed to commence the works, or has without any lawful excuse under theseconditions suspended the progress of the works for 14 days after receiving from theSBIIMS Pvt. Ltd. through the Architect / consultant 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 work within seven days after written notice from the SBIIMS Pvt. Ltd. through theArchitect / Consultant that the said materials were condemned and rejected by theArchitect/consultant 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 contactor for seven days 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 SBIIMS Pvt. Ltd. or Architect's/ consultant's instructions to the contrary subject any part of the contract. Then andin any of said cases the SBIIMS Pvt. Ltd. and or the Architect / consultant, may notwithstanding any previous waiver, after giving seven days' notice in writing to thecontractor, determine the contract, but without thereby affecting the powers of theSBIIMS Pvt. Ltd. or the Architect / consultant or the obligation and liabilities of the contractor the whole of which shall continue in force as fully as if the contract had not been determined and

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as if the works subsequently had been executed by or on behalf of the contractor. And, further the SBIIMS Pvt. Ltd. through the Architect /consultant their agents or employees may enter upon and take possession of the work and all plants, tools, scaffoldings, 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 the work and the contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractor or other persons employed for complement and finishing or using the materials and plant for the works.

When the works shall be completed or as soon thereafter as convenient the SBIIMS Pvt. Ltd. or architect / consultant shall give a notice in writing to the contractor to remove his surplus materials and plants and should the contractor fail to do so within 14 days after receipt thereof by him the SBIIMS Pvt. Ltd. sell the same by publication, and after due publication, and shall, adjust the amount realized by such auction. The contractor shall have no right to question any of the act of the SBIIMS Pvt. Ltd. incidental to the sale of the materials etc.

35.0 **Certificate of payment**

The contractor shall be entitled under the certificates to be issued by the Architect /consultant to the contractor within 10 working days from the date of certificate to payment from SBIIMS Pvt. Ltd. from time to time. The SBIIMS Pvt. Ltd. shall recover the statutory recovering other dues including the retention amount from the certificate of payment.

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

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

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

The SBIIMS Pvt. Ltd. shall modify the certificate of payment as issued by the architect / consultant from time to time while making the payment. The contractor shall submit interim bills only after taking actual measurements and properly recorded in the M books.

The Contractor shall not submit interim bills when the approximate value of work done by him is less than Rs. 10.0 Lakh.

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

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

36.0 **A. Settlement of Disputes and Arbitration**

Except where otherwise provided in the contract all questions and disputes to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings specifications, estimates, instructions orders or these conditions or otherwise concerning the work

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or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

- i) If the contractor considers that he is entitled to any extra payment or compensation in respect of the works over and above the amounts admitted as payable by the Architect or in case the contractor wants to dispute the validity of any deductions or recoveries made or proposed to be made from the contract or raise any dispute, the contractor shall forthwith give notice in writing of his claim, or dispute to The M.D. & C.E.O. SBIIMS Pvt. Ltd., Head Office, Raheja Chambers, Free Press Journal Marg, Mumbai And endorse a copy of the same to the Architect, within 30 days from the date of disallowance thereof or the date of deduction or recovery. The said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount claimed and the contractor shall not be entitled to raise any claim nor shall the SBIIMS Pvt. Ltd. be in any way liable in respect of any claim by the contractor unless notice of such claim shall have been given by the contractor to the M.D. & C.E.O. SBIIMS Pvt. Ltd., Head Office 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 M.D. & C.E.O. SBIIMS Pvt. Ltd., Head Office in writing in the manner and within the time aforesaid.

B. Settlement of Disputes and Arbitration

The M.D. & C.E.O. SBIIMS Pvt. Ltd., Head Office shall give his decision in writing on the claims notified by the receipt of the contractor may within 30 days of the receipt of the decision of the M.D. & C.E.O. SBIIMS Pvt. Ltd., Head Office/ Submit this claims to the conciliating authority namely the M.D. & C.E.O. SBIIMS Pvt. Ltd., Head Office, Raheja Chambers, Free Press Journal Marg, Mumbai. For conciliation along with all details and copies of correspondence exchanged between him and the SBIIMS Pvt. Ltd.

- ii) If the conciliation proceedings are terminated without settlement of the disputes, the contractor shall, within a period of 30 days of termination thereof shall give notice to the concerned M.D. & C.E.O. of the SBIIMS Pvt. Ltd. for appointment of an arbitrator to adjudicate the notified claims falling which the claims of the contractor shall be deemed to have been considered absolutely barred and waived.
- iii) Except where the decision has become final, binding and conclusive in terms of the contract, all disputes or differences arising out of the notified claims of the contractor as aforesaid and all claims of the SBIIMS Pvt. Ltd. shall be referred for adjudication through arbitration by the Sole Arbitrator appointed by the M.D. & C.E.O. and who will be of Deputy General Manager rank. It will also be no objection to any such appointment that the Arbitrator so appointed is a SBIIMS Pvt. Ltd., Officer and that he had to deal with the matters to which the Contract relates in the course of his duties as SBIIMS Pvt. Ltd., 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 M.D. & C.E.O. of the SBIIMS Pvt. Ltd. Such person shall be entitled to proceed with the reference from the stage at which it was let by his predecessor.

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each dispute along with the notice for appointment of arbitrator.

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

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

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

It is also a term of the contract that the Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any of the arbitrators 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.

37.0 Water supply

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

- i) That the water used by the contractor shall be fit for construction purposes to the satisfaction of the Architect / consultant's.
- 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 / consultant is unsatisfactory.
- iii) In case contractor is permitted to use SBIIMS's source of water i.e. Municipal connection, Bore well (existing or new) etc., the SBIIMS Pvt. Ltd may consider recovering @1% of contract amount from the final bill of contractor.

- 37.1 The contractor shall construct temporary well / tube well in SBIIMS Pvt. Ltd land for taking water for construction purposes only after obtaining permission in writing from the SBIIMS Pvt. Ltd. The contractor has to make his own arrangements for drawing and distributing the water at his own cost. He has to make necessary arrangements. To avoid any accidents or damages caused due to construction and subsequent maintenance of the wells. He has to obtain necessary approvals from local authorities, if required, at his own cost. He shall restore the ground to its original condition after wells are dismantled on completion of work or hand over the well to the SBIIMS Pvt. Ltd. without any compensation as directed by the architect /consultant.

38.0 Power supply

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

39.0 Treasure trove etc.

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

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40.0 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 Bureau of Indian Standards. In the event any dispute / disagreement the decision of the Architect / consultant shall be final and binding on the contractor.

41.0 Maintenance of registers

The contractor shall maintain the following registers as per the enclosed perform at site of work and should produce the same for inspection of SBIIMS Pvt.Ltd/Architect / consultant whenever desired by them. The contractor shall also maintain the records / registers as required by the local authorities / Govt. from time to time.

- i) Register for secured advance
- ii) Register for hindrance to work
- iii) Register for running account bill
- iv) Register for labour

42.0 Force Majeure

42.1 Neither contractor nor SBIIMS Pvt. Ltd. shall be considered in default in performance of the obligations if such performance is prevented or delayed by events such as but not war, hostilities, revolution, riots, civil commotion, strikes, lockout, conflagrations, epidemics, accidents, fire, storms, floods, droughts, earthquakes or ordinances or any act of or for any other cause beyond the reasonable control of the party affected or prevents or delayed. However a notice is required to be given within 30 days 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.

42.2 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.

42.3 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.

42.4 Should one or both parties be prevented from fulfilling the contractual obligations by state of force majeure lasting to a period of 6 months or more the two parties, shall each other to decide regarding the future execution of this agreement.

43.0 Local laws, Acts Regulations:

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

- i) Minimum wages Act 1948 (Amended)
- ii) Payment of wages Act 1936 (Amended)
- iii) Workmen's compensation Act 1923 (Amended)
- iv) Contract labour regulation and abolition act 1970 and central rules 1971 (Amended)

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- v) Apprentice act 1961 (amended)
- vi) Industrial employment (standing order) Act 1946 (Amended)
- vii) Personal injuries (Compensation insurance) act 1 963 and any other modifications
- viii) Employees' provident fund and miscellaneous provisions Act 1952 and amendment thereof
- ix) Shop and establishment act
- x) Any other act or enactment relating thereto and rules framed there under from time to time.
- xi) Prevailing Indian Electricity rules & act.

44.0 **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/ consultant. The contractor shall also such report immediately to the competent authority whenever such report is required to be lodged by the law and take appropriate actions thereof.

SPECIAL CONDITION OF CONTRACT

Scope of work

The scope of work is to carry out for **PROPOSED CIVIL WORK FOR ACHALPUR BRANCH,**

1.0 Address of site

The site is located at **ACHALPUR BRANCH,**

3.0 Dimensions and levels

All dimensions and levels shown on the drawings shall be verified by the contractor and the site and he will 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 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 / consultant before proceeding with the work.

4.0 Notice of operation

The contractor shall not carry out any important operation without the Consent in with from the Architect / consultant:

5.0 Construction records

The contractor shall keep and provide to the Architect / consultant 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 construction.

6.0 Safety of adjacent structures and trees

The contractor shall provide and erect to the approval of the Architect / consultant supports as may be required to protect effectively all structures and protective give to trees, which may be endangered by the execution of the works or otherwise such permanent measures as may be required by the Architect to protect the tree structures.

