TENDER ID: AHMSAO2/26-27/43

STATE BANK OF INDIA

INVITES E-TENDER

FOR

INTERIOR FURNISHING Work at HERITAGE GALLERY AT FIRST FLOOR AT SBI SURAT MAIN BRANCH, RBO 2, SURAT.

FROM

THE SBI AHMEDABAD CIRCLE EMPANELLED FURNITURE WORK CONTRACTORS UNDER THE CATEGORY OF WORKS UP TO RS. 25.00 LAKHS AND ABOVE

THE LAST DATE OF SUBMISSION OF ONLINE TENDERS:

06.11.2026 UP TO 03:00 PM

NO PHYSICAL SUBMISSION OF DOCUMENTS REQUIRED (EMD NOT APPLICABLE AS PER GOVT. RULES)

PART – A (TECHNICAL BID)

TENDER SUBMITTED BY:

NAME :

ADDRESS:

DATE :

ARCHITECTS : SOPAN

Ar. AJAY CHOWDHURY

202, RIVER PALACE WING-B NANPURA,
SURAT- 395001

M: **02612471302 ,09825117854**

PART – A (TECHNICAL BID)
NOTICE INVITING TENDER (NIT)

SBI through its Architect - Ar. Ajay Chowdhury architects and interior designer, invites Online tender in two bid system,from the Bank's Empanelled Furniture contractors of Ahmedabad Circle for INTERIOR FURNISHING Work at **HERITAGE GALLERY AT FIRST FLOOR AT SBI SURAT MAIN BRANCH,RBO 2, SURAT**.

1	Name of Work	PROPOSED FURNITURE WORK OF HERITAGE GALLERY AT FIRST FLOOR AT SBI SURAT MAIN BRANCH, RBO 2, SURAT, GUJARAT.
2	Time allowed for completion	30 days from date of acceptance of work order.
3	Earnest Money Deposit	Rs. 21,700/- by means of Demand Draft / Pay Order (Valid for a period of 90 days from the last date of submission of the tender) from any scheduled Nationalized Bank drawn in favour of **State Bank of India, payable at SURAT. [Those registered with MSME-UDYAM need not submitted EMD. Instead DD, Valid MSME UDHYAM certificate shall be uploaded]**
4	Initial Security Deposit	NA(as per Government directives)
5	Total Security Deposit	5% of the final bill amount including ISD
6	Estimated cost of work	21,77,100.00/-
7	Start and end date for downloading of tender documents form Bank's website	**30.11.2026 to 06.11.2026** *at www.sbi.co.in under <Link><SBI in the news >procurement news.*
8	Last date & time for submission of online technical bid and Sealed Price Bid	**06.11.2026 up to 03.00 pm**.
9	Address at which & Process Compliance Form has to be submitted	The Asst Gen Manager/CM(Admin), State Bank of India RBO II, SURAT 395001
10	Date and time of opening of online technical bid & Sealed Price bid	**06.11.2026 at 03.30 pm.**
11	Agency for arranging online Bidding (Technical bid and sealed price bid)	M/s. Antares Systems Limited, Mr. Kushal Bose Mobile No.: +91 9674758719 e-Mail: kushal.b@antaressystems.com
13	Defect liability period.	12 months from the date of Virtual Completion
14	Validity of offer.	90 days from the date of opening of Price-bid
15	Liquidated damages	0.50% of contract amount per weeks subject to max. 5% of contract value or final bill value.
16	Value of Interim Certificate	No advance on materials I plant I machinery or mobilization advance shall be paid under any circumstances Only full and final payment shall be made after satisfactory completion of work.
17	Insurance	The contractor shall obtain all necessary insurance policies as per the governing laws applicable at the center& shall require to produce the original policy of Insurance & receipt of the premium as applicable in the matter to the Architect/Bank.

18	Water and Electricity	If contractor is permitted to use SBI source of water & electricity, the SBI will recover @ 0.5% of contract amount from the final bill of contractor. However further distribution & extension & light fixtures etc. With required MCB switches, switch boards, lamp, tube etc. shall be arranged by the contractor at their own cost within the accepted tender amount. Bank will recover 0.5% of the final bill amount towards consumption of water & electricity.
19	Rates	Rates quoted shall be inclusive of all existing & future (including variation) taxes, duties, levies, royalties, transportation, other incidental charges, WCT etc. PVA & PVA Clause shall not be applicable. Note: GST will be paid Extra as per Applicable norms. If any tenderer puts any condition/anything/any taxes extra over and above their quoted rates the tender shall be summarily rejected.
18	Tenders can be downloaded from the bank's website **www.sbi.co.in**(link)<SBI In the news<Procurement News> or SBI e-Tender Portal ***www.tenderwizard.in/SBIETENDER***. It shall be responsibility of the contractor to timely submit the technical and financial bid. SBI, in no case shall be responsible for site issues/ delay in tender submission.	
19	The contractor shall read and understand each page of the tender document thereby ensuring the number and sequence of all pages.	
20	No conditions other than mentioned in the tender will be considered, and if given they will have to be withdrawn before submission of final quote, else their bid will be rejected.	
21	Tenders received without EMD and Process Compliance Form shall be summarily rejected and such tenders shall not be allowed to participate in the Price bid process/ rejected/ not considered/ or as decided by Bank.	
22	The Bank will place an order as per its requirement and quoting minimum rate for any category does not provide any guarantee for receiving order for that item by the firm who quotes lowest rates.	
23	**THE TENDERER HAVE TO PAY ADDITIONAL SECURITY DEPOSIT (ASD) / ADDITIONAL PERFORMANCE GUARANTEE (APG) SHALL BE APPLICABLE IF THE QUOTED BID PRICE AMOUNT IS MORE THAN 10% BELOW THAN THE ESTIMATED COST PUT TO THE TENDER. THE ADDITIONAL SECURITY DEPOSIT (ASD) / APG SHALL BE THE DIFFERENCE AMOUNT BETWEEN 90% OF ESTIMATED COST AMOUNT AND QUOTED AMOUNT BY THE LOWEST BIDDER AFTER REVERSE AUCTION. THE WORK ORDER IS ISSUED AFTER THE SUBMISSION OF ADDITIONAL SECURITY DEPOSIT SUCCESSFULLY PAID BY THE BIDDER. NO INTEREST IS PAID ON THIS DEPOSIT. AND IT WILL BE RELEASE AFTER SUCCESSFULLY COMPLETION OF THE PROJECT.**	
24	Bank reserves the right to cancel any/ all tenders sat any stage without assigning any reasons.	
25	The Bank reserves the right to accept the tender in full or in part and the tender shall have no claim for revision of rates or other conditions if his tender is accepted in parts.	
26	In case the date of tendering is declared as a holiday, the tendering will be conducted on the next working day at the same time.	
27	SBI reserves the right to accept or reject any or all the tenders, either in whole or in part without assigning any reason(s) for doing so, no claim / correspondence shall be entertained in this regard. For any clarification regarding Tendering procedure, please contact SBI RBO-3 SURAT, whose address is mentioned in the NIT or Architect Ajay Chowdhury (M) 987917886.	
28	It is vendor's/supplier's responsibility to be well prepared and get ready with E-Tendering procedures & well equipped with all requirements. SBI will not take any responsibility of delay in submission ~~due to EMD~~, slow internet connectivity, system failures etc.	

