TENDER NO. BAN/AO1/BES/149

# TENDER DOCUMENT

**INTERIOR DECORATION & FURNISHING FOR RENOVATION OF EXISTING HLC WHITEFIELD,**
**AO-1 BENGALURU SOUTH**

**STATE BANK OF INDIA,**
**AO-1 BENGALURU SOUTH,**
**BENGALURU -560009**
**KARNATAKA.**

**STATE BANK OF INDIA, ADMINISTRATIVE OFFICE – 01, BENGALURU SOUTH**
TENDER NO. BAN/AO1/BES/ 149
**Notice inviting E- Tenders**

**The Deputy General Manager (B&O), State Bank of India, , AO-1 BENGALURU SOUTH invites e-Tenders from the Empanelled contractors in Group - C INTERIOR RENOVATION & FURNISHING WORK of Bengaluru Circle, under Category C3. [up to Rs. 50 LAKH]. Eligible contractors can download this whole tender from the website** www.tenderwizard.com/sbietender **from05.10.2026to 26.10.2026up to 3:00 pm**

**Details of the tenders are as under;**

**e-Tender service provider** : Antares Systems Ltd.
(Sushmitha –8951944383/ Pooja-9686196751 )

**Architects** : Nil

**Engineer in-charge** : Narendran Arun

| | | |
|---|---|---|
| 1 | Name of the work | Interior Decoration & Furnishing FOR RENOVATION OF EXISTING HLC WHITEFIELD - , AO-1 |
| 2 | Estimated cost of work | ₹ 48.62 lacs |
| 3 | Time allowed for completion. | 60 days |
| 5 | Earnest Money Deposit. | ₹ 48,600/- |
| | | To be submitted in the form of Demand Draft drawn in favour of Chief Manager (HR & Admin.), AO-1 payable at Bengaluru and to be submitted physically at SBI, Administrative office-1, situated at 1st floor, Mysore Bank Circle, K.G Road, Bengaluru-560009. |
| | | Micro and Small Enterprises (MSEs) registered under Udyam Registration and eligible under the prevailing Government/Public Procurement Policy for MSEs shall be exempted from payment of EMD, subject to submission/verification of valid Udyam Registration Certificate and fulfilment of the applicable conditions. |
| 6 | Initial Security Deposit. | 1% of contract value including EMD |
| 7 | Last date and time of receipt of E-Tender. | 3:00 pm On 26.10.2026 |
| 8 | Mode of tender submission | Tenders will be accepted only in e-tender portal www.tenderwizard.com/sbietender |

| | | |
|---|---|---|
| 9 | Date and time of opening of tenders. | 3:30 pm On 26.10.2026 |
| 10 | Defect liability period. | 12 months. |
| 11 | Validity of tenders. | Rates quoted should remain valid for a period of 3 months. |
| 12 | Liquidated damages. | Liquidated damages shall be 0.5% of the contract value per week subject to a maximum of 5% of the accepted contract amount. |
| 13 | Value of interim Certificate. | ₹ 25 LAKHS |
| 14 | Submission of Tenders (Technical & Price Bid) | **Technical Bid:** Signed and stamped Undertaking **(Annexure-A)**, Signed & stamped Process Compliance Statement **(Annexure-B)**, Form of Tender and Scan **copy of EMD** to be uploaded online as Technical Bid.<br>The bidders shall <u>also submit hard copy</u> of Signed and stamped **Annexure-A**, **Annexure-B**, **Form of tender** & **original EMD** to the address as mentioned in Sr. No.5 on or before due date and time of submission of tender.<br>**Price Bid:** Price Bid based on item rates to be filled Online. |
| In case the date of opening of tenders is declared as holiday, the tenders will be opened on next working day at the same time. | | |
| SBI has the right to accept/reject any/all tenders without assigning any reason(s). | | |
| | | For and behalf of State Bank of India<br><br>Deputy General Manager (B&O),<br>AO-1 Bengaluru South. |

**ANNEXURE – A**

***UNDERTAKING***

(The bidders are required to print this on their company's letterhead and sign, stamp and upload the same with the Technical Bid.)

To,
The Deputy General Manager (B&O),
State Bank of India,
Administrative Office – 1,
Bengaluru South.

Dear Sir,

**Subject: Interior Decoration & Furnishing FOR RENOVATION OF EXISTING HLC WHITEFIELD -, AO-1**

1. I/We refer to the tender notice issued by you for Interior Furnishing Works in connection with the above-mentioned work.
2. I/We undertake to submit, in hard copy, the tender document along with all the Terms & Conditions, Specifications, subsequent Annexures and Corrigenda, duly signed and stamped by the authorized representative/signatory, on becoming L-1.
   However, I/We accept all the Terms & Conditions along with the Specifications, Drawings, Layouts, etc., defined in the tender documents.
3. I/We hereby offer to perform, provide, execute, complete and maintain the works in conformity with the drawings, designs, conditions of contract, specifications and Schedule of Quantities relating to the works.
4. I/We have satisfied myself/ourselves as to the site conditions and have examined the drawings and all aspects of the tender conditions. Subject to the above, I/We do hereby agree that, should this tender be accepted in whole or in part, I/We shall:

   a. Abide by and fulfil all the terms and provisions of the said conditions annexed hereto.
   b. Work in two or three shifts, if considered necessary by the Employer/Consultants, at no extra cost to the Employer.
5. I/We have deposited the EMD as per the NIT, which I/We note will not bear any interest and is liable for forfeiture:

   **I.** If our offer is withdrawn within the validity period of acceptance by the Employer; **or**
   **II.** If the contract agreement is not executed by us within 3 days from the date of receipt of the Letter of Acceptance; **or**
   **III.** If we fail to pay the Initial Security Deposit as stipulated; **or**
   **IV.** If the work is not commenced within 3 days after issue of the Work Order.
6. I/We understand that you are not bound to accept the lowest or any tender you receive.
7. The intending bidders shall be asked to quote their offers in terms of individual item-wise unit rate and amount for each item and the total cost of the project for which they are willing to execute the work.
8. The **"Percentage Discount Offer"**, if any discount is provided by the Contractor, shall be uniformly applicable to each and every item, including all sections, sub-sections and sub-heads of the tender.

9. In case the Lowest Tendered Amount of two or more Contractors is the same, such lowest Contractors will again be asked to submit sealed/online **"Revised Offers"** for all sub-sections/sub-heads, as the case may be. However, the revised cost of the total job and of the individual items shall in no case be higher than the cost quoted during their initial offer for the project.

   The lowest tender shall be decided on the basis of the revised offers.

10. The process of online re-bidding amongst two or more Contractors offering the same rates shall continue till the L-1 bidder is discovered.
11. In case any such Contractor(s), who has/have quoted the same tender amount during the initial bidding or subsequent re-bidding, refuses to submit a revised offer, it shall be treated as **"withdrawal of tender by the Contractor before acceptance."** The earnest money of such Contractor(s) shall be forfeited.
12. In case all the lowest Contractors who have quoted the same tendered amount refuse to participate in the online revised bidding process for the project, the EMD of such Contractors shall be forfeited and the tenders shall be re-invited for the project.
13. The Contractor(s), whose earnest money is forfeited because of non-submission of a revised offer, shall not be allowed to participate in the re-tendering process for the said project.
14. **Additional Security Deposit (ASD)/Additional Performance Guarantee (APG)** shall be applicable if the bid price is below 10% of the estimated cost put to tender.

The amount of such ASD/APG shall be the difference between **90% of the estimated cost put to tender and the quoted price**.

ASD in the form of **Demand Draft (DD)/Banker's Cheque/Bank Guarantee** shall be submitted within 7 days of intimation of award of work/work order, without which the Contractor will not be allowed to start the work.

Failure to submit the ASD shall result in forfeiture of EMD and cancellation of the tender.

Names of DIRECTORS of our Firm

1. _____
2. _____
3. _____
4. _____

Yours faithfully,

Signature: _____

Designation: _____

Name of Partner/Director of the Firm authorized to sign, or name of person having Power of Attorney to sign the contract:

_____

**Note:** Certified true copy of the Power of Attorney should be attached.

**ANNEXURE – B**

***PROCESS COMPLIANCE STATEMENT***

(The bidders are required to print this on their company's letterhead and sign, stamp and upload the same with the Technical Bid.)

To,

M/s. Antares Systems Limited, Bengaluru.

**AGREEMENT TO THE PROCESS-RELATED TERMS AND CONDITIONS FOR THE E-TENDER FOR INTERIOR DECORATION & FURNISHING FOR RENOVATION OF EXISTING HLC WHITEFIELD - , AO-1**

This has reference to the Terms, Conditions, etc. for the E-Tendering mentioned in the Tender Documents.

This letter is to confirm that:

1. The undersigned is an authorized representative of the Company.
2. We have studied and understood the Commercial Terms and the Business Rules governing the E-Tendering process of the E-Tendering Agency and confirm our agreement to the same.
3. We also confirm that we have taken the training on the E-Tendering Process/Tool and have thoroughly understood the functionality of the same.
4. We confirm that SBI and M/s. Antares Systems Limited shall not be liable or responsible in any manner whatsoever for my/our failure to access and bid on the E-Tendering platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC and/or any other unforeseen circumstances, etc., before or during 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 honour the bids placed by us during the E-Tendering process.

With regards,

Signature of Authorized Signatory: _____

Seal of the Company/Firm: _____

Name: _____

Date: _____

Designation: _____

Address of Company/Organization:

**FORM OF TENDER**

To,
The Deputy General Manager (B&O),
State Bank of India,
Administrative Office – 1,
Bengaluru South.

Dear Sir,

**Subject: INTERIOR DECORATION & FURNISHING FOR RENOVATION OF EXISTING HLC WHITEFIELD -, AO-1**

1. I/We refer to the Notice Inviting Tender issued by you for the captioned work.
2. I/We do hereby offer to perform, provide, execute, complete and maintain the works in conformity with the Bill of Quantities, Drawings, Specifications, Design, General and Special Conditions of Contract, Instructions to Tenderers, etc., as contained in the Tender Documents, for the sum arrived at and filled in by me/us at the respective rates quoted by me/us in the Schedule of Quantities and/or at any other sum and rate subsequently negotiated and accepted/agreed upon by the Bank and me/us.
3. I/We have satisfied myself/ourselves as to the site conditions, examined the site and drawings, and considered all aspects of the Tender Documents/Conditions, which are acceptable to us. I/We do hereby agree that, should this tender be accepted in whole or in part, I/We shall:
   **(A)** Abide by and fulfil the terms, conditions and provisions of the Tender Documents annexed hereto.
   **(B)** Complete the work within the stipulated completion time at no extra cost to the Bank.

4. I/We have already deposited the Earnest Money Amount as per the NIT.
5. I/We are uploading/submitting the **Part-A (Technical Bid)** along with other requisite documents online at the designated site.
6. We confirm that I/We will participate in the **Online Indicative (Sealed) Bid** and in the **Online Reverse Auction** as per the schedule.
7. I/We confirm that I/We are duly authorized to participate in the tendering/bidding process and understand that my/our tender is liable to be rejected if:
   **(A)** At any time, it comes to the notice of the Bank that I/We have concealed and/or furnished any incorrect or wrong information.
   **(B)** The tender is not duly filled and/or signed and/or is incomplete and/or confidentiality of the tender is not maintained.
   **(C)** The bid contains any condition, alteration or modification and/or any tampering with the Tender Documents is done at our end.
   **(D)** The tender is submitted after the due date and time.