7.0 Temporary works.

Before any temporary works are commenced the contractor shall submit at least in advance to the architect / consultant for approval complete drawings of all temporary works he may require for the execution of the works. The contractor shall carry out the modifications relating to strength, if required by the architect /consultant may require in accordance with the conditions of contract at his owncost The contractor shall be solely responsible for the stability and safety of all temporary works and unfinished works and for the quality of the permanent works resulting from the arrangement eventually adopted for their execution.

8.0 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 work and the contractor shall make his own arrangements for the supply of good quality water suitable for the construction and good quality drinking water for their workers If necessary the contractor has to sinka tube well / open well and bring water by means of tankers at his own cost for the purpose The SBIIMS Pvt. Ltd. will not be liable to pay any charges in connection with the above

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b) The rate quoted in the tender shall include the expenses for obtaining and maintaining power connections and shall pay for the consumption charges

c) The contractors for other trades directly appointed by the SBIIMS Pvt. Ltd. shall be entitled to take power and water connections from the temporary water and power supply obtained by the contractor. However, the concerned contractor shall make their own arrangements to draw the supply and pay directly the actual consumption charges at mutually agreed rates between them. All municipal charges for drainage and water connection for Construction purposes shall be borne by the contractor and charges payable for permanent connections, if any, shall be initially paid by the contractor and the SBIIMS Pvt. Ltd. will reimburse the amount on production of receipts

d) The SBIIMS Pvt. Ltd. as well as the Architect / consultant shall give all possible assistance to the Contractor's to obtain the requisite Permission from the various authorities, but the responsibility for obtaining the same in time shall be of the contractor

9.0 Facilities for contractor's employees

The contractor shall make his own arrangement for the housing and welfare of his staff and workmen including adequate drinking water facilities. The contractor shall also make the arrangements at his own cost for transport where necessary for his staff and workmen to and from site of work at his own cost.

10.0 Lighting of works

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

12.0 Firefighting arrangements

i) The contractor shall provide suitable arrangement for firefighting at his own cost. This purpose he 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 equipments shall be provided at suitable prominent and easily accessible place and shall be properly maintained.

ii) Any deficiency in the fire safety or unsafe conditions shall be corrected by the contractor at his own cost and, to the approval of the relevant authorities. The contractor makes the following arrangements at his own cost but not limited to the following:

- a) Proper handling, storage and disposal of combustible materials and waste.
- b) Work operations which can create fire hazards.
- c) Access for fire-fighting equipments.
- d) Type, number and location of containers for the removal of surplus materials and rubbish.
- e) Type, size, number and location of fire extinguishers or other fire fighting equipment.
- f) General house keeping

12.0 Site order book

A site order book shall be maintained at site for the purpose of quick communication between the Architect / Consultant. Any communication relating to the work 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 order book shall have machine numbered pages in triplicate and shall be carefully maintained and preserved by the contractor and shall be made available to the architect / consultant as and when demanded. Any instruction which the architect / consultant may like to issue to the contractor or the contractor may like to bring to the architect / consultant two copies of such instructions shall be taken from the site order book and

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one copy will be handed over to the party against proper acknowledgment and the second copy will be retained for their record.

13.0 Temporary fencing/ barricading

The contractor shall provide and maintain a suitable temporary fencing /barricading and gates at his cost to adequately enclose all boundaries of the site for the protection of the public and for the proper execution and security of the work and in accordance with the requirement of the architect / consultant and regulations of local authorities. These shall be altered, relocated and adopted from time to time as necessary and removed on completion of the work.

14.0 Site meetings

Site meetings will be held to review the progress and quality evaluation. The contractor shall depute a 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 meetings shall be held if required by the architect/ consultant.

15.0 Disposal of refuse

The contractor shall cart away all debris, refuse etc. arising from the work from the site and deposit the same as directed by the architect / consultant at his own cost. It is the responsibility of the contractor to obtain from the local authorities concerned to the effect that all rubbish arising out of contractor's activities at the construction site or any other off-site activities borrow pits has been properly disposed off.

16.0 Contractor to verify site measurement

The contractor shall check and verify all site measurements whenever requested by other specialists, contractors or other sub-contractors to enable them to prepare their own shop drawing and pass on the information with sufficient promptness as will in any way delay the works.

17.0 Displaying the name of the work

The contractor shall put up a name board of suitable size as directed by the architect/ consultant indicating therein the name of the project and other details as given by the architect/consultant at his own cost and remove the same on completion of work.

18.0 As built drawings

i) For the drawings issued to the contractor by the Architect / Consultant. The architect Consultant will issue two sets of drawings to the Contractor for the items for some changes have been made. From the approved drawings as instructed by the SBIIMS Pvt. Ltd. / Architect / Consultant. The contractor will make the changes made on these copies and return these copies to the architect / Consultant for their approval. In cases revision is required or the corrections are not properly marked the architect / Consultant will point out the discrepancies to the contractor. The contractor will have to incorporate these corrections and / or attend to discrepancies either on copies as directed by the architect / consultant and resubmit to him for approval. The architect / consultant will return one copy duly approved by him.

ii) For the drawings prepared by the contractor The contractor will modify the drawing prepared by him wherever the changes made by the SBIIMS Pvt. Ltd. / architect / consultant. And submit two copies of such modified drawings to the architect/ consultant for approval. The architect /consultant will return one copy of the approved drawing to the contractor.

19.0 Approved make

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The contractor shall provide all materials from the list of approved makes at his own cost and also appoint the specialized agency for the waterproofing anti-termite, aluminum doors and windows and any other item as specified in the tender. The architect/consultant may approve any make / agency within the approved list as given in the tender after inspection of the sample/mock up.

20.0 Procurement of materials

The contractor shall make his own arrangements to procure all the required materials for the work. All wastages and losses in weight shall be to the contractor's account.

21.0 Excise duty, taxes, levies etc.;

The contractor shall pay and be responsible for payment 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 SBIIMS Pvt. Ltd. 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 work shall be deemed to be included in the quoted rates and no extra amount on this account. Variation of taxes, duties, fees, levies etc. if any, till completion of work 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 levy or cess or royalty or octroi is imposed under any statutory law during the currency of contract the same shall be borne by the contractor.

22.0 Acceptance of tender

The SBIIMS Pvt. Ltd. shall have the right to reject any or all tenders without assigning any reason. They are not to bind to accept the lowest or any tender and the tenderer or tenderers shall have no right to question the acts of the SBIIMS Pvt. Ltd. However adequate transparency would be maintained by the SBIIMS Pvt. Ltd.

23.0 Photographs:

- The Contractor shall at his own expense supply to the Architects with duplicate hard copies of large photographs not less than 25 cm. x 20 cm. (10" x 8") of the works, taken from two approved portions of each building, at intervals of not more than one month during the progress of the work or at every important stage of construction.

- In addition to above, the contractor shall be bound to submit adequate no. of site photographs along with their each Running Bill for the project clearing showing major progress of work measured and claimed therein failing which the Architect/ SBIIMS Pvt. Ltd. may consider returning the Bill to the contractor and no claim for delay on this account will be entertained.

SAFETY CODE.

First aid appliances including adequate supply of sterilized dressing and cotton wool shall be kept in a readily accessible place.

1. An injured person shall be taken to a public hospital without loss of time, in cases when the injury necessitates hospitalization.
2. Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from the ground.
3. No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30 cm. (clear) and the distance between two adjacent rungs

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shall not be more than 30 cm. When a ladder is used an extramazdoor shall be engaged for holding ladder.

4. The excavated material shall not be placed within 1.5 meters of the edge of the trench half of the depth of trench whichever is more. All trenches and excavations shall be provided with necessary fencing and lighting.
5. 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.
- 7 No floor, roof or other part of the structure shall be so overloaded with debris or material as to render it unsafe.
- 8 Workers employed on mixing and handling material such as asphalt, cement, mortar, concrete and lime shall be provided with protective footwear and rubber hand gloves.
- 9 Those engaged in welding works shall be provided with welders' protective eye shield and gloves.
- 10 (i) No paint containing lead or lead products shall be used except in the form of paste .
(ii) Suitable facemasks should be supplied for use by the workers when the paint applied in the form of spray or surface having lead paint dry rubbed and scrapped.
- 11 Overalls shall be supplied by the contractor to the painters and adequate facilities shall be provided to enable the working painters to wash during cessation of work.
- 12 Hoisting machines and tackle used in the works including their attachments anchor and supports shall be in perfect condition.
- 13 The ropes used in hoisting or lowering material or as a means of suspension shall be durable quality and adequate strength and free from defects.



APPENDIX HEREINBEFORE REFERRED TO

- 1) Name of the organization Offering Contract : The Vice President & Circle Head,
SBI Infra Management Solutions Pvt.Ltd.
Circle Office, 3rd Floor SBI,
LHOBuilding, BKC, Bandra East, Mumbai-51.
- 2) Consultants : **M/S .Ashfaque Ahmed Consultancy Services
Private Limited.**
289 New Colony,sadar.
Nagpur - 440001
TEL: 0712-2595752,0712-2583349, 9823054655,
E-MAIL: creftteam9@yahoo.co.in
- 3) Site Address : **PROPOSED CIVIL WORK FOR ACHALPUR
BRANCH,**
- 4) Scope of Work : Proposed **Civil** Work
- 5) Name of the Contractor : _____

- 6) Address of the Contractor : _____

- 7) Period of Completion : **3 (Three) Months** from the date
ofCommencement
- 8) Earnest Money Deposit : **Rs. 12000/- (Rs. Twelve thousands only)**
bymeans of Demand Draft / Pay Order(Valid
for a period of 180 Days fromthe last date of
submission of thetender) from any
scheduledNationalized Bank drawn **in favour**
ofSBI Infra Management SolutionsPvt. Ltd.
and payable in Mumbai.
- 9) Retention Money : As per clause no. 11(a) of generalConditions
- 10) Defects Liability Period : Twelve Months from the date ofVirtual
Completion.
- 11) Insurance to be undertaken by the : 125% of Contract Value
Contractor at his cost (Contractor's all risk policy)
- 12) Liquidated damages : 0.5% of the Contract amount shownin the tender
per week subject to max.5% of the contract
value or actual finalbill value.
- 13) Value of Interim Bill (Min.) : Rs. 4.00 Lakhs.