Ar.Ajay Chowdhury

Sign and Seal of contractor

29	Only final payment will be made.
30	Percentage, if any, to be deducted from bills and total amount to be retained: 10 % from Running Bills, subject to maximum Total 5% of contract amount or actual Final Bill value.

Yours Faithfully,
The Asst Gen Manager/CM(Admin)
State Bank of India
RBO II, SURAT 395001

Ar.Ajay Chowdhury

Sign and Seal of contractor

FORM OF TENDER

To,
Assistant General Manager,
State Bank of India, RBO-2, SURAT 395001

PROPOSED FURNISHING WORKS FOR HERITAGE GALLERY AT FIRST FLOOR AT SBI SURAT MAIN BRANCH,RBO 2, SURAT

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

MEMORANDUM

(a)	Description of work	Proposed Furnishing works at HERITAGE GALLERY AT FIRST FLOOR AT SBI SURAT MAIN BRANCH,RBO 2, SURAT
(b)	Earnest Money	Rs. 21,700.00/- by means of Demand Draft / Pay Order (Valid for a period of 90 days from the last date of submission of the tender) from any scheduled Nationalized Bank drawn in favour of **State Bank of India, payable at SURAT. [Those registered with MSME-UDYAM need not submitted EMD. Instead DD, Valid MSME UDHYAM certificate shall be uploaded]**
(c)	Percentage, if any, to be deducted from Bills and total amount to be retained	10 % from Running Bills, subject to maximum Total 5% of contract amount or actual Final Bill value.
(d)	Time allowed for completion of work from the date of issue of work order.	30 days from the date of commencement as per tender.

Should this tender be accepted, I/we hereby agree to abide by and fulfill the terms and provisions of the said conditions of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit and pay to SBI, the amount mentioned in the said conditions.

~~I/we have deposited Demand Draft / Banker's Cheque / FDR for a sum of **Rs.9,900/-** as Earnest money deposit with the SBI. Should I/we do fail to execute the contract when called upon to do so, I/we hereby agree that this sum shall be forfeited by me/us to SBI.~~

We, hereby, also undertake that, we will not raise any claim for any escalation in the prices of any of the material during the currency of contract/execution/completion period. I/We have deposited a sum of Rs. NIL of the total tender amount as Earnest Money with the State Bank of India which is not to bear any interest. Should I / We fail to execute the Contract when

called upon to do so I/ We do hereby agree that this/any sum shall be forfeited by me/us to SBI and any suitable action may be taken by the Bank against us.

Yours faithfully,

Signature of contractor With Seal

1) Our Bankers are: i) ii)

The names of partners of our firm are: i) ii)

Name of the partner of the firm Authorized to sign
Or

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

Yours faithfully,
Signature of Contractors.
Signature and addresses of Witnesses i) ii)

LIST OF EMPANELLED INTERIOR CONTRACTORS UP TO RS. 25 LAKH.

1	**Abhay Interiors,** SB/3, Nandanvan Complex, Nr. Citizen Society, Rameshwar Mandir Road, Ellora Park, Vadodara - 390021	9825327845 abhayv845@gmail.com
2	**Raj Décor,** A-202, Arpan Flat, OppHariba Park, Nr Sukurti Nagar society, diwalipura, Vadodara -0390015	9426081311 rajdecorbaroda@gmail.com
3	**Rakesh B Sharma,** F/2-24, Om Shanti Nagar-2, Nr. BhammariyaKuwa, LambhaVatwa Road, Vatwa, Ahmedabad	9426240961/9624730951 rakeshbsharma1983@gmail.com
4	**Umesh Engineering works,** Gala No A-10, D M Singh Compound, Opp Shraddha Tower, Thakur complex, Kandivali (East), Mumbai - 400101	9821098131/9869423623 umeshengineeringworks@gmail.com
5	**Arvind C Shukla & Co.,** "Meeta" 7/A, Tushar Society, Opp Ghelani Petrol Pump, Nizampura, Vadodara - 390002	9227100313/9099550373 surit_as@yahoo.com
6	**HarshadFurniture** Mart, Sadar, Moti Tanki Chowk, Opp. Vedanta (Ratlam - 2) Hospital, Near Eagle Travels Office, Jigar Pan Street, Rajkot - 360001	9898198877/9979744997 harshad_furniture@yahoo.com
7	**Shree Pithad Decorators,** 82, Kalakunj Society - 1, Water Tank Road, Nr Aavakar Hall, Karelibaug, Vadodara - 390018	9376215159 nilesh.spd@gmail.com
8	**The Decorator,** 109-110, City Enclave, BS Baroda High School, Polo Ground (South), Vadodara - 390001	9825028363 thedecoratorsindia2gmail.com/ dilipnachankar@gmail.com
9	**SHREE SAI CONSTRUCTION,** E 402 SHIKHAR-1 ABHAY NAGAR SOCIETY, VADODARA-390023	9426007886/9427612103 shyamprasad.kumble@gmail.com

Ar. Ajay Chowdhury

Sign and Seal of contractor

10	**SHREE THAKAR FURNITURE WORKS,** RAMESH INDUSTRIES LANE, BEHIND WADI SHAK MARKET, PARATAPNAGAR ROAD, BAORDA	9426024569/9426588635,/9909416839
11	**R.S.ENTERPRISES**, (HEAD OFFICE) C 74 PATEL NAGAR, RAISEN ROAD, BHOPAL - 462021 (BRANCH OFFICE) BHASAN SINGH, 236/6, SHIV NAGAR COLONY,GANDHIDHAM - KUTCH, GUJARAT - 370201	9826961063/9425378197, rsenterprises73@gmail.com.
12	**TEZ CORPORATION**, A/55 AKRUTI SOCIETY, AJAY APARTMENTS-5 VASTRAL ROAD, AHMEDABAD	9426020113 tez267@gmail.com
13	**PATEL CONSTRUCTION CO.,** 18, Sanket Complex, N.H.No./, Naroda, Ahmedabad	9427007484 patelconstructioncompany99@yahoo.com
14	**M/S DEVI KRUPA CORPORATION** 65 Kanan Residency, B/H Panchayat Office, Nana Chiloda, Ahmedabad - 382330	9825068135
15	**DURGA FURNISHERS** 1, Adesh apartment, Nr. DharnidharDerasar, Shreyas Crossing Road, Paldi, Ahmedabad - 380007	9898094841/9998948412 durga79m@gmail.com
16	**S R ENTERPRISE,** 128, Sarvoday Co-operative Society, Nr. Ramvadi, Opp. Dev Castle, Isanpur, Ahmedabad -382443	9824690946/9601253767 srenterprises365@gmail.com
17	**PRAKASH FURNITURE,** 4 - Laxmi Estate, B/H Navneet Press, Ajod Dairy Road, Rakhial, Ahmedabad - 380023	9824021548/9824021498 prakashfurn@gmail.com, prakashfurniture2013@gmail.com
18	**SURENDER FURNITURE,** J-201, SANGANI PLATINIUM, OPP. SATVA-2, B/s SHRINATH RESIDENCY, NAROL, AHMEDABAD - 382405.	9824054688/8401021565, surenderfurniture@gmail.com
19	**FIRM - AMUL TRADERS,** 35, PRASHANT PARK SOCIETY, BEHIND FATEHNAGAR, NR. DHANVANTARI GARDEN, PALDI, AHMEDABAD - 380007	9825005970 nineshipanchigar@gmail.com
20	**M/s Daxesh Furniture Mall,** 48-49, Jay Hanuman Estate, ChoshathJogani Mandir Road, Nr. Navjivan Hyundai Showroom, UdhnaMagdalla Road, Surat - 395004	9824126610 info@daxeshfurnituremall.com