8. All the pages of the Tender Documents are affixed with the seal/stamp of my/our Company and initialled/signed by the undersigned.

Signature of Tenderer/s: _____
Name: _____
Designation: _____
Seal/Stamp of the Firm/Company: _____
Duly Authorized for Tendering

## PART A

## INSTRUCTIONS TO TENDERERS AND GENERAL CONDITIONS.

## INSTRUCTIONS TO TENDERERS.

**1.0 Scope of Work**

Sealed Tenders are invited by M/s. (Nil) for and behalf of State Bank of India for the work FOR RENOVATION OF EXISTING HLC WHITEFIELD at, **AO-1**

**1.1 Site and Its Location**

The proposed work is to be carried out at SBI HLC Whitefield.

**2.0 Tender Documents**

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

- ➢ Instructions to tenderers
- ➢ General Conditions of Contract
- ➢ Special Conditions of Contract
- ➢ Technical Specifications
- ➢ Drawings
- ➢ Price Bid

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

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

2.3 Complete set of tender documents can be downloaded from the Bank's e-tendering website.

**3.0 Site Visit**

3.1 The tenderer must obtain himself on his own responsibility and his own expenses all information and data which may be required for the purpose of filling this tender document and enter into a contract for the satisfactory performance of the work. The Tenderer is requested satisfy himself regarding the availability of water, power, transport and communication facilities, the character quality and quantity of the materials, labour, the law & 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 in the form of Demand Draft or Banker's Cheque in favour of State Bank of India drawn on any Bank in India.

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

4.3 No interest will be paid on the EMD.

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

4.5 EMD of successful tenderer will be 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 contract value less EMD by means of D/D drawn in favour of State Bank of India within a period of 15days of acceptance of tender.

## 6.0 Security Deposit

6.1 Total security deposit shall be 5% of contract value. Out of this 2% of contract value is in the form of initial security deposit 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 3% of contract value is reached. 50% of the total security shall be paid to the contractors on the basis of architect's certifying the virtual completion. The balance 50% would be paid to the contractors after the defects liability period as specified in the contract.

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

6.3 **Additional Security deposit (ASD)/Additional performance Guarantee (APG) shall be applicable if the bid price is below 10% of the estimated cost put to tender**.

The amount of such ASD/ APG shall be the difference between 90% of estimated cost put to tender and the quoted price. ASD in the format of DD / Banker's Cheque / Bank Guarantee shall be submitted within 15 days of intimation of award of work / work order, without which the contractor will not be allowed to start the work and failure of submission of ASD will result in forfeiture of EMD and cancellation of tender.

## 7.0 Signing of Contract Documents

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

**8.0 Completion Period:** The time period allowed for completion of the project shall be days / months as prescribed in the NIT from the date of commencement of work or 15 days from the date of issuance of work order, whichever is earlier.

## 9.0 Validity of Tender

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

## 10.0 Liquidated Damages

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

## 11.0 Rates and Prices

11.1 In case of item rate tender

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

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

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/ Bank.

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, levies, labour cess, statutory charges, local municipal charges, liaisoning charges etc. unless otherwise specified to be paid extra in these tender documents. Only GST will be paid extra as applicable.

## ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made the _____ day of _____ 2026
between _____
_____
of _____
_____
(hereinafter called the "Employer") of the one part and _____
of _____ (hereinafter called "The Contractor") of the other part, where as the Employer is desirous of getting the work of "_____"
executed and has caused drawings, conditions of contract, specifications and schedule of quantities etc., describing the works prepared by **SBI , Bengaluru**

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

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

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the said sum 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 in the said drawings and described in the said specifications.

2. The Employer shall pay the contractor the said sum or such sums as shall become payable hereunder at the times and in the manner specified in the said conditions.

3. Tender documents containing work order Notice Inviting Tender, Instruction to Tenderers, General Conditions of Contract, Special Conditions of Contract, Specifications and Schedule of Quantities with the rates entered therein, shall be read and studied as forming part of this agreement and the parties hereto shall respectively abide by and submit themselves to the conditions and stipulations and perform the agreement on their part respectively in such conditions contained.

4. The contract is neither a fixed lumpsum contract or a piece work contract, but is a contract to carry out work in respect of the entire works to be paid for according to actual measured quantities, including variations from BOQ at the rates contained in the Schedule of rates and Probable bill of quantities or as provided in the said conditions.

5. The Employer through the Architect, reserves to himself the right of altering the drawings and natures of the work, of adding/substitution to or omitting any items of work or having portions of the same carried out through alternate agencies without prejudice to this contract.

6. Time shall be considered as the essence of this agreement and the contractor hereby agrees to commence the work soon after the site is handed over to him but within 3 days reckoned from the date of issue of work order to execute the work, as provided for in the said conditions and complete the entire work in ____ days subject to nevertheless to the provisions for extension of time.

7. This agreement and contract shall be deemed to have been made in Bengaluru and any questions or dispute rising out of or in any way connected with this Agreement and Contract shall be deemed to have arisen in Bengaluru and only the courts in Bengaluru shall have jurisdiction to determine the same. The limitation period will be 90 days from the date of dispute having arisen.

AS WITNESS our hand this _____ day of _____ 2026

Signed by the said

EMPLOYER CONTRACTOR

in the presence of:

WITNESS :

Name :

Address :

WITNESS :

Name :

Address :

## ***GENERAL CONDITIONS OF CONTRACT***

### 1.0 Definitions

"Contract" means the documents forming the tender and the acceptance thereof and the formal agreement executed between State Bank of India (Client) and the contractor, together with the documents referred therein 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 'SBI' shall mean State Bank of India (client) a body Corporate created under State Bank of India Act 1955, having its Corporate Centre at State Bank Bhavan, Madame Cama Road, Mumbai 400 021 and one of its Administrative Office-1 Bengaluru South at Bengaluru and includes the client's representatives, successors and assigns.
'Architects/Consultants' shall mean M/s…….

1.1.2 'Site Engineer' shall mean an Engineer appointed by the Bank as their representative to give instructions to the contractors.

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

The expression 'works' or 'work' shall mean the permanent or temporary work described in the 'Scope of Work" and/or to be executed in accordance with the contract and includes materials, apparatus, equipment, temporary supports, fittings and things of all kinds to be provided, the obligations of the contractor hereunder and work to be done by the contractor under the contract. 1.1.4 'Engineer' shall mean the representative of the Architect/consultant.

1.1.5 '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 the value of the entire work as stipulated in the letter of acceptance of tender subject to such additions thereto or deductions there from as may be made under the provision herein after contained.

1.1.6 'Specifications' shall mean the specifications referred to in the tender and any modifications thereof as may time to time be furnished or approved by the architect/ consultant "Month" means calendar month.

1.1.7 "Week" means seven consecutive days.

1.1.8 “Day” means a calendar day beginning and ending at 00 Hrs and 24 hrs respectively.
**CLAUSE**

**1.0 Total Security Deposit**

Total Security deposit comprise of:

a) Earnest Money Deposit
b) Initial Security Deposit
c) Retention Money
d) Additional Security Deposit

a) **Earnest Money Deposit:**

The tenderer shall furnish EMD in the form of Demand draft or bankers cheque drawn in favour of State Bank of India, 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 during the period when he is required to keep his tender open acceptance by the SBI or after it is accepted by the SBI the contractor falls 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. Balance of ISD (i.e. excluding EMD) is to be submitted in the form of D/D drawn on any scheduled Bank and shall be deposited within 15 days from the date of letter of acceptance of tender.

c) **Retention Money**

Besides the ISD as deposited by the contractor in the above said manner the retention money shall be deducted from the running account bill at the rate of 10% of the gross value of work done by the contractor and claimed in each bill provided the total security deposit i.e. the ISD plus Retention Money shall both together not exceed 5% of the contract value. 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.

d) **Additional Security Deposit:-**

Additional Security deposit (ASD)/Additional performance Guarantee (APG) shall be applicable if the bid price is below 10% of the estimated cost put to tender. The amount of such ASD/ APG shall be the difference between 90% of estimated cost put to tender and the quoted price. ASD in the format of DD / Banker’s Cheque / Bank Guarantee shall be submitted within 15 days of intimation of award of work / work order, without which the

contractor will not be allowed to start the work and failure of submission of ASD will result in forfeiture of EMD and cancellation of tender.

**3.0 Language Errors, Omissions and Discrepancies** (in case of offline tenders/ quotations)

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 latter shall be adopted.
iv) In case of difference between rates written in figures and words, the rate in words shall prevail.
v) 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 Bank from time to time issue further drawings and/or written instructions, details directions and explanations which are hereafter collectively referred to as Architect's/Consultant's instructions in regard to : the variation or modification of the design, quality or quantity of work or the addition or omission or substitution of any work, any discrepancy in the drawings or between the BOQ and/or drawings and/or specifications, the removal from the site of any material brought thereon by the contractor and the substitution of any other materials thereof, the demolition, removal and/or reexecution of any work executed by him, the dismissal from the work of any person employed/engaged thereupon.

**5 (i) Letter of Acceptance**

Within the validity period of the tender the Bank shall issue a letter of acceptance either directly or through the architect by registered post or otherwise depositing at the address of the contractor as given in the tender to enter into a Contract for the execution of the work as per the terms of the tender. The letter of acceptance shall constitute a binding contract between the SBI and the contractor.

**5 (ii) Contract Agreement**

On receipt of intimation of the acceptance of tender from the SBI/Architect the successful tenderer shall be bound to implement the contract and within fifteen days thereof he 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 SBI through its architect/

consultants are the properties of the SBI. They are not to be used on other work.

**7.0 Detailed drawings and instructions**

The SBI through its architects/consultants shall furnish with reasonable promptness additional instructions by means of drawings or otherwise necessary for the proper execution of the work. All such drawings and instructions shall be consistent with the contract documents, true developments thereof and reasonably inferable there from.

The work shall be executed in conformity therewith and the contractor prepare a 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 SBI through the Architect/Consultant.

**Copies of Agreement**

Two copies of agreement/tender document duly signed by both the parties in a non-judicial stamp paper of ₹ 500/- 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 GCC or to complete the work and clear the site including vacating their office on or before the contracted or extended date or completion without justification in support of the cause of delay, he may be called upon without prejudice to any other right of remedy available under the law to the SBI. In such cases of breach, the contractor will be liable to pay a liquidated damages at the rate of 0.5% of the contract value per week 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 behaviour is found to be unsatisfactory by the SBI/Architect/Consultant he shall be removed from the site immediately.

**10.0 Permits, Laws and Regulations**

Permits and licences 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 contractor. If the contractor observes any discrepancy between the drawings and specifications, he shall promptly notify the SBI 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 SBI 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 at his own expenses rectify such error, if so, required to satisfaction of the SBI.

## 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 due to his fault or negligence except which are due to causes beyond his control.

He shall take adequate care and steps for protection of the adjacent properties. The contractor shall take all precautions for safety and protection of his employees on the works and shall comply with all applicable provisions of Government and local bodies' safety laws and building codes to prevent accidents, or injuries to persons or property of 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 contractors and the SBI and the original policy may be lodged with the SBI.