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- 14) Date of Commencement : 15 days from the date of acceptance letter is issued to the Contractor/ or the day on which the Contractor is instructed to take possession of the site whichever is earlier.
- 15) Period of Final Measurement : 3 Months from the date of Virtual Completion.
- 16) Initial Security Deposit : 2% of the Accepted Value of the Tender. (Clause No. 22)
- 17) Total Security Deposit : As per clause No. 11 a
- 18) Refund of initial Security Deposit
Comprising of EMD and ISD. : 50% of the Security Deposit shall be refunded to the Contractor on completion of the work and balance refunded only after the Defect Liability Period is over.
- 19) Period for Honoring Certificate :
1. One Month for R.A. Bills
2. The final bill will be submitted by the Contractor within one month of the date fixed for completion work and the Bill shall be Certified within 3 months from the date of receipt of final bill provided the bills are submitted with all pre-requisite documents/test reported. Prescribed in the tender.

Signature of Tenderer.
Date:

LETTER OF DECLARATION

To,

**Ashfaque Ahmed Consultancy Services
Private Limited**

Signature & Seal of Contractor



The Vice President & Circle Head,
SBI Infra Management Solutions Pvt. Ltd. Circle Office,
3rd Floor SBI, LHO Building, BKC, Bandra East, Mumbai- 400 051.

Dear Sir,

PROPOSED CIVIL WORK FOR ACHALPUR BRANCH,

Having examined the terms & conditions, drawings, specifications, design 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 and affecting the quotation, I/We hereby offer to execute the works specified in the said memorandum within the time specified in the said memorandum on the item rate basis mentioned in the attached schedule and in accordance in all respect with the specifications, design, drawings and instructions in writing referred to in conditions of Tender, the articles of agreement, conditions of contract and with such conditions so far as they may be applicable.

MEMORANDUM

(a)	Description of work	PROPOSED CIVIL WORK FOR ACHALPUR BRANCH
(b)	Earnest Money	Rs. 12000/- (Rs. Twelve thousands only) by means of Demand Draft / Pay Order from any scheduled Nationalized Bank drawn in favour of SBI Infra Management Solutions Pvt. Ltd. and payable in Mumbai.
(c)	Time allowed for completion of work from the date of issue of work order.	3 (Three) months from the date of commencement as per tender.

Should this tender be accepted, I/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 SBIIMS PVT.LTD., the amount mentioned in the said conditions.

I/we have deposited Demand Draft / Banker's Cheque / FDR for a sum of **Rs. 12000/- (Rs. Twelve thousands only)** as Earnest money deposit with the SBI Infra Management Solutions Pvt. Ltd. Should I/we do fail to execute the contract when called upon to do so, I/we hereby agree that this sum shall be forfeited by me/us to SBI Infra Management Solutions Pvt. Ltd.

We understand that as per terms of this tender, the SBIIMS Pvt. Ltd. may consider accepting our tender in part or whole. We, therefore, undertake that we shall not raise any claim / compensation in the eventuality of Bank deciding to drop any of the work from the scope of work of this tender at any stage during the contract period. Further, we also undertake to execute the work entrusted to us in phases on our approved rates and within the stipulated time limit without any extra claim for price escalation as provided for in Clause 11.1.7 and 11.1.8 "Instructions to Tenderers" of this tender.

We, hereby, also undertake that, we will not raise any claim for any escalation in the prices of any of the material during the currency of contract/execution/completion period.

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Signature & Seal of Contractor



43 of 70

Yours faithfully,

Signature of contractorWith Seal

**Ashfaque Ahmed Consultancy Services
Private Limited**

Signature & Seal of Contractor



INDEX

PROFORMAS OF VARIOUS TESTS

TABLEN.O.	DESCRIPTION	PAGE NO.
1	Record of Cement/Received/Used/Balance.	
2	Proforma of Paint/Lead/CICO Register.	
3	Bank for Reinforcement Bars Received.	
4	Proforma for Register of Material of Site Account.	
5	Proforma for Account of Secured Advance Register.	
6	Proforma for Bulkage Test of Sand Register.	
7	Proforma for Silt Test Register.	
8	Proforma for Sieve Analysis of Fine Aggregate Register.	
9	Proforma for Sieve Analysis of Coarse Aggregate Register.	
10	Proforma for Slump Test Register.	
11	Proforma of Cube Test Register.	
12	Proforma for Hindrance to Work.	
13	Proforma for Running A/c. Bill.	
14	Account of Secured Advance if Admissible on Materials Held at Site by the Contractors	
15	Memorandum for Payment.	



TABLE-IV

PROFORMA FOR REGISTER OF MATERIAL AT SITE ACCOUNT

Name of Work :

Name of Article :

Name of Contractor :

Estimated Requirement :

Agreement No. :

Issue Rate :

Date of Receipt	Received from/Issued to (with Ret. To So/Indent)	Receipt	Issue	Balance	Initials of Contractor	Initial of Bank's/Architect's representative	Remark
1	2	3	4	5	6	7	8

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**PROFORMA FOR REGISTER OF MATERIAL AT SITE ACCOUNT**

Name of Work :

Name of Contractor :

Agreement No. :

Description of Material	Qty.outstanding from previous Bill	Deduct Qty.utilised inworks measured since previous bill	Qty.outstanding & Qty.brought to site since previous bill	Signature of Site Engineer	Signature of Contractor	Initial of Bank's/ Architect's Representative	Remark
1	2	3	4	5	6	7	8

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TABLE-XII

PROFORMA FOR HINDRANCE TO WORK

Name of Work :

Date of Start of work :

Name of Contractor :

Period of Completion :

Agreement No. :

Dt. of Completion of work :

S.No.	Nature of Hindrance	Date of Occurrence of Hindrance	Date of which Hindrance was removed	Period of which Hindrance existed	Signature of Site Engineer	Signature of Bank / Architects Representative
1	2	3	4	5	6	7

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TABLE - XIII

PROFORMA FOR RUNNING A/C BILL

i. Name of Contractor / Agency :

ii. Name of Work :

iii. Sl.No. of this Bill :

iv. No. & Date of previous Bill :

v. Reference to Agreement No. :

vi. Date of Written order to commence :

vii. Date of Completion as per Agreement :

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

Upto Previous R.A. Bill		Up Date (Gross)		Present Bill		Remarks
Quantity	Amount(Rs.)	Quantity	Amount(Rs.)	Quantity	Amount(Rs.)	
6		7		8		9

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Note: 1. If part rate is allowed for any items, it should be indicated with reasons for allowing such a rate.
2. If ad-hoc payment is made, it should be mentioned specifically.

Net Value since previous bill

CERTIFICATE

The measurements on the basis of which the above entries for the Running Bill No.----- were made have been taken jointly on ----- and are recorded at pages ----- to ----- of measurement book No. -----.

Signature and
date of Contractor

Signature and
date of Architects
Representative (Seal)

Signature and
date of Site Engineer

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

Architect

Signature and
date of Site Engineer

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**CERTIFIED:**

(i) That the materials mentioned above have actually been brought by the Contractor to the site of the work and on advance on any quantity of any of this item is outstanding on their security.

(ii) That the materials (are of imperishable nature) and are all required by the Contractor for use in the work in connection with the items for which rates of finished work have been agreed upon.

Dated Signature of
Site Engineer
Preparing the bill
Rank -----

Date signature of
Banks Architects -----
(Name of the Architects)

Dated Signature of
the Contractor -----

MEMORANDUM FOR PAYMENT

TABLE - XV

R/A BILL NO.

1	Total value of work done since previous bill (A)	Rs. -----
2	Total amount of secured advance due since Previous Bill (B)	Rs. -----
3	Total amount due since Previous Bill (C) (A+B)	Rs. -----
4	PVA on account of declaration in price of Steel, Cement and other materials and labour as detailed in separate statements enclosed.	Rs. -----
5	Total amount due to the Contractor	Rs. -----

OBJECTIONS:

i Secured Advance paid in the previous R/A Rs. -----

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ii	Retention money on value of works as per accepted tenders upto date amount	Rs. -----
iii	Less already recovered	Rs. -----
	Balance to be recovered	Rs. -----
	Total amount due to the Contractor	Rs. -----
iii)	Mobilization Advance, if any	Rs. -----
(a)	Outstanding amount (principal + interest) as on date	Rs. -----
(b)	To be recovered in this bill	Rs. -----
iv	Any other Departmental materials cost to be recovered as per contract, if any	Rs. -----
v	Any other Departmental service charges to be recovered if any, as per contract (water, power etc.) enclose statement.	Rs. -----
	Total Deduction as per contract (F)	Rs. -----
	Adjustments, if any ----- Amount less received by Contractor in - ----- R/A Bill (as per statement of Contractor)	Rs. -----
	P.V.A.	Rs. -----
	Total amount payable as per contract (E+F+G)	Rs. -----
	(Rupees ----- (in words)	Rs. -----

The bill amount to Rs. ----- (both figures and words) has been scrutinized by us after due checking of the measurements of work as required and is recommended for payment.