Ar. Ajay Chowdhury

Sign and Seal of contractor

LIST OF EMPANELLED INTERIOR CONTRACTORS UP TO Rs. 50.0 LAKH

1	**R S Enterprises,** C-74, Patel Nagar, Raisen Road, Bhopal (M.P.) - 462022	9826961063/9425378197 rsenterprises73@gmail.com
2	**Payal,** 12/E Shilpalay Shopping Centre, B/H Old Anjali Cinema, Vasna, Ahmedabad - 380007	9426485544/9825077428 manan.2407@gmail.com
3	**Gurukripal Wooden Furniture,** Ramnath Mahadev Mandir, OppIdgah Medan, Pratapnagar Road, Vadodara - 390004	9427981212/9824093358 gurukripal@yahoo.co.in
4	**Harishkumar Narandas Mistry,** 33, 2nd Floor, Municipal Shopping Centre, Kotsafil Main Road, Surat	9825981475/9925170302 harishmistry1971@gmail.com
5	**Devi Krupa,** 26/A, Jivrajpark Society, B/H Sahjanand Tower, Jivrajpark Cross Road, Vejalpur, Ahmedabad - 380051	9825013223/9925039223 devikrupa9297@yahoo.com
6	**Raj Interior,** Plot No 13, Milan Industrial Estate, Dharmshi Desai Marg, Near ChhaniJakat Naka, Vadodara - 390024	9825321878 rajinteriorbaroda2@gmail.com
7	**RajalInfracon,** LG - 2, Sargam Complex, Opp. Bhulakabhavan School, Nr. Reid & Tailor Showroom, Nr. Hero Honda godown, Adajan - Hazira Road, Surat	9898544404 nirajnmehta@yahoo.co.in
8	**LAXMI INTERIOR,** 106/18A VARDHAMAN PARK, DESHMUKH HOMES, TATA POWER HOUSE, KALYAN SHILL ROAD, DOMBIVALI(E)	7021634858/9322255135/ 8451899148, laxminarayanjangid5@gmail.com.
9	**MISTRY & SONS,** MAA KRUPA BUILDING, B/H NAVA FALIA, OPP MEHTA PETRO, PUMP, KATARGAM, SURAT	9723747744/9825191014/261-2485044/ 8160074393 sanju6206@gmail.com.
10	**VARDHAN CONSTRUCTION,** 202 VANSHIKA RESIDENCEY, 12 UTKANTH SOCIEYT, BEHIND ALKAPURI CLUB, ALKAPURI BARIDA	9825533571/7990251062
11	**MAMTA WOOD DECORATE(INDIA)** O/S CHANDPOLE NEAR VIDHYA SOLA SCHOOL, JODHPUR (Rajasthan), Pin code: 342001	0291-2790444/9782343734 mwdindia@yahoo.com
12	**PHONIX FURNISHERS,** E4/141, ARERA COLONY, BHOPAL - 462016	7999552829/9827096677/ 9999765017 phonixfurnishers@gmail.com
13	**ASTHA ENTERPRISES,** 1602, Crimson Tower, Akurli Road, Lokhandwala Complex, Kandiwali (E), MUMBAI-400101	7738009043/8828263768/ 022-40030967 Aastha.enterprises@ymail.com

Ar. Ajay Chowdhury

Sign and Seal of contractor

LIST OF EMPANELLED INTERIOR CONTRACTORS UP TO Rs. 100 LAKH

1	**Mukund Furniture,** 683/1, Ganesh Temple road, MotaThakor Vas, OppVankar Vas, B/H Nirmal Nagar Society, Vatva Gam, Ahmedabad - 382440	9081115137 mukundfurniture@gmail.com
2	**PHONIX FURNISHERS,** E4/141, ARERA COLONY, BHOPAL - 462016	7999552829/9827096677, phonixfurnishers@gmail.com.
3	**ARIHANT DÉCOR,** 301 WAIKIKI APARTMENT, ANAND NAGAR, NEAR VARTAK SCHOOL, VASAI(W) PALGHAR	9326877256/9511637029
4	**LIVEFURNISHERS**, GF/2 MANSUR MANZIL, OPP BATA SHOW ROOM, ASHRAM RAOD AHMEDABAD	079-26580996/9824023048 rvshah54@hotmail.com
5	**DECORA** 40, Mahavirnagar Society, Nr. L J College, Vastrapur, Ahmedabad - 380015	9825073947 decora1967@gmail.com

LIST OF EMPANELLED INTERIOR CONTRACTORS UP TO Rs.200 LAKH

1	**Grid Interiors Pvt. Ltd.,** E-326, Greater Kailash-2, New Delhi - 110048	9810135852 thegridprojects@gmail.com
2	**SHAH ASSOCIATES,** OPP LAXMI BHAVAN, NEW STATION ROAD, BHUJ KUTCHH - 370001	02832-226067/9825228305
3	**PHONIX FURNISHERS,** E4/141, ARERA COLONY, BHOPAL - 462016	7999552829/9827096677/ 9999765017 phonixfurnishers@gmail.com
4	**POORAN CHAND SHARMA & SONS**, 1/70 W H S TIMBER MARKET, KIRTI NAGAR, NEW DELHI - 110015.	011-41420277/9810111055 sds.pcss@gmail.com.
5	**A RAJ CONSTRUCTION CO.** Office No. 301, Top Floor, Bharat Chamber, Scindia House, Connaught Place, New Delhi - 110001	9873960024/9873937633 a_rajconstruction@yahoo.co.in
6	**Inter Furn** HIG-1/637, Arvind Vihar, Opposite UCO Bank, Bagmugaliya, Bhopal - 462043	0755-2488430/09425301192-93 interfurn1@rediffmail.com