## 13.0 Inspection of Work

The SBI/Architect/Consultant or their representatives shall at all reasonable time have free access to the work site and/or to the workshop, factories or other places where materials are lying or from where they are obtained and the contractor shall give every facility to the SBI, Architect/Consultant and their representatives necessary for inspection and examination and test of the materials and workmanship. No person unless authorized by the SBI/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 by the contractor and he shall not directly entrust and engage or indirectly transfer assign or underlet the contract or any part or share thereof or interest therein without the written consent of the SBI through the architect and no undertaken 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

(i) 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, labour and materials

(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 samples/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 carrying out any test shall be borne by the contractor if such test is intended by or provided for in the specifications or BOQ.

(iv) Cost of test not provided for

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

If so intended by or provided for or ( in the cases above mentioned) is not so particularized or through so intended or provided for but ordered by the Architect/Consultant which is either 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 is consequent 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 fulfilment of contract.

## 17.0 Contractor's superintendence

The contractor shall give necessary personal superintendence during the execution of the works and as long, thereafter, as the Architect/consultant may consider necessary until the expiry of the defect's liability period, stated hereto.

**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

The rate quoted shall remain valid for variation of quantity against individual item to any extent subject to maximum variation of the contract value by 25%. The entire amount paid under Clause 20 hereof as well as amounts of prime cost and provisional sums, if any, shall be excluded.

ii)Variation exceeding 25%: The items of work executed in relation to variation exceeding 25% shall be paid on the basis of provisions of clause 21(c) hereof.

**19.0 Works to be measured**

The Architect/Consultant may from time to time intimate to the contractor that he required the work to be measured, and the contractor shall forthwith attend or send a qualified representative to assist the Architect in taking such measurements and 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 detailed in the specifications. The representative of the Architect/Consultant shall take joint 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 Measurement book. Should the contractor not attend or neglect or omit to depute his representative to take measurements then 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 in such measurements.

**20.0 Variations:**

No alteration, omission or variation ordered in writing by the Architect/Consultant shall vitiate the contract.

In case the SBI/Architect/Consultant thinks proper at any time 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 or shall confirm in writing within seven days of giving such oral instructions the contractor shall alter to, add to, or omit from as the case may be in accordance with such notice but the contractor shall not do any work extra to or make any alteration 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 item shall be allowed unless it shall have been executed under the authority of the Architect/Consultant with the concurrence of the SBI as herein mentioned. Any such extra item is herein referred to as authorized extra item and shall be made in accordance with the following provisions.

a) 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. 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 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) It is clarified that for all 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 six months of the virtual completion of the work.

## 23.0 Virtual Completion Certificate (VCC)

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

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, structures 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 SBI and not incorporated in the permanent works.
c) Remove all rubbish, debris etc. from the site and the land allotted to the contractor by the SBI and shall clear, level and dress, compact the site as required by the SBI.

d) Shall put the SBI in undisputed custody and possession of the site and all land allotted by the SBI.
e) Shall hand over the work in a peaceful manner to the SBI.
f) All defects/imperfections have been attended and rectified as pointed out by the SBI to the full satisfaction of SBI.

Upon the satisfactory fulfilment by the contractor as stated above, the contractor shall be entitled to apply to the Architect/Consultant for the certificate. If the Architect/Consultant is satisfied of the completion of the work, relative to which the completion certificate has been sought, the Architect/Consultant shall within fourteen (14) days of the receipt of the application for virtual completion certificate, issue a VCC in respect of the work for which the VCC has been applied.

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

**24.0 Work by other agencies**

The SBI/Architect/Consultant reserves the rights to use premises and any portion of the site for execution of any work not included in the scope of this contract which it 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 manners 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 SBI and the contractor against all loss or 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 SBI and contractor are covered for the period stipulated in clause 28 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 affected with an insurer and in terms approved by the SBI 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 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.
b) The right of SBI 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 SBI, their agents, employees or other contractors not being employed by the contractor 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 SBI, their employees, or agents or other employees, or agents or other contractors for the damage or injury.

### 25.3 Contractor to indemnify SBI

The contractor shall indemnify the SBI against all claims, proceedings, damages, costs, charges and expenses in respect of the matters referred to in the provision sub-clause 25.7.2 of this clause.

### 25.4 Contractor's superintendence

The contractor shall fully indemnify and keep indemnified the SBI 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 SBI 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 SBI 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 26.0 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

SBI, or to any person, including any employee of the SBI, 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 26.0 thereof.

### 25.5.2 Minimum Amount of Third-Party Insurance

Such insurance shall be affected with an insurer and in terms approved by the SBI 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 ₹5.00 lacs 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.

### 25.7 Accident or Injury to Workmen

**25.7.1** The SBI shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workmen or other person in the employment of the contractor or any sub-contractor, save and except an accident or injury resulting from any act or default of the SBI or their agents, or employees. The contractor shall indemnify and keep indemnified SBI 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 SBI during the whole of the time any person 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 subcontractor shall have insured against the liability in respect of such persons in such manner that SBI is indemnified under the policy but the contractor shall require such sub-contractor to produce to the Architect/Consultant when required 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 SBI 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 SBI as aforesaid and also deduct 15% of contract value 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 other rights of the SBI against contractors, in respect of such default, the Bank shall be entitled to deduct from any sums payable to the contrac-

tor the amount of any damages costs, charges, and other expenses paid by the SBI 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 recorded date of handing over site by the SBI or 15 days from the date of issue of Letter of Acceptance of Bank, whichever is later.

**27.0 Time for completion**

Time is the essence of the contract and shall be strictly observed by the contractor. The entire work shall be completed within a period of ……. **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. 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 SBI 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 SBI 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 reasons in detail and his justification if any, for the delays. The architect/consultant shall submit their recommendations to the SBI 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 SBI the provision of liquidated damages as stated under clause 8 of GCC shall become applicable. Further 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 of the Architect/ Consultant too slow to ensure the completion of the whole of the work by 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 woks 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 shall be entitled to raise any claims arising out of such directions.

**30.0 Work during nights and holidays**

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 provision 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 and continued with the prior approval of the Architect/consultant at no extra cost to the SBI.

All work at night after obtaining approval from competent authorities shall be carried out without unreasonable noise and disturbance.

**31.0 No compensation for restrictions of work**

If at any time after acceptance of the tender SBI shall decide to abandon or reduce the scope of work for any reason whatsoever and hence not require the whole or any part of the work to be carried out, the Architect / Consultant shall give notice in writing to 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 whatsoever, 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.

Provided that the contractor shall be paid the charges on the cartage only of materials actually and bona fide 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 SBI 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**

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 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 of the contractor, or
c) For safety of the works or part thereof.

The contractor shall, during such suspension, properly protect and secure the works to 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.

**33.0 Action when the whole security deposit is forfeited**

In any case in which under any clause or clauses of this contract, the Contractor shall have rendered 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 SBI.

a) To rescind the contract (of which rescission notice in writing to the contractor by the 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 SBI.
b) To employ labour paid by the SBI and to supply materials to carry out the work, or any part of the work, debiting the contractor with the cost of the labour and materials (the cost of such labour and materials as worked out by the Architect/ Consultant shall be 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 rates as if it had been carried out by the contractor under the terms of this contract the certificate of Architect/Consultant as to the value of work done shall be final and conclusive against the contractor.
c) To measure up the work of the contractor, and to take such part thereof as shall be unexecuted, out of 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 (of the amount of which excess the certificates in writing of the Architects/ Consultant shall be final and conclusive) shall be borne by original contractor and may be deducted from any money due to him by SBI 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 SBI 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 rescinded 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 Government 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 fulfil the contract, and to give 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 be attached by or on behalf of any of the creditors of the contractor.

Or shall assign or sublet this contract without the consent in writing of the SBI through the Architect/Consultant or shall charge or encumber this contract or 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 these conditions suspended the progress of the works for 14 days after receiving from the SBI 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 SBI through the Architect/ Consultant that the said materials were condemned and rejected by the Architect/ 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 contractor 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 SBI's or Architect's/Consultant's instructions to the contrary subject any part of the contract.
d) Then and in any of said cases the SBI and or the Architect/Consultant, may not withstanding any previous waiver, after giving seven days' notice in writing to the contractor, determine the contract, but without thereby affecting the powers of the SBI 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 so determined and as if the works subsequently had been executed by or on behalf of the contractor.
e) And, further the SBI 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 complete the work and the con-

tractor shall not in any was interrupt or do any act, matter or thing to prevent or hinder such other contractor or other persons employed for completing and finishing or using the materials and plant for the works.

When the works shall be completed or as soon thereafter as convenient the SBI or the 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 SBI sell the same by public auction after due publication and shall adjust the amount realized by such auction. The contractor shall have no right to question any of the act of the SBI 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 the payment from SBI from time to time. The SBI shall recover the statutory recoveries and other dues including the retention amount from the certificate of payment.

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

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

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

The SBI 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 (with Bill Abstract & measurement sheets) only after taking actual measurements and properly recorded in the Measurement book (M.B).

The contractor shall not submit interim bills when the approximate value of work done by him is less than ₹…… and the minimum interval between two such bills shall be one month.

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 SBI 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 Settlement of Disputes

### 36.1 Conciliation:

If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawing, record or decision given in writing by the Project Architect cum PMC / Bank; or if the Project Architect cum PMC / Bank considers any act or decision of the contractor on any matter in connection with or arising out of the contract or carrying out of the work to be unacceptable and disputed; such party may promptly refer such disputes and amount claimed for each dispute to the Conciliator viz., DGM & Circle Development Officer for Circles/ General Manager (OL & CS)) for Corporate Centre/ GM for CCEs under intimation to the other party. The Conciliator may then request each party to submit to him a brief written statement describing the disputes and the points at issue. Each party shall send a copy of such statement to the other party. At any stage of the conciliation proceedings, the Conciliator may request a party to submit to him such additional information as he deems appropriate. When it appears to the Conciliator that there exist elements of a settlement which may be acceptable to the parties, he shall formulate the terms of a possible settlement and submit them to the parties for their observations.

After receiving the observations of the parties, he may re-formulate the terms of a possible settlement in the light of such observations. If the parties reach agreement on a settlement of the disputes, they may draw up and sign a written settlement agreement on non-judicial stamp paper as per Stamp Act. The Conciliator shall authenticate the settlement agreement and furnish a copy thereof to each party. The termination of conciliation proceedings shall be in accordance with Section 76 of The Arbitration and Conciliation Act, 1996. No party shall be represented before the said Conciliator by an advocate or legal counsel. During his conciliation, the Conciliator shall give adequate opportunity to the contractor to present his case. Within 60 days after receiving the representation, the Conciliator shall make and notify decisions in writing on all matters referred to him. The parties shall not initiate, during the adjudication proceedings, any mediation or arbitral or judicial proceedings in respect of a dispute that is the subject matter of the adjudication proceedings. The conciliation proceedings shall be deemed to have been terminated at the end of 60 days from the receipt of reference.