Date: -----

Signature of Architect with Seal

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Signature & Seal of Contractor



The bill amount to Rs. ----- certified by Consultants has been scrutinized by me after due test checking of measurements of works as required and is recommended for payment for an amount of Rs. ---
-----.

Date : -----

Signature of Owners Engineer

STATUTORY DEDUCTION:

i) Total Amount due (E)	Rs. -----
ii) Less I.T. Payable	Rs. -----
iii) Less S.T. Payable	Rs. -----
Net Payable	Rs. -----

This figures given in the Memorandum for payable has been verified and bill passed for payment -----
----- (in words and figures)

Date: -----

Signature of the M.D. & C.E.O.

LIST OF APPROVED MATERIAL AND MAKES OF ITEMS

(THE MAKE LISTED BELOW SHOULD BE FIRST APPROVED BY THE BANK BEFORE USE IN CONSTRUCTION)

1	CEMENT (53 Grade)	Ultratech, Lafarge, jaypee, diamond, acc, modi or equivalent White Cement Birla white, JK White
2	STEEL FOR REINFORCEMENT	TESTED STEEL OF RATHI, TATA OR MAGNUM (TMT STEEL)
3	BRICKS	GHOLE BRICKS OF METRIC SYSTEM
4	WOOD	FIRST CLASS C.P. TEAK UNLESS OTHERWISE SPECIFIED.
	SOFT WOOD	KAIL WOOD, HOLLOCK
5	BITUMIN	SIP OR ANY OTHER I.S.I MARKED BRAND
6	ALUMINUM SECTION	HINDALCO, INDAL OR JINDAL
7	EXTERNAL PUTTY	BIRLA WALL CARE
8	External paints	ASIAN, BERGER, SHALIMAR, ICI
9	STEEL PRIMER	ASIAN, BERGER, SHALIMAR, ICI

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10	SYNTHETIC ENAMEL PAINT	APCOLITE, NAROLAC, DULUX ICI
11	CEMENT PAINTS FOR EXTERIOR FINISH	SNOWCEM PLUS, SUPER INDOCEM, ICI CEMPLUS
12	WATER PROOFING COMPOUND	CICO, CHOK SEYS, PIDILITE ROFF, SUNANDA, CHEMISTIK
13	BUTT HINGES	I.S.I MARKED HINGES
14	FACTORY MADE SHUTTERS	ARCHID, DURO, SWASTI, RAMA (FLUSH DOORS)
15	PVC DOOR SHUTTERS	SINTEX, SPLENDOR, GODREJ OR EQUIVALENT
16	GALVANISED STEEL SHEETS	TATA, JINDAL, HINDALCO OR EQUIVALENT
17	GALVALUMN SHEETS	TRAC, KIRBY, CRIL
18	C.I. PIPES AND FITTINGS	B.I.C, HEPKO, NECO OR EQUIVALENT.
19	G.I. PIPES	G.S.I. AMBICA, ZENLTH, TATA OR EQUIVALENT.
20	BRASS C.P. FITTINGS	PLUMBER, L&K, K.B., TECHNO OR EQUIVALENT
21	GUN METAL VALVES	LEADER, SANT OR EQUIVALENT
22	E.W.C., O.W.C., PANS WASH BASINS, URINALS	HINDUSTAN, PARRYWARE, CERA,
23	E.W.C SEATS	COMMANDER, PATEL OR EQUIVALENT
24	FLUSHING SYSTEM	OVERHEAD C.I. FLUSHING TANK A-1, JAMCO OR EQUIVALENT LOW DOWN FLUSHING SYSTEM PARRY, HINDUSTAN, SANITARYWARE, CERA
25	WATER METER	ANAND, ASAHI, KAYCEL, KAPSTAN OR EQUIVALENT
26	ASBESTOS CEMENT PIPES AND	LOCALLY AVAILABLE APPROVED MAKE FITTINGS
27	PIGMENTS	TATA, SHALIMAR
28	PVC PIPES	ASTRAL, SUPREME, PREMIER
29	CPVC PIPES	ASTRAL, SUPRME, PREMIER
30	FIRE FITTINGS SLUICE & NRV	KIRLOSKAR / KALPANA
31	CEMENT BOARDS/ PARTIAL BOARDS	BISON BOARDS, NUWUD, EVEREST
32	MORTICE LOCK, HANDLE	GODREJ, DOORSET
33	DOOR CLOSERS, FLOOR SPRINGS	EVERITE, DOORKING, HARDWYN, OZONE
34	FLOORING TILES	KAJARIA, SIMPOLO, NAVEEN, SOMANY, JOHNSON, RAK
35	M.S. BRASS SCREWS	NATTLE FOLD
36	MILD STEEL FOR FABRICATION	TATA, SAIL OR EQUIVALENT
37	FLUSH DOOR SHUTTERS	ISI MARK AS PER SAMPLE APPROVED

LIST OF MATERIALS OF APPROVED BRAND AND THEIR MANUFACTURERS

1	VITRIFIED Tiles	Kajaria/Somany/ H.R.Johnson/ Nitco/Simpolo
2	Ceramic wall Tiles	Kajaria/Somany/ H.R.Johnson/ Nitco/Simpolo,
3	Ceramic floor Tiles (antiskid)	Kajaria/Somany/ H.R.Johnson/ Nitco/Simpolo

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4	False Flooring	Unifloor /Flexi Access Floor/Armstrong/ GYPSTEEL ULTRA / US BORAL.
5	Wooden Laminated Flooring	Pergo/Tiles/ Xylos / Armstrong/Vista.
6	GI SUPPORT SYSTEM FOR PLAIN FALSE CEILING.	GYPSTEEL ULTRA / US BORAL
7	GI DRY WALL PARTITION SYSTEM.	GYPSTEEL / US BORAL / FRAME WORK / RONDO / BMS.
8	GYP SUM / PLASTER BOARDS	GYPBOARD / LAGYP
9	GI SUPPORT SYSTEM FOR GRIDCEILING	ARMSTRONG / GYPSTEEL ULTRA / US BORAL
10	Aluminum Fittings	Jindal/Hindalco/MAAN
11	Aluminum Extrusion Sections	Jindal/Hindalco/MAAN
12	Commercial Plywood	Century/Green/Archid/Kit ply/ Anchor-Sevak/Vi Ply/Associate Ply
13	Laminates (1.00mm thk.)	Royale touch/Century / Green lam/ Archid/Airolam/Asus/Euro/Sunmica/Formica
14	Veneer	Century / Durian /Green
15	Drawer Sliding Fittings	Earl Bihari (EBCO)/ Godrej/ Hettich/Heffle
16	Floor Spring / Door Closure	Godrej /Hardwyn /Hyper/ DOORSET / STERLING/DORMA / OZONE
17	Triple Computer monitor mount/stand arm	Vivo/ Dell/ HP
18	Flush Door	Century/ Anchor/Archid/Kit ply/DURO/ EGG WOOD/MAYUR / RAMA
19	Texturized Interior Paint	Sandtex Matt/ Dulux/ Berger.
20	Readymade Computer Drawer	Ebco/ Hettich/ Blum
21	Paints	Asian/ Nerolac/ Berger/Dulux
a)	Cement paint	Snowcem/ Surfacem/ Durocem.
b)	Synthetic Enamel Paint	Asian/ Nerolac/ Berger/Dulux.
c)	Acrylic Emulsion Paint (Interior and Exterior)	Asian/ Nerolac/ Berger/Dulux
22	Glazing	SAINT GOBAIN / GUJRAT GUARDIAN / PILLINKTON / TRIVENI/ MODIFLOAT / ASAHIFLOAT
23	Cement	Grade 43/53 of L. & T., A.C.C., Rajashree, Ambuja.
24	Fibre Mineral False Ceiling	Armstrong /Indian Gypsum Board/Gyproc.
25	ACP Panels	Aluco bond/ ALU Décor/ Alstrong/Alstone
26	Acrylic Sheets	Sanmati Acrylics/Acrylic Sheet India/ Acry Plus
27	Vertical/Roller blinds	Vista/MAC/DACK
28	Block Boards	Century ply/Green Ply/Kit Ply/VI PLY

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29	ADHESIVES.	MOVICOL / FEVICOL SH / ARALDITE
30	ACRYLIC SOLID SURFACE.	LG Hausys, HI - MACS / DUPONT - MONTELLI / MERINO – HANEX / LOTTE - STARON

NB. 1) The contractor should obtain prior approval from Employer / Consultants before placing order for any specific materials. Employer may / delete any of the makes or brands out of the above list.

2). All materials should conform to relevant standards and codes of BIS.

3) Materials with I.S.I. mark shall be used duly approved by the SBIIMS Engineer / Architect.

4)

Note: - If any material is found to be not up to the mark, the contractor will have to produce original bills/certificate from the manufacturer or his authorized Distributor for authenticity and genuineness of the material for consideration and as per make approved by the SBIIMS. The same will not be considered for payment.

MODE OF MEASUREMENT

1. Unless otherwise stated, all pipes shall be measured net, length as laid and measured overall fittings, such as bends, junctions, etc., and given in running meters. The length shall be taken along the center line of the pipes and fittings.
2. Length of fittings viz, taps, valves, traps etc., which are paid under appropriate items shall not be re-measured under linear measurements as enumerated above.