LIST OF EMPANELLED INTERIOR CONTRACTORS UP TO Rs.500 LAKH

1	**MAHENDRU CONSULTANTS,** 16 VINDHYACHAL APARTMENTS, INDER ENCLAVE, NEW DELHI	011-25289843/9818446200/9810000608 mahendruconsultants@gmail.com
2	**SANJEEV FURNISHERS PVT LTD,** R-552,2nd floor,Shankarroad,Newrajindernagar,New Delhi-110060	011-28741050/011-45088541/9810350767 sanjeev@sanjeevfurnishers.com
3	**MAHENDRA REALTORS & INFRASTRUCTURE PVT LTD,** 603 QUANTUM TOWER, 6TH FLOOR, RAM BAUG LANE, NEXT TO SBI MALAD WEST INDUSTRIAL BRANCH, MALAD(W) MUMBAI - 400 064	022-28828239/28807684 EMAIL - info@mripl.net, tenders@mripl.net
4	**M/s InTeRmArc,** 1191-A, Arjun Nagar, Kotla Timber Market, New Delhi - 110003	9717070610/9717070613/9818111113 info@intermarc.co.in taranjitbawa@intermarc.co.in

Ar. Ajay Chowdhury

Sign and Seal of contractor

SAMPLE BUISNESS RULE DOCUMENT

ONLINE E-TENDERING FOR FURNITURE WORK OF

HERITAGE GALLERY AT FIRST FLOOR AT SBI SURAT MAIN BRANCH,RBO 2, SURAT

(A) Business rules for E-tendering:

1. Only Bank's empanelled FURNITURE WORK contractors with SBI under appropriate category who are invited by the project Architect/SBI shall only be eligible to participate.
2. SBI will engage the services of an E-tendering service provider who will provide necessary training and assistance before commencement of online bidding on Internet.
3. In case of e-tendering, SBI will inform the vendor in writing, the details of service provider to enable them to contact and get trained.
4. Business rules like event date, closing and opening time etc. also will be communicated through service provider for compliance.
5. Contractors have to send by email, the compliance form in the prescribed format (provided by service provider), before start of E-tendering. Without this the vendor will not be eligible to participate in the event.
6. The Contractors will be required to submit the various documents in sealed Envelope to the office of SBI STATION ROAD BRANCH, BHARUCH at the address mentioned hereinbefore by the stipulated date i.e. ~~(1) Demand Draft of specified amount of EMD (NOT APPLICABLE AS PER GOVT. RULES),~~ (2) Process compliance form dully signed. Contractors not submitting any one or more documents shall not be eligible to participate in the on-line price bidding.
7. E-tendering will be conducted on schedule date &time.
8. **The e-tendering will be treated as closed only when the bidding process gets closed in all respects for the item listed in the tender.**

(B) Terms & conditions of E-tendering:

SBI shall finalize the Tender through e-tendering mode for which M/s. Antares Systems Limited has been engaged by SBI an authorized service provider. Please go through the guidelines given below and submit your acceptance to the same along with your Commercial Bid.

1. E-tendering shall be conducted by SBI through M/s. Antares Systems Limited, on pre-specified date. While the Contractors shall be quoting from their own offices/ place of their choice, Internet connectivity and other paraphernalia requirements shall have to be ensured by Contractors themselves. In the event of failure of their Internet connectivity, (due to any reason whatsoever it may be) it is the bidders' responsibility
   In order to ward-off such contingent situation bidders are requested to make all the necessary arrangements / alternatives such as back–up power supply whatever required so that they are able to circumvent such situation and still be able to participate in the E-tendering successfully.
   Failure of power at the premises of Contractors during the E-tendering cannot be the cause for not participating in the E-tendering.
   On account of this the time for the E-tendering cannot be extended and SBI is not responsible for such eventualities.
2. M/s. Antares Systems Limited, shall arrange to train your nominated person(s), without any cost to you. They shall also explain you all the Rules related to the E-tendering. You are required to give your compliance on it before start of bid process.
3. BIDDING CURRENCY AND UNIT OF MEASUREMENT: Bidding will be conducted in Indian currency & Unit of Measurement will be displayed in Online E-tendering.

4. BID PRICE: The Bidder has to quote the rate as per the Tender Document provided by SBI through their appointed Architects.
5. VALIDITY OF BIDS: The Bid price shall be firm for a period specified in the tender document and shall not be subjected to any change whatsoever.
6. Procedure off-tendering:

i. Online E-tendering:

(a) The hard copy of the Technical as well as Price Bid is available on the Bank's website during the period specified in the NIT.
(b) Online e-tendering is open to the empanelled bidders who receive NIT from the Architect and qualified for participating in the price bidding as provisions mentioned hereinabove through SBI approved Service Provider.
(c) The Price-Bid shall be made available online by the Service Provider wherein the contractors will be required to fill-in their item- wise rates for each item.
(d) The Contractors are advised not to wait till the last minute to submit their online item-wise quote in the price bid to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.
(e) It is mandatory to all the bidders participating in the price bid to quote their rates for each and every item.
(f) In case, contractor fails to quote their rates for any one or more tender items, their tender shall be treated as "Incomplete Tender" and shall be liable for rejection.
7. LOG IN NAME & PASSWORD: Each Bidder is assigned a Unique User Name & Password by M/s. Antares Systems Limited. The Bidders are requested to change the Password after the receipt of initial Password from M/s. Antares Systems Limited. All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.

8. BIDS PLACED BY BIDDER: Bids will be taken as an offer to execute the work as specified. Bids once made, cannot be cancelled / withdrawn and the Bidder shall be bound to execute the work at the quoted bid price. In case the L1 Bidder backs out or fails to complete the work as per the rates quoted, SBI shall have the liberty to take action as deemed necessary including de-paneling such contractors and forfeiting their EMD (NOT APPLICABLE AS PER GOVT. RULES)/ EMD amount through any means and imposing heavy penalty to contractor to recover the losses occurred to the Bank.

9. At the end of the E-tendering process, SBI will decide upon the winner. SBI decision on award of Contract shall be final and binding on all the Bidders.
10. SBIshallbeatlibertytocanceltheE-tenderingprocess/tenderatanytime, before ordering, without assigning any reason.
11. SBI shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.
12. Other terms and conditions shall be as per your techno-commercial offers and other correspondences till date.

13. OTHER TERMS &CONDITIONS:
- The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other suppliers/ bidders.
- The Bidder shall not divulge either his Bids or any other exclusive details of SBI to any other party.
- SBI decision on award of Contract shall be final and binding on all the Bidders.
- SBI reserve their rights to extend, reschedule or cancel any E-tendering within its sole discretion.
- SBI or its authorized service provider M/s. Antares Systems Limited shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.

- SBI or its authorized service provider M/s. Antares Systems Limited is not responsible for any damages, including damages that result from, but are not limited to negligence.
- SBI or its authorized service M/s. Antares Systems Limited will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information, etc.

N.B.