### 36.2 MEDIATION

36.2.1 Reference to Mediation

In the event of any dispute, difference, controversy, or claim arising out of, relating to, or in connection with this Contract—including its existence, validity, interpretation, performance, breach, or termination (hereinafter referred to as the "Dispute")—the Parties shall also attempt to resolve the Dispute amicably through statutory mediation in accordance with the provisions of the “Mediation Act, 2023” and any statutory modifications or re-enactments thereof.

36.2.2 Pre-Condition to Adjudication

The Parties explicitly agree that the invocation of the mediation process under this Clause is a mandatory prerequisite. Neither Party shall initiate formal arbitration or court proceedings concerning the Dispute unless they have first attempted to resolve the matter through the mediation framework set forth herein, or unless urgent interim judicial relief is required to protect vital property or assets.

36.2.3 The Multi-Tiered Process & Timelines

(a) Internal Administrative Review (Tier 1)/ Conciliation

Before invoking formal mediation, the Contractor shall submit a detailed statement of the Dispute, supported by contemporaneous records (such as labor logs, material receipts, and site orders), to the viz., DGM & Circle Development Officer for Circles/ General Manager (OL & CS)) for Corporate Centre/ GM for CCEs within fifteen (15) days of the dispute arising. The Competent Authority shall issue a written decision within thirty (45) days of receipt.

The Bank may, where considered appropriate, e.g., in high-value matters, constitute a HighLevel Committee (HLC) for dispute resolution, which may include the following (this composition is purely indicative and not prescriptive):

i) A retired judge.

ii) A retired high-ranking officer and/ or technical expert.

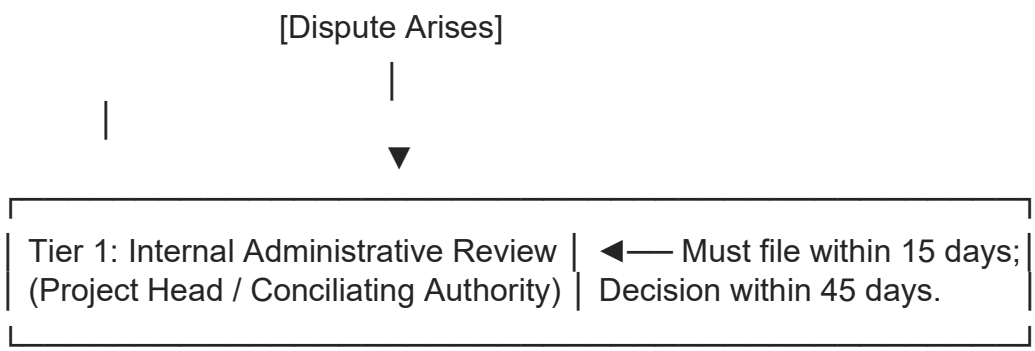
In cases where a HLC is constituted, the Government department entity/ agency may either

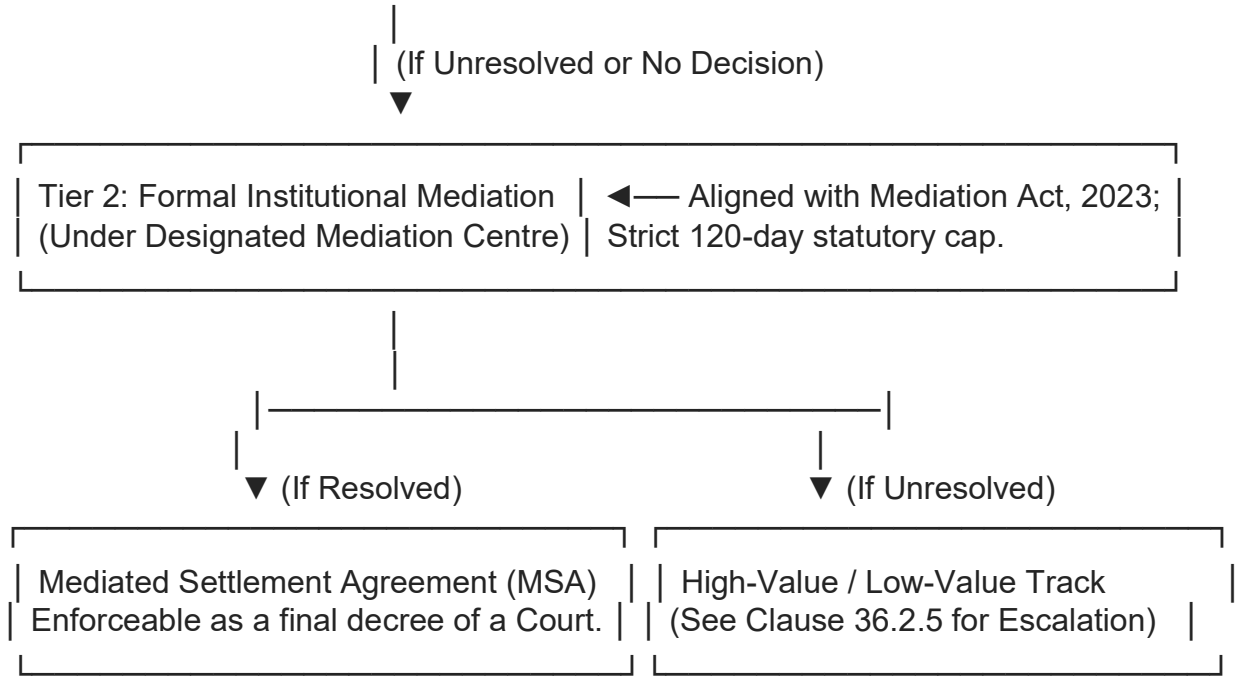
i) negotiate directly with the other party and place a tentative proposed solution before the HLC or

ii) conduct mediation through a mediator and then place the tentative mediated agreement before the HLC or iii) use the HLC itself as the mediator.

(b) Invocation of Formal Mediation (Tier 2)

If the Contractor is dissatisfied with the decision of the Competent Authority, or if no decision is issued within forty five (45) days, either Party may invoke formal mediation by serving a written "Notice of Mediation" on the other Party.






36.2.4 Appointment of Mediator & Venue

Mediators can be of any nationality and must be registered with the Mediation Council of India (MCI) or empanelled by a court-annexed mediation centre or empanelled by an Authority constituted under the Legal Services Authorities Act, 1987 or empanelled by a mediation service provider (MSP) recognised by MCI.

Within 30 days of receipt of the “Notice of Mediation”, the CGM of the Circle / DMD (HR) & CDO for CC / CGM of CCEs shall propose names of three likely mediators from its panel, asking the other party to choose one as Mediator. The mutually accepted mediator shall then be appointed to conduct mediation.

If parties do not agree on the mediator, they can approach a mediation service provider ("MSP", recognised by MCI), who shall appoint a mediator based on the suitability and preferences of the parties within 7 days.

As brought out in Annex-2 of Annexure 17, in contracts having an Integrity Pact, Independent External Monitors (IEMs) can be appointed as mediators, as per the Standard Operating Procedure (SOP) issued by the Central Vigilance Commission (CVC).

After a mediator is appointed, they must disclose any conflict of interest. Either party can seek a replacement of the Mediator after such disclosure.

**Venue:** Mediation must be conducted within the territorial jurisdiction of the Court, which has jurisdiction to decide the dispute unless both parties agree to do it online or at any other place.

The language of the proceedings, documentation, and final settlement shall be ‘English’.

**The Process**:

a) The Mediator independently and impartially encourages open communication and cooperation between disputing parties to reach an amicable settlement, but he does not have

the authority to impose a settlement upon the parties to the dispute. The parties shall be informed expressly by the mediator that he only facilitates in arriving at a resolution of the dispute and that he shall not impose any settlement nor give any assurance that the mediation may result in a settlement.

b) Unlike court proceedings, Mediation is informal and flexible and allows for creative problemsolving and exploration of various solutions. The Code of Civil Procedure or the Bhartiya Sakshya Adhiniyam (BS), 2023 shall not be binding on the mediator. The parties can determine the mediation's venue, manner, and language.

c) **Confidentiality**: All the acknowledgements, opinions, suggestions, promises, proposals, apologies, and admissions made during the mediation; acceptance/ willingness to accept proposals in the mediation; documents prepared solely for the conduct of mediation are strictly confidential. These can neither be relied upon as evidence in any subsequent court proceedings nor be asked to be disclosed by any court/ tribunal. No audio or video recording of the mediation proceedings shall be made or maintained by the parties or the participants, including the mediator and mediation service provider, whether conducted in person or online, to ensure the confidentiality of the mediation proceedings.

d) **Online Mediation**: The Act allows parties to opt for online/ virtual Mediation, which shall be deemed to occur within the jurisdiction of a competent court. The Act also requires online mediation communication mechanisms to ensure confidentiality.

e) The mediator initially meets the parties separately and communicates the view of each party to the other to the extent agreed upon by them. He assists them in identifying issues, advancing better understanding, clarifying priorities, exploring areas of the parties' responsibility, identifying common interests, and encouraging compromise. He then meets them jointly to encourage a mutually acceptable resolution. At any stage of the mediation proceedings, at the parties' request, the mediator may suggest a dispute settlement in writing.

f) **Termination of Mediation**: The process must be completed within 120 days, though parties can extend it by another 60 days through mutual consent. If Mediation is not completed within this timeline, the Mediator shall prepare a non-settlement report without disclosing the cause of nonsettlement or any other matter or thing referring to their conduct during mediation for the parties or the Mediation Service Provider (MSP). Mediation shall also stand terminated on a declaration of the mediator, after consultation with the parties or otherwise, that further efforts at mediation are no longer justified or on communication by a party(ies) in writing, addressed to the mediator and the other parties that they wish to opt out of mediation. On termination of Mediation, if the dispute is still alive, the aggrieved party shall be free to invoke Arbitration.

g) **Mediated Settlement Agreement (MSA)**: If the parties resolve the dispute and execute a mediated settlement agreement ("MSA"), then the Mediation is successful. An MSA is a written agreement settling some or all disputes and may extend beyond the disputes referred to mediation. It must be valid under the Indian Contract Act, signed by both parties, and duly authenticated by the Mediator for the parties or the MSP. The Act provides options for MSA registration. During the pendency of proceedings, parties can also execute other agreements, settling some of the subject matter disputes.

h) **Challenge to MSA**: MSA can be challenged within 90 days on limited grounds of (a) fraud, (b) corruption, (c) impersonation, and (d) subject matter being unfit for Mediation.

i) **Execution of MSA**: If there is no challenge or a challenge is unsuccessful, the Act ensures that the MSA is binding and enforceable, akin to a judgment or decree. This means that if one party fails to comply with the MSA, the non-defaulting party has a right to enforce it through the Court.

j) **Costs**: The parties shall equally bear all costs of mediation, including the fees of the mediator and the charges of the mediation service provider.

k) **No claim of Interest during Mediation proceedings**: Parties shall not claim any interest on claims/counter-claims from the date of notice invoking Mediation till the execution of the settlement agreement if so arrived. If parties cannot resolve the dispute, either party shall claim no interest from the date of notice invoking Mediation until the date of Termination of Mediation Proceedings.

l) The parties shall not initiate, during the mediation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the mediation proceedings.

Thereafter, the following steps shall be followed.