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3. Soil waste and vent pipes shall be measured along the center line of the stack including the connecting bends/tees to W.C. Pan, Nahani trap, etc. and shall be paid as enumerated above.
4. W.C. Pans, Lavatory basins, Sinks, Drain boards, Urinals, Mirrors, Glass shelf Toilet paper Holder, shall be measured by number and shall include all accessories as enumerated in detail specification under each item.
5. Unless otherwise specified, all types of taps, valves, etc., shall be measured by number and paid separately.
6. Manholes, inspection Chambers, Gully traps, etc. shall be constructed according to detail specification and measured by number and paid separately. The depth of Manhole shall mean the vertical distance from the top of the Manhole cover to the outgoing invert of the main drain channel.
7. Water meter shall include Y strainer and other appurtenances required by the local bodies and shall include brick masonry chamber, etc., as per detailed specifications and item shall be measured by number and paid for accordingly or as per schedule of quantity.

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P R E A M B L E T O S C H E D U L E O F Q U A N T I T I E S

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Note: While quoting rates for each item of work, the contractor shall include for the following irrespective whether it has been mentioned or not in the description of the item without any extra claim / payment.

1. All unexposed surfaces of timber (any variety) used shall be treated with necessary coats of wood preservative.
2. All exposed surfaces of timber (any variety) shall also have necessary coat of wood primer / putty and paint / polish as per description in the item.
3. Before making bulk quantities, the contractor shall make each of the item as sample and get it approved in writing from the consultants minor modification if and as suggested by the consultant the same shall have to be incorporated without any extra cost.
4. All exposed edges of ply board shall be fixed with cedar / teak wood lipping.
5. All fabrics / leatherite to be used shall cost Rs. 300/- per meter unless otherwise specified in the item.

Difference in cost for approved sample shall be adjusted accordingly.

6. For furniture item where required whether mentioned or not shall be include providing an fixing of Brass / Power coated handles / knobs multipurpose locks, mini tower bolts, ball catchers, hinges, screws and sliding rails etc.
7. Back of all storage, cabinets, and consoles shall be in 6mm commercial ply only.
8. Thickness of laminates to be used shall be 1 mm except where specified.
9. Anti-termite treatment is to provide for all wood / board / ply used in the storage.

SECTION – A: MATERIALS

- 1) Material shall be of best approved quality obtaining and they shall comply with the respective Indian Standard Specification.
- 2) Samples of all materials shall be got approved before placing order and the approved sample shall be deposited with the Architect.
- 3) In case of non-availability of materials in metric sizes the nearest size in FPS units shall be provided with prior approval of the Architects for which neither extra will be paid nor shall any rebates be recovered.
- 4) If directed, materials shall be tested in any approved Testing Laboratory and the test certificates in original shall be testing including charges for repeated tests, if ordered, shall be borne by the Contractor.
- 5) It shall be obligatory for the Contractor to furnish certificate, if deemed by the Architects, from manufacturer or the material supplier that the work has been carried out by using their material and as per their recommendations.
- 6) All materials supplied by the Employer / any other Specialist Firms shall be properly stored and the Contractor shall be responsible for its safe custody until they are required on the works and till the completion of the work.
- 7) Unless otherwise shown on the Drawings or mentioned in the "Schedule of Quantities" or special specification, the quality of materials, workmanship, dimensions, etc., shall be as specified as hereunder.
- 8) All equipment and facilities for carrying out field tests on materials shall be provided by the Contractor without any extra cost.

a) **Timber :**

Timber shall be well seasoned and of the best quality Indian Teak of specified species viz., Dandeli, Balarshah, Malabar, C.P.

Timber shall be considered as well seasoned, if its moisture content does not exceed the following limits.

- a) Timber for frames 14%
- b) Timber for planking, shutters, etc. 12%

The moisture content of timber shall be determined according to method described in paragraphs 4 of IS:287 for Maximum permissible moisture content of timber used for different purpose in different climatic zones.

In measuring cross-sectional dimensions of the frame pieces tolerance upto 1.5mm. shall be allowed for each planed surface.

b) **Superior quality Indian Teak Wood :**

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Superior quality Indian Teakwood means Dandeli, Balarshah, and Malabar Teak. It shall be of good quality and well seasoned. It shall have uniform colour, reasonably straight grains, and shall be free from large. Loose, dead knots, cracks, shakes, warp, twists, bends, borer holes, sap-wood or defects of any kind. No individual hard and should knot shall be more than 1 cm. in diameter and aggregate areas of all knots shall not exceed ½% of area of the piece. There shall not be less than 6 growth rings per 2.5 cm. width.

c) **1st Class Indian Teakwood :**

1st Class Indian Teakwood means C.P. and Bulsar teak of good quality and well seasoned. It shall have uniform colour, reasonably straight grains and shall be free from large. Loose dead knots, cracks, shakes, warp, twists, bends, sap-wood or defects of any kind. No individual hard and should knot shall be more than 2.5 cm. in diameter and aggregate areas of all the knots exceed 1% areas of the piece. There shall not be less than 5 growth rings per 2.5 cm. width.

d) **2nd Class Indian Teakwood :**

Shall be similar to first class Indian teak wood except that knot upto 4 cm. diameter and aggregate area of all knots upto 1 ½% of the area of the piece shall be allowed. There shall not be sapwood upto 15% is allowed.

e) **Flush Doors :**

All flush doors shall be solid core exterior grade unless otherwise specified and it shall generally conform to IS:2202 and shall be fabricated as described under specification.

f) **Steel Windows and Doors :**

Steel windows and doors shall be fabricated of steel sections conforming to IS:226. They shall conform to IS 1038. Unless otherwise specified the details of construction etc., shall be as described under specification.

g) **Glazing :**

Glass used for glazing shall be float glass of best quality, free from flaws, specks bubbles and shall be 2.9 mm. thick upto 0.60 x 0.60 mm. size and for larger size it shall be 4 mm. thick unless otherwise specified in the Schedule of Quantities.

The following type of glasses shall be used:-

- 1) For Office Building .. Clear glass or as specified in the Schedule of Quantities.
- 2) Office (toilets) Clear or frosted
- 3) Partitions Frosted

h) **Paints :**

Lime for lime wash, dry distemper, oil bound distemper cement primer, oil paint, enamel paint, flat oil paint, plastic emulsion paint, anti-corrosive primer, red lead, water-proof cement paint and exterior grade Acrylic Emulsion paint, cement paint, sand-tex matt shall be from an approved manufacturer and shall conform to the latest Indian Standard for various paints. Ready mixed paints as received from the manufacturer without any admixture shall be used, except for addition of thinner, if recommended by the manufacturer.

SECTION – B: MODE OF MEASUREMENTS

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The method of measurement for various items in the tender shall be generally in accordance with the IS: 1200 subject to the items for which the mode of measurements are not given under or elsewhere in the tender.

- 1) **Wood Work:**
All work shall be measured net as fixed. No extra measurement will be given for shape, joints, splayed meeting styles of doors and windows and shall be measured in unit of square meters. Area over the face inclusive of exposed frame thickness (excluding width of cover mould) shall be measured in case of door, windows and ventilators when frames are included in the item. Portions embedded in masonry or flooring shall not be measured. Where frames are measured separately mode of measurement shall be as per C.P.W.D. practice or IS: 1200.
- 2) **Steel doors, windows, ventilators, louvers:**
Clear area over one face inclusive of exposed frame shall be measured. Holdfasts or portions embedded in masonry or flooring shall be measured.
- 3) **Steel rolling shutters and rolling grilles:**
Clear width between side jambs and clear height between floor and bottom of lintel / beam shall be measured. Hood shall not be measured separately. The rate should be inclusive of the cost of hood.
- 4) **Painting, White washing, colour washing and distemping:**
All painting work shall be measured in square meters. Net area of surface painted shall be measured. No deductions will be made for unpainted surfaces of ends of joists, beams, posts etc., and opening not exceeding 0.5sq.m. each and no additions shall be made for reveals, jambs, soffits, sills, etc., of these openings. Full deductions will be made for door, window and ventilator from each side with adding jambs for door, window and ventilator. No coefficient will be considered for painting over sponge finished or sand faced plaster.

The following multiplying factors for obtaining equivalent areas shall be adopted.

No.	Description of works	How measured	Multiplying Factor
a)	Wood paneled framed ledged, braces and battened.	Measured flat (not girthed) including frame, edges, chawkats, cleats, etc., shall be deemed to be included in the item.	1 1/8 (for each side).
b)	Wood flush part paneled and part.	-- do -- glazed or gauzed.	1 (for each side).
c)	Fully glazed or gauzed or glazed louvered ventilator window / door.	-- do --	1/4 (for each side).
d)	Fully venetioned of louvered (not with glazing).	-- do --	1 1/2 (for each side).
e)	Weather boarding.	Measured flat (not girthed supporting frame work shall not be measured separately).	1 1/8 (for each side).

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f)	Trellis (or Jaffri) work oneway or two way.	Measured flat overall, no deduction shall be made for opening (supporting members shall not be measured separately)	1 (for each side).
g)	Guard bars, balustrades, gratings, grille railings, grille partitions, etc.	--- do ---	1 (for painting all over).
h)	M.S. gates & open palisades fencing, door including standards, braces, rails, stays, etc.	See note below	1 (for painting over all).
i)	Steel rolling / alligator type shutters.	Measured flat over jambs, guides, bottoms, rails and locking arrangement etc. shall be deemed to be included in the item.	1 ¼ (for each side).
j)	Carved or enriched work.	Measured flat.	2 (for each side).
k)	Fully glazed or gauzed steel windows or partitions.	Measured flat.	1 ¼ (for all over).