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

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

PROCESS COMPLIANCE STATEMENT (ANNEXURE II)

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

To,

M/s. Antares Systems Limited,
Mr. Kushal Bose
Mobile No.: +91 9674758719
e-Mail: kushal.b@antaressystems.com

AGREEMENT TO THE PROCESS RELATED TERMS AND CONDITIONS FOR THE ONLINE E-TENDERING FOR FURNITURE WORK OF HERITAGE GALLERY AT FIRST FLOOR AT SBI SURAT MAIN BRANCH,RBO 2, SURAT - 395007.

Dear Sir,
This has reference to the Terms & Conditions for the E-tendering mentioned in the Tender document
This letter is to confirm that:

1) The undersigned is authorized representative of the company.
2) We have studied the Commercial Terms and the Business rules governing the E-tendering as mentioned in RFP of SBI as well as this document and confirm our agreement to them.
3) We also confirm that we have taken the training on the E-tendering tool and have understood the functionality of the same thoroughly.
4) We confirm that SBI and M/s. Antares Systems Limited shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-E-tendering platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before 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 honor the Bids placed by us during the E-tendering process.

With regards, Date:

Signature with company seal Name:

Company / Organization:

Designation within Company / Organization: Address of Company / Organization:

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

Ar. Ajay Chowdhury

Sign and Seal of contractor

(On Non -Judicial Stamp paper of appropriate value)

ARTICLES OF AGREEMENT

Articles of Agreement made this_____ day of_____
Asst Gen Manager/CM(Admin), State Bank of India, RBO II, SURAT 395001, hereinafter called the Bank which expressions shall include its successors and assigns of the one part and_____(name & address of contractor)_____hereinafter called the "Contractor" which expression shall include the successors and assigns of the other part.

WHEREAS the Bank is desirous of executing the work of Interior Decoration & Furnishing work: **FURNITURE WORK** of **SURAT MAIN BRANCH BRANCH, SURAT** for **State Bank of India**
and has caused drawings, specifications, and schedule of quantities etc. describing the works to be prepared by the Architect.

AND WHEREAS for the said construction of local Regional Office Building for State Bank of India at SURAT, Terms & Conditions, Specifications and the Schedule of items, quantities etc., have been signed by and on behalf of the parties hereto.

AND WHEREAS the Contractor has agreed to execute upon, subject to the conditions set forth herein and Schedule of Items and quantities, General & Special Conditions of Contract, specifications etc contained in the tendered documents including all correspondences exchanged by or between the parties from the submission of tender till the award of work, both letters inclusive, (all of which are collectively hereinafter referred to as "the said conditions" , details of which are described in the schedule attached hereto, the works shown upon the said drawings and/or described in the said specification and included in the schedule of items and quantities at the respective rates therein set forth amounting to the sum as therein arrived at or such other sum shall become payable there under arrived at or such other sum as shall become payable there under (hereinafter referred to as "the said contract amount")

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the said contract amount to be paid at the time 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 and the schedule of items and quantities, as per the terms and conditions contained in the said conditions.

2. The Bank shall pay the Contractor said contract amount, or such other sum as shall become payable, at the time and in the manner specified in the said conditions.

3. The Architects in the said condition shall mean the ***Ar.Ajay Chowdhury, 202, River Palace, Wing-B, Nanpura, SURAT 395001*** In the event of their ceasing to be the Architects for the purpose ofthis contract for whatever reason, such other person or persons as shall be nominated for that purpose by the Bank, provided always that no person subsequently appointed as Architects under this contract shall be entitled to disregard or over rule any previous decisions or approvals or directions given or expressed in writing by the Architects for the time being.

4. The said general condition, Special condition, technical drawings, Notice Inviting Tender, specifications, Guarantee, Instruction to Tenderers Price Bid (Schedule of Quantities), Correspondences, Letter of Acceptance, Agreements and Appendices there to, contained in the tendered documents/said conditions shall be read and considered as forming part of this Agreement, and the parties hereto shall respectively

abide by, submit themselves to the said conditions and perform the agreements on their part respectively in the said conditions contained therein.

5. The plans, agreements and documents mentioned herein shall form the basis of this contract. This contract is neither a fixed Lump Sum contract but is a contract to carry out the work in respect of the "Interior Decoration & Furnishing work: **FURNITURE WORK** of **SURAT MAIN BRANCH , SURAT** for **State Bank of India** as per the scope described and to be paid for according to actual measured quantities at the rates contained in the Schedule of Rates and /or negotiated rates and Probable quantities or as provided in the said conditions.

6. The Bank reserves to itself the rights of altering the specifications and nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this contract.

7. (a) The Contractors represent that they have experience and competent staff which will enable them to ensure proper quality check on the materials, whether brought by the contractors or supplied by the Bank to the contractors, and which will ensure that the contractor will carry out proper tests as required by the specifications and will supervise the day to day working and execution of the contract work.
   (b) If the contractors have any doubt about the quality of the materials or any difficulty in supervision of the day to day work it shall be duty of the contractors to report the matter in writing forthwith to the Bank and for the time being suspend that portion of the work about which difficulty is experienced, and the contractors will abide by the directions given by the Bank.
   (c) The contractors are aware that the Bank will not give day to day supervision but will periodically supervise and the contractor has to perform their obligations under the instructions given to him periodically and under sub clauses (a) and (b) above.
   (d) The contractors covenant and warrant that completed items of work as well as the entire work on completion will be in conformity with the specifications and the terms and conditions contained in the said conditions and will be of contract quality and description.
   (e) The employer reserves to itself the right of altering the drawings and nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this contract.

8. Time shall be considered as the essence of this contract and the contractor hereby agrees to commence the work on the day on which he is instructed to take possession of the site or from the fourteenth day after the day of issue of formal Work Order as provided for in the said conditions whichever is later and to complete the entire work within 15 days subject nevertheless to the provisions for the extension of time.

9. Any dispute arising under this Agreement shall be referred to arbitration in accordance with the stipulation laid down in the general conditions of contract.

10. The contents of this contract agreement have been read by the contractor and fully understood by the contractor.

IN WITNESS WHERE OF the Bank and the Contractor have set their respective hands tothesePresentsandtwoduplicateshereofthedayandyearfirstthereinabovewritten (If the Contractor is a Partnership Firm or an Individual.

IN WITNESS WHERE OF the Bank has set its hands to these presents through its duly authorized official and the contractor has caused its common seal to be affixed here unto and the said duplicates have/has caused these presents and the said two duplicates here of to be executed on its behalf, the day and year first here in above written (If contractor is a Company).