Claims Below ₹10 Crore:
If the aggregate monetary value of the Dispute is less than ₹10 Crore (Rupees Ten Crore only), either Party may proceed to invoke the formal Arbitration Clause.

Claims of ₹10 Crore and Above:
If the aggregate monetary value of the Dispute is ₹10 Crore or more, the Parties must escalate the dispute to the CGM of the Circle/ DMD (HR) & CDO for Corporate Centre/ DMD for CCEs for final administrative adjudication, failing which the parties may seek recourse exclusively through competent civil courts.

Mediation survives the termination or expiration of the main works contract.

### 36.3 Arbitration

As a norm, arbitration (if include in contracts) may be restricted to disputes with a value less than Rs. 10 Crores. This figure is regarding the value of the dispute (not the value of contract which may be much higher). It may be specifically mentioned in the bid conditions of the contract that Arbitration will not be a method of dispute resolution in all other cases. (as per Department of Expenditure – Manual for Procurement of Goods Second Edition, 2024)

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

abandonment thereof shall be dealt with as mentioned hereinafter :

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

ii) The Assistant General Manager (Premises & Estate) at Circles/ Dy. General Manager (Premises) at CC/ GM at CCEs shall give his decision in writing on the claims notified by the contractor. The contractor may within 30 days of the receipt of the decision of the Assistant General Manager (Premises& Estate) / Dy. General Manager (Premises) submit his claims to the conciliating authority namely the Circle Development Officer/General Manager (Official Language & Corporate Services) for conciliation along with all details and copies of correspondence exchanged between him and the Assistant General Manager (Premises& Estate)/Dy. General Manager (Premises)

iii) If the conciliation proceedings are terminated without settlement of the disputes, the contractor shall, within a period of 30 days of termination thereof shall give a notice to the concerned Chief General Manager/Dy. Managing Director (HR) & Corporate Development Officer of the Bank for Mediation proceedings as stated above. Failing mediation, if the total amount of the dispute is less than Rs. 10 Crores, the Competent Authority shall appointment of an arbitrator to adjudicate the notified claims failing which the claims of the contractor shall be deemed to have been considered absolutely barred and waived.

iv) Except where the decision has become final, binding and conclusive in terms of the Contract, and subject to the dispute resolution procedure prescribed hereinabove, if the Dispute remains unresolved upon failure or termination of arbitration or in case of disputes over Rs.10 Crore, the Parties shall approach CGM at Circle Level/ DMD (HR) & CDO at Corporate Centre / DMD for CCEs for final administrative adjudication, failing which the Parties may, by mutual agreement in writing, refer such disputes or differences arising out of the notified claims of the Contractor and/or the claims of the Bank to competent civil courts.

v) 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.

vi) The conciliation and arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996 and the Manual for Procurement of Works, 2025 issued by the Department of Expenditure, Ministry of Finance or any statutory modification or reenactment thereof and the rules made there under.

vii) 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.

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

Note: The Micro, Small and Medium Enterprises Development (MSMED) Act, 2006 provides parties to a dispute (where one of the parties is a Micro or Small Enterprise) to be referred to Micro and Small Enterprises Facilitation Council if the dispute is regarding any amount due under Section 17 of the MSMED Act, 2006. If a Micro or Small Enterprise, being a party to dispute, refers to the provisions in MSMED Act 2006, these provisions shall prevail over this Agreement.

**37.0 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 for 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.

**38.0 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 conditions:

a) That the water used by the Contractor shall be fit for construction purpose to the satisfaction of the Architect/Consultant.

b) The Contractor shall make alternative arrangements for the supply of water if the arrangements made by the Contractor for procurement of water in the opinion of the Architect/Consultant is unsatisfactory.

The Contractor shall construct temporary well/tube well in SBI land for taking water for construction purposes only after obtaining permission in writing from the SBI. 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 the 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 SBI without any compensation as directed by the Architect/Consultant.

**39.0 Treasure Trove etc.**

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

**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 format at site of work and should produce the same for inspection of SBI/Architect/Consultant whenever desired by them. The contractor shall also maintain the records/registers as required by the local authorities/Government 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 PRICE VARIATION ADJUSTMENT (PVA) FOR ALL MATERIALS (INCLUDING CEMENT & STEEL) & LABOUR**

**(Applicable only for completion period beyond 12 months)**

In partial modification of the provisions made elsewhere in this contract regarding rate quoted being not subject to any variations, price adjustments to the value of work payable to the Contractor at tendered rates shall be made towards variations in the prices of materials and labour in the manner specified hereunder: -

If, after written order to commence the work and during the operative period of this contract including any authorized extensions of the original stipulated completion period: -

(i) There be any variation in the Consumer Price Index- General Index- for industrial workers (Base 1982=100) (source – data published from time-to-time Indian Labour Journal by the Labour Bureau, Government of India);

OR

(ii) There be any variation in the All-India Wholesale Price Index for all commodities (Base 1993-94=100) (as published from time to time in the RBI Bulletin based on the date issued by the Office of the Economic Advisor to the Government of India);

Price Variation Adjustment (PVA) towards (1) Labour Component and (2) Material Component shall be calculated in accordance with the formula A and B respectively, given below, subject to stipulations herein under mentioned:-

**FORMULA (A) FOR LABOUR**:

$$VL = 0.85\mathbf{P} \times \frac{K1}{100} \times \frac{(C1 - C0)}{C0}$$

**FORMULA (B) FOR MATERIALS**:

$$VM = 0.85 \times (P-Y) \times \frac{K2}{100} \times \frac{(I1 - I0)}{I0}$$

Where-

VL = Amount of Price Variation Adjustment
Increase or decrease in rupees due to labour component

VM = Amount of Price Variation Adjustment
Increase or decrease in rupees on account of materials component

NOTE: Bill period (noted hereunder) signifies the period of actual execution and not date of measurement or preparation of bill.

P = Cost of work done during the period under consideration (bill period) excluding advances on materials and/or adjustments thereof.

Y = Cost of any other materials supplied/ arranged by the Bank at fixed price during the period under consideration (bill period)

K1 = Percentage of labour component calculated as indicated in Note (1) below

K2 = Percentage of materials component as indicated in Note (2) below.

CO = Consumer Price Index – General Index Number for industrial workers (Base 1982 = 100) referred to at (a) above, ruling on the last due date of receipt of tenders, and as applicable to the centre, nearest to the place of work, for which the index is published)

C1 = Average of above-mentioned Consumer Price Index number during the period under consideration (bill period)

I0 = All India Wholesale Price Index number for all commodities referred to at (b) above, ruling on the last date for receipt of tenders and as applicable to the centre, nearest to the place of work for which the index is published.

I1 = Average of above mentioned monthly all India Wholesale Price Index numbers during the period under consideration (bill period)

NOTE (1): K1 shall be taken as under: -

| Component of work | K 1 |
|---|---|
| a) Civil work including ancillary works and external works and RCC / tanks, septic tanks, etc. if any of sanitary and plumbing work | 30 |
| b) Sanitary and plumbing works including fittings and fixtures (internal work only) | 20 |
| c) Electrical installations work including fittings and fixtures (external and internal works) | 20 |

NOTE (2): K2 shall be taken as under: -

| Component of work | K 2 |
|---|---|
| a) Civil work including ancillary works as detailed under Note (1) (a) above | 70 |
| b) Sanitary and plumbing works including fittings and fixtures as detailed under Note (1) (b) above | 80 |
| c) Electrical installations work including fittings and fixtures as detailed under Note (1) (c) above | 80 |

Stipulations:

(i) PVA Clause is operative either way i.e. if the variations in above referred price indices are on the plus side. PVA shall be payable to the contractor and if they are on

the negative side PVA shall be recoverable from the contractor for the respective bill period of occurrence of fluctuations.

(ii) The rates quoted by the Contractor shall be treated as firm for the value of work required to be done in the first 12months of the contract period from the date of written order to commence work and no PVA is admissible on the same on any grounds whatsoever. The value of work required to be done during the first 12 months of the contract period shall be taken as 80% of the value of work to be done on pro-rata basis in 12 months as compared to the total stipulated completion period. No PVA is admissible on the value of work required to be done in first 12 months as worked out above, even if this value of work is actually done in a period longer than 12 months. However, in case of any delay in the first 12 months due to genuine reasons which are not attributable to the contractor, and which are beyond his control, such period of delay will be deducted from 12 months, and the value of work to be done will be 80% of the pro-rata value of work to be done in such reduced period on pro-rata basis.

(iii) (a) For works where the original stipulated period of completion is not more than 12 months, no PVA whatsoever is permissible under this clause. However, if the period of completion is delayed beyond 12 months on account of genuine reasons which are not attributable to the contractor and which are beyond his control, PVA will be admissible on the value of work done only in excess of value of work required to be done on a pro-rata basis in the first 12 months minus the period of such genuine delay.

(b) For purpose of admissibility of PVA all the cumulative period of extensions granted for reasons which are solely attributable to the contractor is excluded from the total extended period of the contracts and PVA shall not be admissible on the value of work done during such period of extensions, which are granted for keeping the contract current, but only due to reasons for which the contractor was solely responsible. Periods of extensions granted on account of genuine reasons which are not attributable to the contractor, and which are beyond his control will however, be included in the period for which PVA is admissible.

(c) Notwithstanding anything to the contrary mentioned in any other clause/ clauses of the contract, extensions of the contract period shall be granted by the Architect only with prior approval of the Bank. Extensions granted by the Architect without Bank's prior approval shall not bind the Bank for payment of PVA for work done in the concerned period of extensions.

(iv) (a) Where the total cost of work done beyond the value of work required to be done in the first 12 months (vide note (ii) and (iii) above does not exceed ₹50 lacs the total amount of PVA worked out on the basis of provisions of foregoing stipulations will be limited to an upper ceiling of 10% of such value of work done in excess of value of

work required to be done in the first 12 months, minus the cost of any materials issued/arranged by the Bank at fixed prices i.e. P – Y (these terms being as per definitions given formulae A and B above).

(b) Where the total value of work done beyond the value of work required to be done in the first 12 months exceeds ₹50 lacs, the PVA on the first ₹50 lacs will be calculated as provided for in the foregoing para and for the balance value of work done for which PVA is admissible subject to foregoing conditions, the PVA will have the upper ceiling of 10% but it will be worked out at a lower rate i.e. 80% of the amount worked out as per the formulae A and B referred to earlier.

(v) In working out the amount of PVA as per all the foregoing stipulations, value of such extra items or such portions of extra items the rates of which are derived from the prevailing market rates of materials and labour will not be included in the value of work done. Value of only such extra items or such portions of extra items, rats of which are derived entirely from tendered rates will be included in the value of work on which PVA as calculated.

(vi) For claiming the payment for PVA the contractor shall keep such books of accounts and other documents, vouchers receipts etc. as may be required by the Bank/Architect, for verification of the increased claims or reduction to be made as the case may be and he shall also allow Engineers and/or other duly authorized representatives of the Bank/Architects and furnish such information as may be required or called for to enable verification of the claim within a week of such request.

(vii) The contractor is required to submit to the Bank, through the Architect, his claims for PVA separately for each running Bill for the individual bill periods for the work paid to him by the Bank. He will also be required to submit detailed calculations in support of the claims.