Note :

The height shall be taken from the bottom of the lowest rail, if the palisades do not go below it (or from the lower end of the palisades, if they project below the lowest rail) up to the top of the palisades, but not up to the top of the standards, if they are higher than the palisades. Similarly for the gates, depth of roller shall not be considered while measuring the height.

Area painted over sand cement plaster, sponge finished / sand faced plaster / rough cast plaster area painted without considering any coefficient for painting over sand faced plaster

WOOD WORK

Timber used shall conform to specifications described under Materials, Doors, Windows, Ventilators, walls, Paneling, False Ceiling, etc., shall be in accordance with Architect's drawing in every detail and all joiner's work shall be accurately set out, framed and finished in a proper workman-like manner, frames of doors, windows and ventilators etc. and shutter styles and rails shall be best solid teak of quality specified in the schedule of quantities. The scantlings shall be accurately planed smooth, rebates, rounding and mouldings shall be made as shown on the drawings, patching or plugging of any kind shall not be allowed. Joints shall be simple, neat and strong. Framed joints shall be coated with suitable adhesive like glue or synthetic resin before the frames are put together. All mortice and tenon joints shall be fit and fully and accurately without wedging or filling. The joints shall be pinned with hard wood or bamboo pins of 10 mm. to 12 mm. dia. or rust resisting star shaped metal pins 8 mm. after the frames are put together and pressed in

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position by means of press. The frames are put together and pressed in progress of work by suitable boxing. All portions of timber abutting against or embedded in masonry or concrete shall be treated against termites by giving a coat of any approved wood preservative.

Unless otherwise specified all doors frames shall have six M.S. flat holdfasts and window frames shall have four holdfasts shall be provided to the ventilators, if directed. Size of holdfasts shall be 30 mm. x 40 mm. x 6 mm. M.S. flat bent to shape worth fish tail end and it shall be fixed to frame with sufficient number of screws as directed. When door / window frames are to be fixed to R.C.C. column or R.C.C. wall, holdfasts shall be substituted by suitable arrangements such as coach crews, rawl bolts etc., to secure frames to R.C.C. column or R.C.C. wall as directed by the Architect.

Frames and shutter shall not be painted or erected before being approved by Architect.

Paneled Shutter :

Panels shall be of pattern and size as shown on the drawings or as directed by Architect. Solid teak wood panels shall be in one piece wherever possible. Where two or more pieces are permitted, they shall be of equal width. Panels shall be framed into grooves made in styles and rails to the full depth of groove and faces shall be closely fitted to sides of groove.

Where panels specified are block board, it shall be solid core with teak internal lipping and of approved make.

Partly paneled and partly glazed shutter shall be similar to paneled shutters except that such parts as are directed shall be glazed with plain or ground glass as specified. Styles and rails shall be rebated 12 mm. to receive glass. Sash bars shall be moulded and rebated and mitered on sides to receive the glass which shall be fixed with putty and beads.

Hardware Fittings :

Unless otherwise specified all hardware fittings and fixtures shall be supplied by the employer free of charge. However, the cost of fixing fittings shall be included in the rate quoted. The fixing shall be done in the best workman-like manner in accordance with the manufacturer's specifications. The Contractor shall be held responsible for working of all moving parts dependent on proper fixing. He will also be responsible for any breakage due to negligence during fixing or lack of protection before the building is handed over. The Contractor shall also take delivery of all hardware fittings etc., as and when supplied and arrange for safe storage etc.

Hardware required for fixing false ceiling, wall paneling etc., shall be arranged by the Contractor at his cost. Apart from the hardware fittings required for the joinery items, the Contractor shall have to fix all other items of hardware fittings to be supplied by the employer viz. coat / picture hooks, numerals, letters to denote buildings, hanging rod etc., as directed by the Architects.

Painting and polishing of wood work shall be as per specifications under respective heads.

Flush Doors :

All flush doors shall be solid core unless otherwise specified. It shall conform to the relevant specifications of I.S. 2202 and shall be obtained from approved manufacturers. The finished thickness of the shutter shall be mentioned in the items. Face veneers shall be of the pattern and colour approved by the Architect and an approved sample shall be deposited with the Architect for reference.

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The solid core shall be wood laminae prepared from battens of well seasoned and treated good quality wood having straight grains. The battens shall be of uniform size of about 2.5cm. width. These shall be properly glued and machine pressed together, with grains of each piece reversed from that of adjoining one. The longitudinal joints of the battens shall be staggered and no piece shall be less than 50 cm. in length. Alternatively, the core shall be of solid teak particle board. Edges of the core shall be lipped internally with 1st class teak wood battens of 4 cm. (1.5") minimum depth, glued and machine pressed along with the core.

The core surface shall then have two or three veneers firmly glued on each face. The first veneer (called cross band) shall be laid with its grains at right angles to those of the core and the second and the third veneers with their grains parallel to those of the core. The under veneers shall be of good quality, durable and well seasoned wood. The face veneers shall be of minimum 1 mm. thickness and of well matched and seasoned 1st class teak, laid along with grains of the core battens. The combined thickness of all the veneers on each face shall not be less than 4 mm. Thermosetting synthetic resin conforming to I.S.303 or moisture-proof plywood grade MPF.I. shall be used in manufacture. In addition to internal lipping all doors shall have external lipping all round.

STEEL DOORS, WINDOWS, VENTILATORS **ROLLING SHUTTER, M.S. GRILLES ETC.**

Steel used in the manufacture of rolled steel sections shall not have more than 0.060 percent of sulphur and 0.065 per cent of phosphorus. The carbon content shall not exceed 0.30 per cent and shall be of weldable quality. In all other respects, the rolled steel sections shall conform to I.S. 226-1955 and I.S. 1977-1962.

Frames shall be square and flat. Both the fixed and openable frames shall be constructed of sections which have been cut to length, mitred and electrically welded at corners. Subdividing bar units shall be tenoned and rivetted into the frames. All frames shall have the corners welded to a true right angle and welds shall be neatly cleaned off. Couplings, moulding and weather bar shall be provided as directed by the Architects.

Outer frames shall be provided with fixing holes centrally in the web of the sections and fixing screws and lugs shall be used for fixing the frame to masonry. Mastic cement shall be used for making the joints watertight.

Hinges shall be strong projecting type. If directed friction type hinges shall be used in which case windows shall not be fitted with peg stays.

Projecting type hinged shutter shall be fitted with bronze or brass peg stays, 30 cm. long with peg and brackets welded / rivetted to the frame or as stated under item. All windows shall be provided with handles of brass or bronze or otherwise as stated under them.

Top hung ventilators shall be fixed with plain hinges rivetted / welded to the fixed frame. A brass or bronze peg stay 30 cm. long as in windows shall be provided or as stated under item.

Center hung ventilators shall be hung on two pairs of brass or leaded tin bronze cup pivots rivetted to the inner and outer frames of the ventilators to permit the ventilators to swing through an angle of approximately 85. The opening position of the ventilator shall be so balanced to keep it open at any

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desired angle under normal weather conditions. A bronzespring catch shall be fitted in the center of the top bar of the ventilator for the operation of the ventilator. This spring catch shall be secured to the frame with brass screws and shall close into a mild steel malleable iron catch plate rivetted or welded to outside of the outer ventilator frame bar. A brass cord pulley wheel in mild steel or malleable iron brackets shall be provided along with card eye.

The windows and ventilators shall be painted. All the steel surfaces shall be thoroughly cleaned free of rust, scale or dirt and mill scale by picking or phosphating and before erection painted with one coat of approved primer and after erection painted with two finishing coats of synthetic enamel paint of approved shade and quality.

Glazing of specified thickness shall be provided on the outside of frames and unless otherwise specified, metal beading of approved shape, and section shall be used for fixing glasses. Special metal sash putty of approved make shall be used, if directed.

Rolling Shutters :

Shall be of approved manufacture suitable for fixing in the position ordered i.e. outside, inside, on or below lintel or between jambs. Shutters upto 12 sqm. (130 Sq.ft.) in area shall be manually operated or Push Up type while bigger sizes shall be of reduction gear type mechanically operated chain or handles.

These shall consist of 8 gauge or as specified with 75 mm. (3") M.S. laths of best quality mild steel strips machine rolled and straightened with an effective bridge depth of 16 mm. (5/8") and shall have convex corrugation. These shall be interlocked together throughout their entire length with end locks. These shall be mounted on specially designed pipe shaft.

The spring shall be of approved make coiled type. These shall be manufacture from tested high tensile spring steel wire or strip of adequate strength to balance the shutters in position. The spring pipe, shaft etc., shall be supported on strong M.S. or malleable cast iron brackets.

Both the side guides and bottom rail shall be jointless and of single piece of pressed steel. Top cover of shaft, spring etc., shall be of the same material as that of lath.

For rolling shutter with wicket-gate, night latch shall be provided free of cost.

The shutter and cover etc., shall be painted with one coat of anti-corrosive paint and two coats of synthetic enamel paint of approved quality and shade.

Collapsible Steel Gate :

It shall consist of vertical double channels at 10 cm. centers. The sizes of channels T Section for top and bottom shall be as approved by the Architects. The gate shall be provided with necessary bolts, nuts, locking arrangements, stoppers and brass handles on both sides. The gate shall be painted with one coat of anti-corrosive paint before erection and two coats of synthetic enamel paint of approved quality and shade.

Wrought Iron Grilles :

Grilles shall be manufactured as per drawings and the welded joints shall be smooth. The grilles shall be painted with one coat of anti-corrosive paint before fixing and two coats of synthetic enamel paint of approved quality and shade.