Signature clause:

_____
SIGNED AND DELIVERED

By the hand of Shri ---------- **Assistant General Manager** of **State Bank Of India**
(Name and Designation)

In presence of _____

1. _____
Address _____
2. _____ Address
_____
(Witness)

SIGNED AND DELIVERED by _____ (If the Contractor is a Partnership Firm or an individual, should be signed by all partners or by duly authorized person on behalf of all partners)

(1) _____
Address _____

(2)_____
Address_____
(Witness)

THE COMMON SEAL OF_____was hereinto affixed pursuant to the resolution By Board of Directors at the Meeting held on (If the Contractor signs under its common seal, the Signature Clause should tally with the sealing clause in the Articles of Association)

SIGNED AND DELIVERED by
(1) _____
(2) _____

1) _____
Address _____
(2) _____
Address_____
(Witness)

SIGNED AND DELIVERED by _____ (If the Contractor has signed by the hand of Power of Attorney , whether a Company or Individual)

(1) _____
Address _____
(2) _____
Address_____
(Witness)

Ar. Ajay Chowdhury

Sign and Seal of contractor

INSTRUCTIONS TO THE TENDERERS

1.0 Scope of Work

Sealed tenders are invited by *the Assistant General Manager,* STATE BANK OF INDIA, RBO-2, SURAT-395001, for and on behalf of State Bank of India for the work of: ***FURNITURE WORK** of **SURAT MAIN BRANCH** for **State Bank of India***

1.1 Site and its location:
The proposed work is to be carried out at **SBI SURAT MAIN BRANCH, HARITAGE LOUNGE AND GALLERY AREA, SURAT MAIN BRANCH ,SURAT**

2.0 Tender Documents

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

Instructions to tenderers
General Conditions of Contract
Special Condition of Contract
Additional conditions
Technical Specifications
Drawings
Price Bid
NIT
Performance Guarantee Agreement

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

(a) Price bid
(b) NIT, corrigenda and addenda
(c) Additional Conditions
(d) Technical Specifications
(e) Drawings
(f) Special Condition of Contract
(g) General Condition of Contract
(h) Instructions to Tenderers

2.3 Complete set of tender documents including relative drawings can be obtained in person from the office of the Architects on any day during office hours except holidays during the period mentioned in the NIT on payment by means of cash/ Cheque/ DD/ drawn in favor of the architects

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

2.5 The tender documents are not transferable.

3.0 Site Visit

3.1 The tenderer must obtain himself on his own responsibility and his own expenses all information and data 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 to satisfy himself regarding the availability of water, power, transport and communication facilities, the character quality and quantity of the materials, labor, the law and order situations, 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 tenderer are requested to submit the Earnest Money as mentioned in NIT

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

4.3 No interest will be paid on the EMD

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

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

5.0 Initial Security Deposit (ISD)

The successful tenderer will have to submit a sum equivalent to 2% of contract value less EMD by means of DD drawn in favor of State Bank of India within a period of 15 days of acceptance of tender.

6.0 Security Deposit (TSD)

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 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 on the amount retained by the Bank as Security Deposit.

Signing of contract documents

The successful tenderer shall be bound to implement the contract by signing agreement and conditions of contract attached herewith within 30 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.

7.0 Completion period

Time is essence of the contract. The work should be completed in all respects in accordance with the terms of contract within a period as specified in the NIT from the date of handing over of site or from the date of Letter of Acceptance whichever is later.

8.0 Validity of tender

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

9.0 Photographs:

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

In addition to above, the contractor shall be bound to submit adequate no. of site photographs along with each Running Bill for the project clearing showing major progress of work measured and claimed

therein failing which the Architect/ SBI may consider returning the Bill to the contractor and no claim for delay on this account will be entertained.

10.0 Liquidated Damages

The liquidated damages shall be as mentioned in the NIT.

11.0 Rate 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 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 tenderer quote their rates for such items those 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 tenderers 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 etc.

12.0 Signing of the contract:

12.1 The successful Tenderer shall be required to execute an agreement in the Performa attached with this tender document within 7 days from the date of receipt of the notice of acceptance of tender. In the event of failure on the part of the successful Tenderer to sign the agreement within the above-stipulated period. The reserves the right to forfeit the earnest money/ security deposit and cancel the contract. Until the Agreement is formally signed, the Work Order / Letter of Acceptance of Tender issued to the successful Tenderer and accepted by him shall be operative and binding on the SBI and the Contractor.

12.2 On acceptance of the tender, the name of the accredited representatives of the Tenderer who would be responsible for taking instructions from the SBI shall be mentioned by the Tenderer.

12.3 The SBI reserves the right to reproduce partly or fully the items executed on site anywhere in the country premises and no copyright claims shall be made by any contractor of any description from the SBI.

12.4 The SBI has the right to delete items, reduce or increase the scope of work without the contractor claiming any compensation for the reduction in the scope of work. I / We hereby declare that I / We have read and understood the above instructions for the guidance of the Tenderers

12.5 The rate quoted shall be firm and shall include all costs, allowances, materials, labours, taxes etc. except G.S.T, which shall be payable / reimbursed at actual

12.6 The SBI reserve their rights to accept any tenders, either in whole or in part or may entrust the work in phases or may drop the part scope of work at any stage of the project within its sole discretion without assigning any reason(s) for doing so and no claim / correspondence shall be entertained in this regard.

SIGNATURE OF THE CONTRACTOR WITH SEAL

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 LHO at Bhadra, Ahmedabad and includes the Client's representatives, successors and assigns.

'Architect/ consultants' shall mean *Ar.Ajay Chowdhury.*
'Project Management Consultant' shall mean ----------Not Applicable ----------

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

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 firm or 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's, 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 Architects/ consultant.

1.1.7 "Month" means calendar month.

1.1.8 'Week' means seven consecutive days.

1.1.9 'Day" means a calendar day beginning and ending at 00 hr and 24 hrs respectively.

CLUASE

1.0 Total Security Deposit

Total Security Deposit comprise of
Earnest Money deposit
Initial security deposit
Retention money

a) Earnest Money Deposit:

The tenderer shall furnish EMD as specified in the NIT in the form of Demand draft drawn in favor of the 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 revoke his tender at any time during the period when he is required to keep his tender open for acceptance by the SBI or after it is accepted by the SBI the contractor fails to enter into a formal agreement or fails to pay the initial security deposit as stipulated or fails to commence the work within the stipulated time.

b) Initial Security Deposit (ISD)

The ISD shall be 2% of accepted value of tender including the EMD in the form of DD drawn in favor of any scheduled bank and shall be deposited within 15 days from the date of acceptance of tender.

c) Retention Money:

Besides the ISD as deposited by the contractor in the above-mentioned manner the retention money shallbe deducted from the running account bill at the rate of 10% of the gross value of work done bythe 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 of 50% of the total security deposit shall be refunded to the contractor without any interest within fifteen days after the end of defect liability period provided the contractor has satisfactorily attended to all defects in accordance with the conditions of contract including site clearance.

2.0 Language

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

3.0 Errors, omissions and discrepancies

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

i) Between scaled and written dimension (or description) on a drawing, the latter shall be adopted.

ii) Between the written or shown description or dimensions in the drawings and the corresponding one in the specification the former shall be taken as correct.

iii) Between written description of items in the specifications and description in bills of quantities of the same former shall be adopted.

a) In case of difference between rates written in figures and words, the rate in word shall prevail.

b) Between the duplicate/ subsequent copies of the tender, the original tender shall be taken as correct.