(viii) No claim will be entertained from the contractor for interest or any other grounds for nonpayment or for any delay in payment of PVA due to late publication or non-availability of the necessary price indices or due to delay in preparation of the Running or Final Bills.

(ix) In view of adjustments for variations in process of materials and labor which have been covered in this clause no other adjustments for any reason whatsoever like statutory measures, taxes, levies, etc. will be allowed.

**43.0 Force Majeure**

**43.1** Neither contractor not SBI shall be considered in default in performance of their obligations if such performance is prevented or delayed by events such as war, hostilities revolution, riots, civil commotion, strikes, lockout, conflagrations, epidemics, accidents, fire, storms, floods, droughts, earthquakes or ordinances or any act of god or for

any other cause beyond the reasonable control of the party affected or prevented or delayed. However, a notice is required to be given within 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.

**43.2** 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.

**43.3** 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 of completion of the respective obligations under this agreement shall stand extended by a period equal to the period of delay occasioned by such events.

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

## 44.0 Local Laws, Acts, Regulations

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

(i) Minimum Wages Act, 1948 (Amended) (ii) Payment of Wages Act 1936 (Amended)

ii) Workmen's Compensation Act 1923 (Amended)
iii) Contract Labour Regulation and Abolition Act 1970 and Central Rules 1971 (Amended)
iv) Apprentice Act 1961 (Amended)
v) Industrial Employment (Standing Order) Act 1946 (Amended)
vi) Personal Injuries (Compensation Insurance) Act 1963 and any other modifications
vii) Employees' Provident Fund and Miscellaneous Provisions Act 1952 and amendment thereof
viii) Shop and Establishment Act
ix) Any other Act or enactment relating thereto and rules framed there under from time to time.

**45.0 SAFETY CODE:**

Safety as per annexure 7.5.7 should be followed.

**46.0 Accidents**

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

**47.0 BANK'S BUILDING PROJECTS – MAINTENANCE OF RECORDS**

| **A.** | **Registers at the site office** |
|---|---|
| 1 | Measurement Books. |
| 2 | Cement Register (Daily Record). |
| 3 | Steel Register. |
| 4 | Steel Consumption Register – Bill wise. |
| 5 | Drawings register |
| 6 | Materials at site register. |
| 7 | Hindrance Register. |
| 8 | Concrete cube Test Register. |
| 9 | File and register for extra / variation items. |
| 10 | Materials test Register and File. |
| 11 | Site Order Book (in triplicate). |
| 12 | Lead caulking Register. |
| 13 | Labour Reports and progress Reports Register. |
| 14 | Site Visit & Instructions Register. |
| 15 | Certified true copies of the contracts. |

## SPECIAL CONDITIONS OF CONTRACT

1. **INSPECTION OF DRAWINGS:**

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

2. **CONTRACTOR TO VISIT SITE:**

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

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

3. **EXECUTION OF WORK (PRICES TO INCLUDE):**

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

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

a)
1. Carrying
2. Hauling
3. Labour
4. Fixing
5. Watering
6. Cleaning
7. Making good and
8. Maintenance etc.

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

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

normal/natural causes.

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

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

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

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

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

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

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

**e) The rates quoted shall be exclusive of GST. However the GST as applicable shall be paid extra to the contractor .**

5. **SCHEDULE OF QUANTITIES:**

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

6.a. **QUANTITIES LIABLE TO VARY:**

This clause applies for unlimited variations (+ or -) for items of foundations and those executed below plinth level. For all other items, only in case where + variations of any item exceeds 100% of Quantities of respective items given in the schedule of quantities of the contract, such additional quantities of those items shall be treated as extra items and valued as per clause 45 of special conditions of contract, considering of that rates for these items cannot be derived from the contracted items of work.

The quantities indicated in the bill of quantities are only approximate, and hence may vary on either side (+ or -) for accomplishing the works enunciated under the scope of works, in accordance with designs, drawings and specifications and or instructions of the Architect & Employer. Variations may also occur, consequent upon addition or deletion or

substitution of particular items, change of designs or specifications during the course of execution. The contractor, in either case, is bound to carry out the modified quantities up to +100% (plus one hundred percent) variation, without any enhancement in rates and at the same rates as per accepted original tendered rates.

Please refer clause 4, 5 & 6 of General conditions of contract.

b. **FILLING OF TENDERS:**

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

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

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

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

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

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

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

7. **ACCESS OF INSPECTION:**

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

8. **DIMENSIONS:**

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

9. **PROGRAMME OF WORKS:**

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

The contractor must inform the Architects, 3 days in advance of requirement of respective drawings and details by him, from time to time. The contractor shall strictly adhere to the approved programme and arrange for the materials and labour etc., accordingly.

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

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

a. The contractor shall provide for all necessary storage on the site, in a specified area for all materials, in such a manner that all such materials, tools etc., shall be duly protected from damages by weather or any other cause. Stores for storage of cement shall have all weather proof floors, walls and roof and have proper locking arrangements and must be secure. All these must be maintained till the work is completed and so certified by the Architect. Necessary and adequate watch and ward for all such accommodations and stores shall be provided for by the contractor at his cost and same included in the rates/amounts quoted by him. All such stores shall be cleared away and the ground left in good and proper order on completion of this contract unless otherwise expressly mentioned herein.

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

quantities of such materials and prevent deterioration in quality due to water etc.

## 11. WATER AND ELECTRICITY:

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

## 12. PROCUREMENT OF MATERIALS:

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

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

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

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

## 13. SANITARY ACCOMMODATION IN SITE:

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

## 14. FACILITIES TO OTHER CONTRACTORS:

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

15. **TESTING:**

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

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

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

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

17. **SITE MEETINGS:**

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

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

The contractor shall be responsible for the custody and security of all materials and equipment at site and he will provide full time watchman/watchmen to look after his materials, stores, equipment's etc., including cement and steel at site and ensure that at no time unauthorized persons gains any access at works site.

23. **NOTICES:**

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

24. **STATUTORY REGULATIONS:**

The whole of the work including sanitation and electrical is to be complied with, as per the

requirements and bylaws of the relevant statutory authorities, including Contract Labour (Regulation and Abolition)Act, 1970 of Central Government.

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

The contractor shall take joint measurements with the Employer's representative (Project Management Consultant or any Engineer identified by the Bank) and Architect's representative before covering up or otherwise placing beyond the reach of measurement any item of work. Should the contractor neglect to do so, the same shall be uncovered at the contractor's expense or in default thereof, no payment or allowance shall be made for such work or the materials with which the same was executed.

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

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

**WORKS AT NIGHT:**

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

27. **WORKING ON HOLIDAYS:**

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

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

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

29. **REPORTING OF ACCIDENT TO:**

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

precautions as detailed in the safety code attached separately.

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

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

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

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

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

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

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

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

The contractor shall furnish to the architect & Employer the following from time to time:

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

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

c. The list of technically qualified persons (to be approved by the Architect) employed by him for the execution of the work within 3days from date of start of work,

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

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

**34. FORCE MAJEURE :**

Neither party shall be held responsible by the other for breach of any condition of this Agreement, attributable to any "Act of God", Act of State, Strike, lock-out or control or any other reason, beyond the control of the parties and any breach of clauses arising from

such Force Majeure conditions as aforesaid shall not be regarded as breach of the provisions of this Agreement.

## 35. ARCHITECT'S DRAWINGS AND INSTRUCTIONS:

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

## 37. COMPLETION OF WORK AND LIQUIDATED DAMAGES:

The work shall be completed in no.of days/months specified in the NIT, and reckoned as under: WITHIN ONE DAY AFTER CONFIRMATION.

(a) 3 days from the date of issue of work order.

or

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

or

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

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

## 38. BILLS OF PAYMENTS:

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

39. **WORKMANSHIP:**

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

**40. SCHEDULE OF QUANTITES:**

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

**41. SITE SUPERVISION:**

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

42. **ENGAGEMENT OF APPRENTICES:**

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

43. **RATES:**

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

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

The amount of each item shall be calculated and the requisite total is given. In case of

discrepancy between the unit rate and the total amount calculated from multiplication of unit rate and the quantity the unit rate quoted will govern and the amount will be corrected.

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

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

## 44. INCOME TAX:

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

## 45. EXTRA/SUBSTITUTED ITEM RATES:

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

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

## 46. SERVICES DRAWINGS/SHOP DRAWINGS/CATALOGUE:

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

## 47. PAYMENT:

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

48. **PERMISSION:**

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

**49. MAINTAINING REGISTERS AT SITE:**

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

**50. AGREEMENT:**

The successful contractor shall be required to enter into an agreement in accordance with the Draft Agreement and Schedule of Conditions etc., within 7 days from the date the contractor is advised by the Architect & Employer that his tender has been accepted. The contractor shall pay for all stamps and legal expenses incidental thereto. However, the written acceptance of the tender by the Employer, will constitute as a binding contract between the Employer and contractor, whose tender has been accepted, whether such formal agreement is or is not subsequently executed.

**51. INSURANCE:**

The contractor shall provide insurance in respect of damage to persons and property and firm insurance as per clause 27 and 28 of General conditions of contract. In addition he will also insure against riots and civil commotion. The insurance shall also cover third party and all the persons working at site and visitors including contractor's, worker's, Architect's and clients people, other contractor's workers etc. The contractor shall indemnify the Employer against any claim or compensation or mishaps of whatsoever nature at site during the progress of work.

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

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

**52. INDEBTEDNESS AND LIENS:**

The contractor agrees to furnish the Employer from time to time, during the progress of the work as requested, verified statement showing the contractor's total outstanding indebtedness in connection with the work covered by the contract. Before final payment is made, the Employer may require the contractor to furnish the Employer with satisfactory proof that there are no outstanding debts or liens in connection with the contract. If during

the progress of the work, the contractor shall allow any indebtedness to accrue to sub-contractor or other and shall fail to pay or discharge same within five (5) days after demand, then the Employer may withhold any money due to the contractor until such indebtedness is paid, or apply the same towards the discharge thereof.

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

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

54. **PHOTOGRAPHS:**

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

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

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

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

56. **SPECIAL CONDITIONS OF CONTRACT:**

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

57. **BIS CODES**

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

58. **AS BUILT DRAWINGS**

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

## GENERAL AND TECHNICAL SPECIFICATIONS

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

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

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

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

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

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

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

8. The contractor should verify all measurements given in the drawing at the site before commencing the work. Any difference should be clarified with the Consultant before commencing the work.