Aluminium Doors, Windows, Ventilators & Partitions etc. :

These shall be obtained from approved and established manufactures and shall be of Aluminium alloy conforming to I.S. 733 and sections shall generally conform to I.S. 1948.

These shall be fabricated as per the details drawings,

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Frames for windows, ventilators etc., shall be square and flat. Both fixed and openable frames shall be constructed of section which have been cut to length, mitred and welded at corners. Sub-dividing bars shall be tenoned and rivetted into the frames. All frames shall have corners welded to a true right angle. For side hung shutters, hinges shall normally be of projecting type made of Aluminium alloy and rivetted / welded to frames. Handles, pegstays etc., or approved quality Aluminium or its alloy conforming to IS Specifications.

All types of shutters shall be fabricated, supplied and fixed as specified in the IS:1948. The rate shall include supplying and fixing all fittings and fixtures required for proper and safe operation.

The doors shall be fabricated by using standard aluminium alloy extruded sections as specified in IS:1948.

The rate shall include supplying and fixing all fittings and fixtures including approved locking arrangement as directed.

All aluminium fabricated work shall be anodised to the British Standard 1616:1961 to give an anodised film of 25 micron.

The Contractor shall take to stack the fabricated frames etc., on site under cover. They shall be handled with care, stacked on edge on level bearers and supported evenly. Before erecting, the frames coming in contact with concrete, masonry, plaster of dissimilar metal shall be coated with a coat of Zinc Chromate conforming to IS:104-1950. The Contractor shall cover all anodised finish work with a thick layer of clear transparent lacquer based on methacrylates or cellulose butyrate to protect the surface from wet cement during installation. This coating shall be removed on completion. Before handing over, the aluminium work shall be washed with mild solution of non-alkali soap and water.

Glazing :

Glazing shall be approved specially quality glass of specified thickness and unless otherwise directed it shall be provided the exterior with metal beading.

PAINTING

General:

Wherever scaffolding is necessary, it shall be double scaffolding.

The surface shall be thoroughly brushed free from mortar droppings and foreign matter. All steel work shall be cleaned of loose rust, mill scales etc. so as to expose the original surface. All broken edges, cracks, loose plaster and wavy surface shall be brought up either by patch plaster work or by plaster of paris.

All materials viz., dry distemper, oil bound distemper, oil paint, flat oil paint, synthetic enamel paint, plastic emulsion paint, cement primer, red lead and other primers and metallic paints shall conform to respective I.S. specifications and shall be obtained from approved manufactures. All paints shall be brought on site in sealed tins in ready mixed form and shall be applied direct with the addition of thinner, if recommended by the manufacturers.

White Washing:

White wash shall be prepared from lime slaked on spot, mixed and stirred with sufficient water to make a thin cream. This shall be allowed to stand for 24 hours and shall be screened through clean cloth. Four kg. gum dissolved in hot water shall be added to each cubic meter of the cream (115 gm. per cft.). Blue shall be added to give required whiteness. The approximate quantity of water to be added in making cream shall be five liters per kg. of lime.

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White wash shall be applied in specified coats by using flat brushes or spray pumps. Each coat shall be allowed to dry before next coat is applied. If additional coats than what have been specified, are necessary to obtain uniform and smooth finish, it shall be given at no extra cost.

The finished dry surface shall not show any signs of cracking and peeling nor shall it come off readily on the hand when rubbed.

If directed by the Architects one coat of chalk and glue shall be applied before application of white / colour wash at no extra cost.

Colour Wash:

Colour wash shall be prepared by adding mineral colours not affected by lime to whitewash. No colour wash shall be done until a sample of the colour wash to the required tint or shade has been got approved from the Architects.

Colour wash shall be applied as specified under white wash.

Dry Distemper :

Shade shall be got approved from the Architects before application of distemper. The surface shall be prepared as specified earlier. A primer coat using approved primer or sizing shall be applied. Distemper prepared as per manufacturer's directions shall be applied and each coat shall be allowed to dry before subsequent coat is applied. The finished surface shall be free from chalking when rubbed, even uniform and shall show no brush marks. If additional coats are necessary, they shall be given at no extra cost.

Oil Bound Distemper:

The surface shall be prepared as specified above. A primer coat of either cement primer or any approved distemper primer shall be applied.

After the primer coat has dried, the surface shall be lightly sand papered and dusted to make it smooth to receive distemper.

Distemper shall be prepared as per the directions of the manufacturer and conforming to shade approved. It shall be applied in specified coats, taking care to allow for drying of each coat before subsequent coats are applied.

Water-proof Cement Paint / Sand-tex matt Paint:

The surface shall be prepared as specified above and thoroughly wetted with clean water before water-proof cement paint is applied.

The paint shall be prepared strictly as per manufacturer's specifications and in such quantities as can be used up in an hour of its mixing, as otherwise the mixture will set and thicken, affecting flow and finish.

The paint thus prepared shall be applied on clean and wetted surface with brush or spraying machine. The solution shall be kept stirred during the period of application. It shall be applied on the surface which is on the shady side of the building so that the direct heat of the sun on the surface is avoided. The completed surface shall be watered after the day's work. Number of coats shall be as specified in the item.

Painting – Oil / Enamel / Plastic Emulsion etc. :

Ready mixed oil paint, flat oil paint, plastic emulsion paint, ready mixed synthetic enamel paint, etc., shall be brought in original containers and in sealed tins. If for any reason thinner is necessary, the brand and quantity of thinner recommended by the manufacturer or as instructed by the Architect shall be used. The surface shall be prepared as specified above and a coat of approved primer shall be applied. After 24

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hours drying approved or specified quality paint shall be applied evenly and smoothly. A filler putty coating may be given to give a smooth finish. Each coat shall be allowed to dry out thoroughly and then lightly rubbed down with sand paper and cleaned of dust before the next coat is applied. Number of coats shall be as specified in the item and if the finish of the surface is not uniform, additional coats as required shall be applied to get good and uniform finish at no extra cost. After completion no hair marks from the brush or clogging of paint puddles in the corners of panels, angles or mouldings etc., shall be left on the work. The glass panes, floor etc. shall be cleaned of stains.

When the final coat is applied, if directed, the surface shall be rolled with a roller or if directed, it shall be stippled with a stippling brush.

POLISHING AND VARNISHING

French Polishing :

French spirit polish shall be of an approved make conforming to IS:348. If it has to be prepared on site, the polish shall be made by dissolving 0.7 kg. of best shellac in 4.5 liters of methylated spirit without heating. To obtain required shade pigment may be added and mixed.

Surface shall be cleaned. All unevenness shall be rubbed down smooth with sand paper and well dusted. Knots, if visible, shall be covered with a preparation of red lead and glue. Resinous or loose knots and gaps shall be filled with season timber pieces and made level with rest of the surface. Holes and indentations on surface shall be filled with putty made of whiting and linseed oil. Surface shall be given a coat of filler made of 2.25 kg. of whiting in 1.5 liter of methylated spirit. When it dries, surface shall again be rubbed down perfectly smooth with sand paper and wiped clean.

Piece of clean fine cotton cloth and cotton wool made into shape of pad shall be used to apply polish. The pad shall be moistened with polish and rubbed hard on the surface applying the polish sparingly but uniformly and completely over the entire surface. It shall be allowed to dry and another coat applied in the same way. To give finishing coat, the pad shall be covered with a fresh piece of clean fine cotton cloth, slightly dampened with methylated spirit and rubbed lightly and quickly with a circular motion, till the finish surface attains uniform texture and high gloss.

Wax Polishing :

Wax polish shall either be prepared on site or obtained readymade from market. Polish made on the site shall be prepared from a mixture of pure bees wax, linseed oil, turpentine oil and varnish in the ratio of 2:1.5:1:1/2 by weight. The bees wax and the boiled linseed oil shall be heated over a slow fire. When the wax is completely dissolved the mixture shall be cooled till it is just warm, and turpentine oil and varnish added to it in the required proportions and the entire mixture is well stirred.

Surface shall be prepared as described under French polishing except that the final rubbing shall be done with sand paper which has been slightly moistened with linseed oil. Mixture or polish shall be applied evenly, with a clean cloth pad in such a way that no blank patches are left, and rubbed continuously for half an hour. When the surface is quite dry a second coat shall be applied in the same manner and rubbed continuously for an hour or until the surface is dry. Final coat shall then be applied and rubbed for two hours or more if necessary, until the surface has assumed a uniform gloss and is quite dry showing no sign of stickiness when touched. Gloss of the polish depends on the amount of rubbing, therefore rubbing must be continuous and with uniform pressure and frequent change in direction.

Varnishing :

Surface shall be prepared as described above. After preparation of surface, two coats of clean boiled linseed oil shall be applied at sufficient interval of time. After the linseed oil has dried two coats of varnish obtained from approved manufacturer shall be applied at sufficient interval of time. If the surface fails to produce the required gloss an additional coat shall be applied without any extra cost.

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TECHNICAL SPECIFICATIONS FOR INTERIOR MATERIALS

1. GENERAL

This specification is for work to be done, item to be supplied and materials to be used in the works as shown and defined on the drawings and described herein, all under the supervision and to the satisfaction of the Competent Authority. **Competent authority means Architects / Engineer in charge.**

- 1.1 The workmanship is to be the best and of high standard, use must be made of special trades men in all respects of the work and allowances must be made in the rates for doing so.
- 1.2 The materials and items to be provided by the contractor shall be approved by the Competent Authority in accordance with any samples which will be submitted for approval by Contractor and generally in accordance with the Specifications. Also if products are specified in the catalogue reference, the contractor will be required to obtain the approval of the Competent Authority before

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using a materials. The Contractor shall produce all invoices, vouchers or receipts for any material if called upon to do so by the Competent Authority.