4.0 Scope of work:

The contractor shall carryout 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, detail directions and explanations which are hereafter collectively referred to as the Architect/ Consultant's instructions in regard to the variation or modification of the design, quality or quantity of work or the addition or omission or submission 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 any submission of any other materials thereof the removal and or re-execution of any work executed by him, the dismissal from the work of any person employed/ engaged there upon.

5.0

(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/ Consultant 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.

(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 on 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 Architect / 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 document, true developments thereof and reasonably inferable there from.

The work shall be executed in conformity therewith and the contractor will prepare a detailed program 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 its Architect / Consultant.

8.0 Copies of agreement

Two copies of agreement duly signed by both the parties (Bank & the Contractor) with the drawings shall be prepared one each for both the parties; a photo copy of such Agreement shall be kept by the Architect.

9.0 Liquidating damages:

If the contractor fails to maintain the required progress or to complete the work and clear the site including vacating their office on or before the contracted or extended date or completion without justification in support of the cause of delay, he may be called upon without prejudice to any other

right of remedy available under the law to the SBI on account of such breach to pay a liquidated damages as mentioned in NIT

10.0 Materials, Appliances and employees:

Unless or otherwise specified the contractor shall provide and pay for all materials, labor, 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 of 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 any one not skilled in the work assigned to him. Workman whose work or behavior is found to be unsatisfactory by the SBI/ Architect/Consultant shall be removed from the site immediately.

11.0 Permits, laws and Regulations:

Permits and licenses required for the execution of the work shall be obtained by the contractor at his own expenses. The contractor shall give notice and comply with the regulations, laws, and ordinances, rules, applicable to the contract. If the contractor observes any discrepancy between the drawings and specifications, he shall promptly notify the 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 indemnity the SBI any legal actions arising there from.

12.0 Setting out work:

The contractor shall set out the work and shall be responsible for the true and perfect setting out the same and for the correctness of the positions, levels, dimensions, and alignment of all parts thereof and got it approved by the Architect/Consultant before proceeding with the work 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.

13.0 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 the injury or loss arising in connection with contract. He shall make good any such damage, injury, loss, except due to causes beyond his control and not due to his fault or negligence.

He shall take adequate care and steps for protection of the adjacent properties. The contractor shall take all precautions for safety and protections of his employees on the works and shall comply with all applicable provisions of Govt. and local body's safety laws and building codes to prevent accidents or injuries to persons or property on about or adjacent to his place of works.

14.0 Inspections of work:

The SBI/ Architect/Consultant or their representatives shall at all reasonable times have free access to the work site and/ or to the workshop, factories, or other places where materials are laying 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.

15.0 Assignment and subletting:

The whole of work included in the contract shall be executed by the contractor and he shall not directly entrust and engaged or indirectly transfer, assign or underlet the contract or any part or share thereof or interest therein without the written consent of the SBI though the Architect and no undertaking shall relieve the contractor from the responsibility of the contractor form active superintendence of the work during its progress.

16.0 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 the Architect/Consultant's instruction and shall be subject from time to time to such test as the Architect/Consultant may direct at the place of manufacture or fabrication or on the site or in an approved testing laboratory. The contractor shall provide such assistance, instruments, machinery, labor and materials as are normally required for examining, measuring, sampling and testing any material or part of work before incorporation in the work for testing a may be selected and required by the Architect/Consultant.

ii) Samples

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

iii) Cost of Tests

The cost of making any test shall be borne by the contractor if such test is intended by or provided for in the condition or specifications or BOQ.

iv) Cost of test not provided for

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

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

17.0 Obtaining information related to 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 or any misunderstanding or the obtaining incorrect information or the failure to obtain correct information relieve him from any risks or from the entire responsibility for the fulfillment of contract.

18.0 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 defects liability period, stated hereto.

19.0 Quantities:

i) The bill of quantities (BOQ) unless or otherwise stated shall be deemed to have been prepared in accordance with the Indian Standard method of Measurements and quantities. The rate quoted shall remain valid for variation of quantity against individual item to any extent subject to maximum variation of the contract value by 25%. The entire amount paid under clause 21 hereof as well as amount 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 22 hereof.

20.0 Works to be measured

The Architect/Consultant may from time to time intimate to the contractor that he requires the work to be measured and the contractor shall forthwith attend or send a qualified representative to assist the Architect in taking such measurements and calculations and 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 the 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 contactor 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 measurement.

21.0 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 omissions 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 alterations or additions to or omissions from the works or any deviation from any of the provisions of the contract, stipulations, specifications or contract drawings without previous consent in writing of the Architect/Consultant and the value of such extras, alternations, 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.

22.0 Valuation of variations:

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

a)

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

ii) Rates for all items, wherever possible should be derived out of the rates given in the priced BOQ.

b) The net price 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 are 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) Where extra work cannot be properly measured or valued the contractor shall be allowed day work prices at the net rats stated in the tender of the BOQ or, if not, so stated then in accordance with the local day work rates and wedges for the district; provided that in either case, vouchers specifying the daily time (and if required by the Architect/Consultant) the workman's name and materials employed be delivered for verifications to the Architect/Consultant at or before the end of the week following that in which the work has been executed.

e) It is further clarified that for all such authorized extra items where rates cannot be derived from the tender, the Contractor shall submit rates duly supported by rate analysis worked on the "market rate basis" for material, labor, hire/ running charges of equipment's and wastage etc. plus 15% toward establishment charges, contractor's overheads and profits. Such items shall not be eligible for escalation.

23.0 Final measurements:

The measurements and the valuation in respect of the contract shall be completed within one month of the virtual completion of the work.

24.0 Virtual Completion Certificate (VCC)

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

a) Clear the site of all scaffolding, wiring, pipes, surplus materials, contractor's labor, equipment and machinery.

b) Demolish, dismantle and remove the contractor's site office, temporary works, structure including labor sheds/ camps and construction of 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 contactor 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) The contractor shall hand over the work in a peaceful manner to the SBI.

f) All defects/ imperfection have been attended and rectified as pointed out by the SBI to the full satisfaction of the SBI.

Upon the satisfactory fulfillment by the contractor as stated above, the contractor shall be entitled to apply to 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 contractors liabilities under the contract including the contractor's liability for defect 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 works at the site and in respect of which the VCC has been issued.

25.0 Work by other agencies:

The SBI / the Architect/Consultant reserve 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 a manner as not to impede the progress of the works included in the contract.

26.0 Insurance of works:

26.1

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 and 29 of GCC and are also covered during the period of maintenance for loss or damage arising from a cause, occurring prior to the commencement of the period of maintenance and for any loss or damage occasioned by the contractor in the course of any operations carried out by him for the purpose of complying with his obligations under clause.

a) The works for the time being executed to the estimated current Contract value thereof, or such additional sum as may be specified together with the materials for incorporation in the works at their replacement value.

b) The constructional plant and other things brought on to the site by the contractor to the replacement value of such constructional plant and other things.

c) Such insurance shall be effected with an insurer and in terms approved by the 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.