9. Partition line out shall be done at the site before starting the work and got approved from the Consultants.

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

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

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

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

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

**16. <u>Workmanship for Joinery:</u>**

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

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

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

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

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

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

**20. <u>List of Indian Standards referred to:</u>**

| | |
|---|---|
| IS : 1200 : Latest | Measurements of buildings & Civil Engineering works , methods of |
| IS : 287 – 1973 | Recommendation for maximum permissible Moisture content of timber. |
| IS : 1141 – 1973 | Code of practice for seasoning of timber. |
| IS : 3845 – 1966 | Code of practise for joints used in wooden furniture. |
| IS : 3548 – 1966 | Glazing in Buildings. |

| | |
|---|---|
| IS : 1137 – 1965<br>IS : 113 – 1950<br>IS : 133 – 1975<br>IS : 110 – 1968<br>IS : 129 – 1950 | Specification for ready mixed paint brushing matt or egg shell flat/wooden coating under-coating/finishing, Grey filler etc., for interiors. |
| IS : 1948 | Aluminium doors, windows & partitions. |

26. **Inspection and Testing:**

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

**MODE OF MEASUREMENTS**

| | | | |
|---|---|---|---|
| 1. | Partition Panelling | : | Sq.mt. area – one side only panelling finished length x finished height (frame work including vertical/horizontal members above the false ceiling will not be included in measurements and such members shall be treated as included in this mode of measurement in the case of partition having difference finished heights on either sides average height shall be considered eg.2400mm and 2500 then 2450mm will be average height. This will also include T.W. bends. |
| 2. | Storage Units | : | Sq.mt area – front elevation finished length x finished height |
| 3. | False ceiling | : | Sq.mt area finished length x finished width No. deduction of AC grills, lights, cutouts, cornices, drops etc., to be measured separate in Sq.mt. |
| 4. | Soffits | : | Sq.mt total finished length x total finished depth (width including drops of pelmet, if any). |
| 5. | Rounding off | : | All measurements shall be rounded off to the nearest second decimal point eg.21.465m will be 21.47m. |
| 6. | Measurement for venetian blinds | : | Actual area of the blinds physically fixed in place. |
| 7. | PVC flooring | : | Sq.mts area Finished length x Finished width (deducting Shall be made for columns, cutouts, etc) only finished area shall be paid. |

Wherever not mentioned measurements shall be measured as per ISI S.P.No.27.

## 14. SAFETY CODE

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

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

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

Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing, whose minimum height shall be 900mm.

Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 M in length while the width between side rails in ring ladder shall be in no case be less than 300mm. For longer ladders, this width should be increased atleast 6mm for each additional foot of length. Spacing of steps shall be uniform and shall not exceed 300mm.

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

II. **Demolition:**

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

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

b. No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically charged.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XIII. To ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangements made by the contractor shall be open to inspection by

the clients or the Architect.

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

XV. Notwithstanding the above clauses for (i) to (xiv), there is nothing in these to exempt the contractor from the operation of any other Act or Rules in force in the Republic of India.

# LABOUR LAWS AND RULES

The Site Engineer shall ensure that the contractor maintains relevant records and fulfils all conditions and requirements in accordance with

a. The payment of Wages Act

b. Employer's Liability Act

c. Workmen's Compensation Act

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

e. Apprentices Act 1961.

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

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

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

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

1. Principal Employer (Banks) is registered as per the Act.

2. Contractor holds a licence under the Act from the Local Labour Commissioner for the appointment of Contract labour.

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

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

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

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

## TECHNICAL SPECIFICATIONS – INTERIOR WORKS

**General Requirement:** All materials shall be new, first quality, of approved make and conform to the relevant BIS/IS standards, wherever applicable. Materials shall be brought to site in original manufacturer's packing with batch/identification details and shall be subject to approval of the Bank Engineer/Architect before use. The Contractor shall submit samples, technical data sheets and test certificates wherever called for. Approved equivalent makes may be used only with prior written approval.

### 1. GI METAL STUD / TRACK SYSTEM

Metal studs/tracks for dry-wall partitions and panelling shall be factory-formed galvanized steel sections, minimum 0.50 mm base metal thickness (BMT), of sizes indicated in drawings/BOQ, with corrosion-resistant zinc coating suitable for dry-wall applications.

Studs shall be installed generally at maximum 600 mm centres and tracks at floor, ceiling and intermediate locations as detailed. Additional studs/tracks shall be provided at doors, corners, junctions, openings and locations requiring strengthening.

All proprietary clips, screws, connectors and accessories shall be compatible with the system and installed strictly as per the manufacturer's recommendations.

### 2. CALCIUM SILICATE BOARD

Calcium Silicate boards shall be minimum 8 mm thick, high-density, moisture-resistant, non-combustible board suitable for interior partition/panelling applications. Boards shall be from an established manufacturer and conform to relevant applicable standards/test requirements.

Boards shall be fixed with corrosion-resistant self-tapping screws at manufacturer's recommended spacing. Joints shall be staggered, filled with compatible jointing compound and reinforced with approved jointing tape. Finished surface shall be even, true and ready to receive laminate/paint.

Contractor shall submit manufacturer's technical literature and, where required, fire/non-combustibility test certificates.

### 3. HDF / MDF / EG-MDF BOARDS

Boards used for furniture, counters and panelling shall be uniform, dimensionally stable, smooth and free from defects. Standard HDF/MDF shall be minimum 18 mm thick unless otherwise specified.

Exterior-grade/EG-MDF shall be used where specifically indicated and shall be moisture-resistant and suitable for the intended application.

Edges shall be properly sealed/lipped. Cut edges shall not remain exposed. Boards shall be stored flat, dry and protected from moisture.

### 4. BLOCK BOARD / PLYWOOD

Table tops shall generally be 25 mm thick block board of commercial/IS grade suitable for furniture use, with solid, well-bonded core and calibrated faces.

Plywood, wherever specified, shall be of approved grade appropriate to the location; marine/BWR grade shall be used where specifically stated. Boards shall be free from delamination, warping and open defects.

Marine plywood shall conform to applicable BIS requirements for marine plywood and shall be supported continuously at edges and intermediate locations as necessary.

### 5. LAMINATES

Decorative laminates shall be minimum 1.0 mm thick on exposed faces and 0.8 mm thick on unexposed faces wherever specified. Laminates shall be high-pressure decorative laminates of approved make, shade, texture and finish.

Laminates shall be bonded using approved contact adhesive/PVA or manufacturer's recommended adhesive, applied uniformly to clean, dry surfaces. Joints shall be neat, aligned and free from bubbles, chips and open edges.

Laminate shade/design shall be selected only after approval of the Bank Engineer/Architect.

**6. WOODEN / BEECH WOOD LIPPING**

Beech wood lipping shall be seasoned, straight, sound and free from knots, cracks, decay and warping. Dimensions shall be as specified in the drawings/BOQ.

Lipping shall be securely bonded/fixed, flush with adjoining surfaces and smoothly finished. Visible wooden members shall receive the specified low/zero-VOC coating system.

**7. TOUGHENED GLASS**

Glass shall be clear float glass or lacquered glass as specified, heat-strengthened/toughened by an approved processor. Thickness shall be 8 mm, 10 mm or 12 mm as indicated in drawings/BOQ.

Glass shall be free from scratches, bubbles, edge damage, optical distortion and other defects. All exposed edges shall be machine polished where specified. Holes, cut-outs and notches shall be completed before toughening.

Glass shall comply with applicable BIS requirements for thermally toughened safety glass for building use. Safety glazing shall be used wherever required by applicable codes.

**8. GLASS HARDWARE / PATCH FITTINGS**

Patch fittings, floor springs, locks, handles, brackets and other glass hardware shall be heavy-duty, corrosion-resistant and compatible with the glass thickness. Stainless-steel hardware shall generally be SS 304 unless otherwise specified.

All hardware shall be from approved make and shall be installed using manufacturer's recommended fixing methods. No drilling/cutting of toughened glass at site shall be permitted.

**9. FLUSH DOORS**

Flush door shutters shall be minimum 32 mm thick solid-core type with approved face finish/laminate and matching edge lipping/beading. Shutters shall be straight, true and free from warping.

Door frames/jambs shall be seasoned beech wood or approved equivalent as specified. All hardware including hinges, mortise lock/night latch, handles, door closer, stopper and cylinder shall be heavy-duty and of approved make.

All exposed timber shall receive minimum two coats of approved low/zero-VOC finish after proper surface preparation.

**10. FIRE-RATED DOORS**

UPS/electrical room fire doors shall be factory-manufactured, minimum 120-minute fire-rated galvanized steel doors of the specified thickness, complete with frame, fire-rated vision panel where shown and tested/approved hardware.

Door assembly shall have valid fire-resistance test certification from a NABL-accredited/competent testing laboratory or other authority acceptable to the Bank, covering the complete door assembly including frame, vision panel and relevant hardware.

Fire doors shall be self-closing and fitted with approved fire-rated hinges, closer, lockset and accessories. Installation shall strictly follow the tested manufacturer's system.

**11. FALSE CEILING – MINERAL FIBRE**

Mineral fibre acoustic ceiling tiles shall be approximately 600 x 600 mm and 15/16 mm thick, unless otherwise specified, with exposed T-grid system. Tiles shall have suitable humidity resistance, acoustic performance (NRC), light reflectance and fire performance as stated in the BOQ.

Tiles shall be clean, square, free from broken edges and staining. Grid members shall be galvanized/ corrosion-resistant and adequately suspended from the structural slab with approved hangers.

Cut-outs for lights, AC grilles, detectors and other services shall be neat and adequately supported.

**12. FALSE CEILING – GYPSUM BOARD**

Gypsum boards shall be minimum 12.5 mm thick standard/appropriate grade boards for concealed-grid suspended ceiling applications. Moisture-resistant or fire-resistant boards shall be used where specifically required.
GI ceiling framework shall be of proprietary sections of minimum thicknesses specified by the manufacturer and shall be suspended at appropriate spacing. Board joints shall be reinforced with paper tape and jointing compound and finished smooth.
Ceiling shall receive primer and minimum two coats of approved low/zero-VOC plastic emulsion paint. All service cut-outs shall be properly framed and strengthened.

**13. PAINTING**

Surfaces shall be cleaned, repaired and made dry, sound and free from dust, grease and loose material. Putty shall be compatible with the substrate and paint system.
Painting system shall generally comprise approved surface preparation, one coat primer, required putty coats, sanding and minimum two finish coats of approved low/zero-VOC plastic emulsion paint, or as recommended by the paint manufacturer.
Each coat shall be allowed to dry adequately before application of the subsequent coat. Finished surfaces shall be uniform in shade, free from brush/roller marks, patches and pinholes.

**14. ROLLER BLINDS**

Roller blinds shall comprise approved fabric of the specified quality and approximate basic fabric value indicated in the BOQ, with heavy-duty roller tube, brackets, chain/operating mechanism and bottom weight/profile.
Fabric shall be uniform, colourfast, free from weaving defects and suitable for interior use. Final shade, openness factor and texture shall be approved by the Bank Engineer/Architect.

**15. FROSTED / DESIGNER FILM**

Films shall be self-adhesive, optically uniform, durable and suitable for application on architectural glass. Film shall be from an approved manufacturer such as 3M/Harmony or approved equivalent.
Glass shall be cleaned and degreased before application. Film shall be installed without bubbles, wrinkles, creases, dust particles or visible adhesive marks, with patterns/alignment exactly as approved.

**16. WALLPAPER**

Wallpaper shall be washable, durable interior-grade material of approved make, design and shade. Basic material rate shall be as specified in the BOQ.
Substrate shall be smooth, dry, clean and free from loose paint/dampness. Approved adhesive compatible with the wallpaper shall be used. Joints, corners and terminations shall be neatly finished.

**17. ACP CLADDING**

ACP shall be minimum 4 mm thick with minimum 0.5 mm aluminium skins, of approved exterior/interior grade as applicable to the location. Core type shall be appropriate to the application and fire requirements.
Panels shall be fixed over an approved aluminium sub-frame of sizes indicated, with compatible brackets, rivets/fasteners, sealants and accessories. Panel joints shall be uniform and properly sealed where required.
Colour, finish and brand shall be approved before procurement. Cutting, routing, folding and fixing shall follow the manufacturer's recommendations.