- 1.3 Samples of all materials are to be submitted to the Competent Authority for approval before the Contractor orders or delivers the materials at site. Samples together with their packing are to be provided free of charge by the Contractor and should any materials be rejected, they will be removed from the site at the Contractor's expense. All samples will be retained by the Competent Authority for comparison with materials, which will be delivered at the site. Also, the Contractor will be required to submit specimen finishes of colours, fabrics etc. for the approval of the Competent Authority before proceeding with the work.
- 1.4 The contractor shall be responsible for providing and maintaining and boxing or other temporary coverage required for the protection of dresses or finished work if left unprotected. He is also to clean out all shelving's, out ends and other waste from all parts of the works before coverings or in-fillings are constructed.
- 1.5 Templates, boxes and moulds shall be accurately set out and rigidly constructed so as to remain accurate during they are in use.
- 1.6 All unexposed surface of timber e. g. false ceiling, backing fillets, backs of door frames, cupboard framing, grounds, etc. are to be treated with two coats of approved timber preservative before fixing or converging.
- 1.7 Only first class workmanship will be accepted. Contractor shall maintain uniform quality and consistency in workmanship throughout.

2. JOINERY:

- 2.1 Joinery is to be prepared immediately after the placing of the contract, framed up, bonded and wadded up. Any portions that are wrapped or found with other defects are to be replaced before wedging up. The whole of the work is to be framed and finished in a workmen-like manner in accordance with the detailed drawings wrought and wherever required, fitted with all necessary metal ties, straps, belts, screws, glue etc. Running beaded joints are to be cross-tongued with teak wherever 1(1/2) thick double cross tongued. Joiners work generally to be finished with fine sand/glass paper.
- 2.2 **Joints:** All joints shall be standard mortise and tenon, dowel, dovetail, and cross-halved. Nailed or glued butt joints will not be permitted, screws, nail etc. will be standard iron or wire of oxidized nettle fold tenon should fit the mortises exactly.
- 2.3 Nailed or glued butt joints will not be permitted except in exceptional cases with approval of Competent Authority.
- 2.4 Where screws shown on a finished surface, those will be sunk and the whole plugged with a wood plug of the same wood and grain of the finished surface will be neatly punched and the hole filled with wood filler to match the colour.
- 2.5 Should joints in joiner's work open, or other defects arise within the period stated for defect liability in the contract and the clause thereof, be deemed by the Competent Authority to be due such defective joinery shall be taken down, and refilled, redecorated and/or replaced if necessary and any work disturbed shall be made good at the Contractor's expense.

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- 2.6** Nails spikes and bolts shall be of lengths and weights approved by the Competent Authority. Nails shall comply with IS 1959-1960 or equivalent approved quality sample. Brass-headed nails are to comply with B. S. 1210. Wire staples shall comply with B. S. 1494 or equivalent.
- 2.7** The contact surface of dowels, tennons wedges etc., shall be glued with an approved adhesive.
- 3** Where glued, joinery and carpentry work is likely to come into contact with moisture, the glue shall be waterproof.
- 3.0** **HARDWARE AND METALS:**
The hardware throughout shall be of approved manufacture or supplier well made and equal to in every respect to the samples to be deposited with the Competent Authority. The contractor may be required to produce and provide samples from many different sources before the Competent Authority takes decision and he should allow his rates for doing so.
- 3.1** Fittings generally shall be brass oxidized, unless otherwise specified and shall be suitable for their intended purpose. In any case, it will have to be approved by Competent Authority before the Contractor procures it at site of work.
- 3.2** Screws are to match the finish of the article to be fixed, and to be round or flat headed or counter sunk as required.
- 3.3** The contractor should cover up and protect the brass and bronze surfaces with a thick grease or other suitable protective material, renew as necessary and subsequently clean off away on connection.
- 3.4** Aluminium and stainless steel shall be of approved manufacture and suitable for its particular application. Generally, the surface of aluminium shall have an anodized finish and both shall comply with the samples approved by the Competent Authority. All stainless steel sheets shall be 304 S. S. Japan or equivalent with gauge as specified but not thinner than 16G.
- 3.5** All steel, brass, bronze, aluminium and stainless steel articles shall be subjected to a reasonable test at the Contractor's expense.
- 3.6** All brazing and welds are to be executed in a clean and smooth manner rubbed down and left in the flattest and tidiest way, particularly where exposed.
- 3.7** Chromium plating shall be in accordance with I. S. Standard or as per approved specification for normal outdoor conditions and shall be on a base material of copper or brass.
- 4.0** **GLAZIER:**
- 4.1** All glass to be of approved manufacturer complying with IS 3548-1966 as per approved quality and sample to be of the selective qualities specified and free from bubbles, smoke, air holes and other defects.
- 4.2** Polished plate glass shall be "glazing glass" (G. G.) quality and that for mirrors shall be "silvering quality" (S.G.) conforming to IS 3438-1965 or as per approved sample and quality.
- 4.3** The compound for glazing to metal is to be a special non-hardening compound manufactured for the purpose and of a brand and quality approved by the Competent Authority.

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

5.0 PAINT AND POLISHES:

- 5.1** All material required for the works shall be of specified and approved manufacturer, delivered to the site in the manufacturer's container's name or trade mark with a description of the contents and colour. All materials are to be stored on the site.
- 5.2** Spray painting with approved machines will be permitted only if written approval has been obtained from the Competent Authority prior to painting. No spraying will be permitted in the case of priming coats nor where the soiling of adjacent surfaces is likely to occur. The pressure and speed to be so operated as to give an even coating throughout to the satisfaction of the Competent Authority. The paint used for spraying is to comply generally with the specification concerned and is to be specially prepared by the manufacturer for spraying. Thinning of paint made for brushing will not be allowed.
- 5.3** Wood preservative shall be Solignum or other equal and approved impregnating wood preservative and all concealed woodwork shall be treated with wood preservative.
- 5.4** All brushes, tools, pots, kettles etc. used in carrying out the work shall be clean and free from foreign matter and are to be thoroughly cleaned out before being used with a different type of class of materials.
- 5.5** All iron or steel surfaces shall be thoroughly scraped and rubbed with wire brushes and shall be entirely free from rust, mill scale etc. before applying the priming coat.
- 5.6** Surfaces of new wood work which are to be painted are to be rubbed down, cleaned, and to the approval of the Competent Authority.
- 5.7** Surfaces of previously painted woodwork which are to be painted are to be cleaned down with soap and water, detergent solution or approved solvent to remove dirt, grease etc. Whilst wet the surfaces shall be flattened down with a suitable abrasive and then rinsed down and allowed to dry. Minor areas of defective paint shall be removed by scraping back to a firm edge and the exposed surface touched in with primer as described and soaked with putty. Where woodwork has been previously painted or polished and it is to be newly polished, with scraping, burning off or rubbing down and making surface properly.
- 5.8** Surfaces of previously painted metal which are to be painted are to be cleaned down and flattened down as described in surfaces of any rust and loose scale shall be removed completely by chipping, scraping and wire brushing back to the bare metal and touched in with primer as described.

5.0 UPHOLSTERY:

- 5.1** This will be of first class standard workmanship with webbing, no-sag springs, coiled springs, padding and filling as specified on drawing. Covering fabrics will be seen, tufted, and corded as shown on the drawing and as approved by the Competent Authority.

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5.2 Cushion Vents: Brass “cushion Vents” should be installed at the back or under sideor seat cushions (especially those covered in leather vinyl plastic or very tightly wovenfabric) to allow air to escape easily and to prevent torn seems.

5.3 Materials: Finished timber shall be of the type specified. Furnishing fabrics, colour,pattern, substance to be as specified, no variations of this will be permitted unless withprior approval of the Competent Authority.

6.0 POLISH:

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

Preparation:

The timber must be well sanded and cleaned and the grain filled with grain filler. Anystaining must be done before applying the polish.

Equipment:

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

Application:

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

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

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

6.2 Wax polish:

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

Application:

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

6.03 Transparent Coloured Polyurethane (Melamine)

This shall be applied where natural grain of the wood is required to show. Polyurethanegives tough surface which resist chipping, scratching and boiling water.

Application:

Clean off all grease and wax with an abrasive and white spirit, this should not be appliedin humid conditions. Apply the first coat, preferably of clear hard glaze with a cloth pad.Leave this to dry for at least six hours, then apply further coats with a paintbrush. If youwait for longer than 24 hours



between coats, rub down the previous coat with fine glasspaper or a medium grade of steel wool. Obtain a matt finish, if required, by giving a finalcoat of clear Reseal Matt coat.

7.0 TIMBER:

7.1 Only seasoned Teakwood to be used.

7.2 Use of Rose wood wherever specified.

7.3 All the wood shall be properly seasoned, natural growth and shall be free from wormholes, loose or dead knots or other defects, saw die square and shall not sufferwarping, splitting or other defects.

7.4 The moisture content shall not exceed 12%.

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

7.6 All wood brought to site should be clean shall not have any preservative or othercoating/covering.

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

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

8.0 PLYWOOD:

8.1 Plywood/medium density fibre board/teak practical board/ Veneer shall be as specifiedin the approved list of manufacturers shall be used.

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

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

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

8.5 Only 3mm to 4mm thick straight-grained groups matching approved veneersshall be used. No extra claim will be entertained for veneer if found of extrathickness.