**18. SOLID SURFACE / ACRYLIC SURFACE**

Solid acrylic surface sheets shall be minimum 6 mm thick, homogeneous, non-porous and suitable for furniture/countertop application. Approved equivalent brands may be used.
Joints shall be formed using manufacturer's recommended adhesive and colour-matched jointing compound. Surfaces shall be cut, chamfered, buffed and polished to obtain a seamless, smooth and hygienic finish.

**19. CARPET TILES**

Carpet shall be tufted loop-pile carpet tile, approximately 4–5 mm thick, with pile weight around 600 gsm and minimum 500 x 500 mm tile size, with PVC or approved backing as specified.
Carpet tiles shall be fixed over a clean, dry, level substrate using manufacturer's recommended adhesive. Tiles shall be laid true to line and pattern with tight joints and no curling, lipping or visible adhesive.

**20. LAMINATED WOODEN FLOORING**

Laminate flooring shall be minimum AC-4 wear class, with factory-finished decorative surface, approximately 1200 x 200 mm planks and click/locking joint system.
Flooring shall be laid over approved underlay on a smooth, level, hard and dry substrate. Moisture content and substrate flatness shall be checked before installation. Expansion gaps, transition profiles, reducers, end profiles and other accessories shall be provided as required.
Installation shall strictly follow the manufacturer's instructions. Damaged, chipped or warped planks shall not be used.

**21. LACQUERED GLASS**

Lacquered glass shall be minimum 6 mm thick, factory-coated on the rear face, with uniform colour and finish. Edges shall be properly finished and protected.
Glass shall be fixed to the approved backing/panelling using compatible neutral-cure silicone/approved adhesive and suitable mechanical restraint wherever required. Joints shall be neat and uniformly sealed.

**22. CEMENT SHEET / FIBRE-CEMENT BOARD**

Boards used for closing existing openings shall be minimum 6 mm thick, flat, sound and suitable for interior building applications. Boards shall be securely fixed to an adequate supporting framework.
Joints and screw heads shall be treated appropriately before putty and painting. Finished surface shall be flush with adjoining wall surfaces.

**23. MS MEMBERS FOR FURNITURE**

MS square tubes/sections shall be of approved structural quality, straight and free from rust, cracks and defects. Sections shall be cut, welded and ground to neat workmanship.
Steel members shall receive one coat of approved anti-corrosive primer and minimum two finish coats of approved enamel paint unless otherwise specified. Exposed welds shall be smoothened before painting.

**24. HARDWARE**

All hinges, drawer channels, locks, handles, tower bolts, door closers, stoppers, brackets and other hardware shall be heavy-duty, corrosion-resistant and of approved make.
Telescopic drawer channels shall be full-extension type of suitable load capacity. Hinges and locking hardware shall be selected according to shutter size and usage. Hardware shall be securely fixed and adjusted for smooth operation.

**25. ADHESIVES, SEALANTS AND ANCILLARIES**

Adhesives, sealants, primers, jointing compounds, tapes, screws, anchors and other consumables shall be compatible with the respective substrates and approved by the relevant material manufacturer.
Neutral-cure silicone shall be used where required for glass and sensitive surfaces. Sealants shall be UV/moisture resistant where exposed to such conditions.
Fasteners shall be corrosion-resistant and of adequate size/load capacity for the application.

**26. GENERAL QUALITY, APPROVAL AND TESTING REQUIREMENTS**

Before commencement of each item, the Contractor shall submit material samples and manufacturer's technical literature for approval. Approval of a sample shall not relieve the Contractor of responsibility for conformity with the specification.

Materials shall be stored in dry, protected and secure conditions. Materials damaged by moisture, improper storage or handling shall be removed from site and replaced at the Contractor's cost.
The Bank Engineer/Architect may call for test certificates, manufacturer's certificates, samples or third-party test reports for any material. No extra payment shall be made for routine testing and compliance documentation unless specifically provided in the BOQ.
All dimensions stated in the BOQ/drawings are indicative where so noted. Actual site dimensions shall be verified before fabrication. No item shall be fabricated solely from scaled dimensions.
Workmanship shall be neat, true to line and level, plumb, square and free from visible defects.
Interfaces between civil, electrical, AC, fire and other services shall be coordinated before execution.
Where a particular make/model is mentioned in the BOQ, the tender shall be read as 'specified make or approved equivalent' unless the tender specifically states otherwise. Equivalence shall be established on technical performance, quality, warranty, availability and intended application.
All completed works shall be handed over clean, dust-free and fully functional, including adjustment of hardware and removal of protective films, debris and surplus materials.

**27. DOCUMENTS TO BE SUBMITTED BY CONTRACTOR**

Udyam/GST/PAN and statutory documents as applicable to the tender.
Manufacturer's product datasheets, technical brochures and make/model details for major materials.
Test certificates/certificates of conformity wherever specified or requested.
Fire-rating certificates for fire-rated doors and associated assemblies.
Warranty/guarantee certificates for proprietary products, furniture and hardware as applicable.
Final approved colour/shade/sample schedule before bulk procurement.

**LIST OF APPROVED MANUFACTURERS / NATURAL SOURCES OF MATERIALS TO BE USED IN**
**THE INTERIOR WORKS SUBJECT TO THE APPROVAL OF SAMPLES BY THE CONSULTANT.**
**(ALL THE MATERIALS USED HAVE TO CONFIRM TO GREEN INTERIOR NORMS OF IGBC)**

| | **MATERIAL NAME.** | **BRAND / MANUFACTURER.** |
|---|---|---|
| 1. | PLYWOOD – BWR (Boiling Water Resistant, Termite Resistant & Borer Resistant) – CONFIRMING TO IS: 303. | GREEN PLY/KIT PLY/ UNIPLY/ AUSTIN PLYWOOD/ TIMEX / SAMRAT/ CENTURY/ ARCHID |
| 2. | LAMINATE – CONFIRMING TO IS : 2046-1995 | GREENLAM / ARCHID / MERINO / FORMICA / AICA / SIGNATURE/ CENTURY LAM / VIR |
| 3. | GLASS | SAINT GOBAIN / GUJRAT GUARDIAN / PILLINKTON / TRIVENI / MODIFLOAT / ASAHIFLOAT |
| 4. | HARDWARE. | HETTICH/ EBCO/ EFFICIENT GADGETS / HARDWIN / DORMA/ OZONE/ EVERITE/ GODREJ |
| 5 | ALUMINIUM SECTIONS | JINDAL/ INDAL/OEL |
| 6 | GLAZING | KONICA, GUJARAT GUARDIAN,INDOA-ASAHI, MODI-GUARD, SAINT GOBAIN |

| | | |
|---|---|---|
| 7 | FLUSH DOOR – CONFIRMING TO IS : 2202 (Part – 1) – 1991 | GREENPLY / CENTURY PLY/ TIMEX/ UNIPLY / KITPLY/ MERINO |
| 8 | BEECH WOOD. | SAMPLE AS APPROVED BY THE CONSULTANT. |
| 9 | VENEER. (4MM AND PAPER VENEER) – GROUP MATCHED, STRAIGHT GRAIN. | TIMEX/ CENTURY/ GREEN/ UNIPLY/ARCHID/ TRUWUD |
| 10 | BLOCK BOARD. | GOLDEN / TRUWUD / ARCHID / GREENPLY / KITPLY/ UNIPLY |
| 11 | GI SUPPORT SYSTEM FOR FALSE CEILING. | HUNTER DOGULAS / RONDO / US BORAL / GYPROC / ARMSTRONG |
| 12 | GI DRY WALL PARTITION SYSTEM. | RONDO / US BORAL / GYPROC / ARMSTRONG |
| 13 | PLASTER BOARDS. | GYPROC/ LAFARGE/ KNAUF |
| 14 | SOFT BOARD. | JOLLY BOARD |
| 15 | SCREWS. | GKW NETTLEFOLD/ TEKNIC FASTNERS/ OR AS APPROVED. |
| 16 | ADHESIVES. | FEVICOL SH / ARALDITE / VAMICOL/ JEEVANJORE |
| 17 | PAINT. | ASIAN / NIPPON / BERGER / KANSAI NEROLAC |
| 18 | FLOOR SPRING / DOOR CLOSER. | DOORSET / STERLING / OZONE/ HAFFALE/ HARDWYN/ EVERITE |
| 19 | TEXTURED PAINT. | TERRACO / SPECTRUM / ASIAN |
| 20 | WOODEN FLOORING. | PERGO/ EGO/ UNITEX |
| 21 | WRITING BOARD. | WHITE MARK |
| 22 | MDF/ HDF | NUWUD / CENTURY/ ARCHIDPLY/ ASIS/ GREENPLY / VIR |
| 23 | DOOR LOCKS. | DOORSET / OZONE/ HAFFALE/ GODREJ |
| 24 | CEILING TILES. | ARMSTRONG /DAIKIN/HUNTER DOGULAS/ BORAL OR AS APPROVED. |
| 25 | VITRIFIED TILES (DOUBLE CHARGED). | JOHNSON/ ORIENT BELL/ SOMANY/ KAJARIA/ ASIAN / CENGRES / MARBITO / RAK / SIMPOLO / MURDESHWARA |
| 26 | VENETIAN/VERTICAL/ ROLLER BLINDS | VISTA LEVALOR/ HUNTER DOGULAS/ MAC |
| 27 | TILE ADHESIVE | BAL ENDURA/ ROFFE/ FOSROC/ PIDILITE/ LATICRETE |
| 28 | ALUMINIUM COMPOSITE PANELS | ALSTRONG/ EUROBOND/ ALUKBOND/ ALUCOMAT/ ALCOPLA |
| 29 | ACRYLIC SOLID SURFACE (CORIAN) | LG/ GRANIUM/ MERINO/ DuPont/ LUXOR |

| | | |
|---|---|---|
| 30 | CEMENT | Ramco, CCI, ACC, Ultra Tech, Zuari or equivalent |
| 31 | STEEL | Tata Tiscon, Vizag Steel or equivalent |
| 32 | UPVC WINDOW | Fenesta, LG, Wintech or equivalent |
| 33 | SANITARY FITTINGS | Kohler, Jaquar, Hindware, Grohe or Equivalent |
| 34 | SANITARY WARES | Parryware, Hindware, Kohler or Equivalent |
| 35 | SOIL WASTE & VENT PIPES | Supreme/Prince/Ashirvad & equivalent |
| 36 | WATER PROOFING COMPONENT | Fosroc, Cera-chem, Dr. Fixit or equivalent |
| 37 | WATER SUPPLY PIPES | For Internal Cold-Water Works: Ashirvad/Astral flow guard/ Supreme / finolex or equivalent make SDR - 13.5-CPVC pipe with CPVC brass threaded fitting or equivalent<br><br>For Internal Hot Water Works: Ashirvad/Astral flow guard/ Supreme / finolex or equivalent make SDR - 11-CPVC pipe with CPVC brass threaded fitting or equivalent |

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

# PRICE - BID

(Refer annexed file/section in e-tender portal)