26.2 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, 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 damages to persons or properties resulting from any act or neglect of the SBI, their agents, employees or other contractors not being employed by the contractor or for or in respect of any claim, 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.

26.3 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 of these sub-clauses of 26.2

26.4 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.

26.5 Third party Insurance

26.5.1 Before commencing the execution of the work the contractor 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.

26.5.2 Minimum amount of third party insurance

Such insurance shall be effective with an insurer and in terms of approved by the SBI which approval shall not be reasonably withheld and 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.

The minimum insurance cover for physical property, injury and death is **Rs. 5 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.

26.6 Accident or Injury to workman:

26.6.1 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 workman or other person in the employment of the contractor or any sub-contractor, save and expect an accident or injury resulting from any act or default of the SBI or their agents, or employees. The contractor shall fully indemnify and keep indemnified the SBI against all such damages and compensations, save and except as aforesaid and against all claims proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

26.6.2 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 that any person are employed by him on the works and shall, when required, produce to the Architect/Consultant such policy of insurance and receipt for payments of the current premium. Provide always that, in respect of any persons employed by any sub-contractor, the contractor's obligation to insure as aforesaid under this sub-clause shall be satisfied if the sub-contractor shall have insured against the liability in respect of such persons in such manner that SBI is indemnified under the policy but the contractor shall require such sub-contractor to produce to the Architect/Consultant when such policy of insurance and the receipt for the payment of the current premium.

26.6.3 Remedy on Contractor's failure to insure:

If the contractor fails to effect and keep in force the insurance to above 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 from any amount due or which may become due to the contractor, or recover the same as debt from the contractor.

26.6.4 Without prejudice to the other rights of the SBI against the contractor, in respect of such default, the employer shall be entitled to deduct from any sums payable to the contractor the amount of any damages, costs, charges, and other expenses paid by the SBI and which are payable by the contractor 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 good destroyed or damaged.

27.0 Commencement of Works:

The date of commencement of the work will be reckoned as the date of handing over site or fifteen days from the date of issue of letter of acceptance of the tender by the SBI whichever is later.

28.0 Time of completion:

Time is essence of the contract and shall be strictly observed by the contractor. The entire work shall be completed within as specified in the NIT 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.

29.0 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 for contract. If the contractor needs an extension of the time for completion of the 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 times, which will quality 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 9 of GCC shall become applicable. Further the correct shall remain in force even for the period beyond the due date of completion irrespective whether the extension is granted or not.

30.0 Rate of progress:

Whole of the materials, plant and labor to be provided by the contractor and the mode, manner and speed of execution and maintenance of the works 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 works by the prescribed time or extended time. Such communications from the Architect/Consultant neither shall relieve the contractor from fulfilling obligations under the contract nor will he be entitled to raise any claims arising out of such directions.

31.0 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 provisions of the clause shall not be applicable in the case of any work which becomes essential to carry by rotary or double shifts in order to achieve the progress and quality of the part of the work being technically required/ 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.

32.0 No compensation for work restrictions:

If at any time after acceptance of the tender SBI shall deduct to abandon or reduce the scope of work for any reason whatsoever and hence not required the whole or any part of the work to be carried out, the Architect/Consultant shall give notice in writing to that effect to the contactor and the contactor shall act accordingly. In the matter the contactor 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 consequences of the foreclosure of the whole or part of the work.

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

“In case of such stores having been issued form SBI stores and returned by the contactor to stores, credits shall be given to him at the less rate not exceeding those at which were originally issued to the contactor after taking into consideration and deduction for claims on account of any deterioration or damage while in the custody of the contactor and in this respect the decision of the Architect/Consultant shall be final.

33.0 Suspension of work:

i) The contactor 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 work or any part thereof for such time and in such manner as the Architect/Consultant may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of the 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 fault of the contactor or

c) For safety of work or part thereof, the contactor 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.

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

34.0 Action when the whole security deposit is forfeited

In any case in which under any clause or clauses of this contract, the contactor 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 contact (of which rescission notice in writing to the contactor by the Architect/Consultant shall be conclusive evidence) and in which case the security deposit of the contactor shall be forfeited and be absolutely at the disposal of SBI.

b) To employ labor paid by the SBI and to supply materials to carry out the work, or any part of the work, debiting the contactor with the cost of the labor and materials (the cost of such labor 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 the 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 Architect/Consultant shall be final and conclusive) shall be borne by original contractor and may be deducted from any money due to him by the 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 for 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 rescind under the provision aforesaid, the contractor shall not be entitled to recover or to be paid any sum or any work thereto for actually performed under this contract, unless, and until the Architect/Consultant will have certified in writing the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

35.0 Owner's right to terminate the contract:

If the contractor being an individual or a firm commit any 'Act of Insolvency' or shall be adjusted an Insolvent or being an incorporated company shall have an order for compulsory winding up voluntarily or subject to the supervision of Govt. and of the Official Assignee of the liquidator in such acts of insolvency or winding up shall be unable within seven days after notice to him to do so, to show to the reasonable satisfaction of the Architect/Consultant that he is able to carry out and fulfill 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 to the SBI's or the Architect/Consultant's instructions to the contrary subject any part of the contract. 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 power 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. 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 contractor 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 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 released by such auction. The contractor shall have no right to question any of the acts of the SBI incidental to the sale of the materials etc.

36.0 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 receipt of certificate to the payment from SBI from time to time. The SBI shall recover the statutory recoveries other dues including the retention amount from the certificates of payments.

They shall provide 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 relive 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 payments as issued by the Architect/Consultant from time to time while making the payment.

The contractor shall submit interim bills only after taking actual measurements and properly recorded in the M books.

~~The contractor shall not submit interim bills when the approximate value of work done by him is less than Rs 9 lacs and the minimum interval between two such bills shall be one month.~~

The final bill may be submitted by the contractor within a period of one month from the date of virtual completion and the 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 etc.

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

37.0 SETTLEMENT OF DISPUTES AND ARBITRATION:

Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instruction, 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 consider 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 concerned ***Assistant General Manager,*** 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,*** 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, in*** writing in the manner and within the time aforesaid.

ii) ***The Assistant General Manager,*** 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*** submit his claims to the conciliating authority namely the **DGM (B&O)** for conciliation along with all detail and copies of correspondence exchanged between him and the ***Assistant General Manager.***

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,*** of the Bank for appointment of an arbitrator to adjudicate the notified claims failing which the claims of the contractor shall be deemed to have been considered absolutely barred and waived.

iv) Except where the decision has become final, binding and conclusive in terms of the contract, all disputes or differences arising out of the notified claims of the contractor as aforesaid and all claims of the Bank shall be referred for adjudication through arbitration by the Sole Arbitrator appointed by the ***CHIEF GENERAL MANAGER***. It will also be no objection to any such appointment that the Arbitrator so appointed is a Bank Officer and that he had to deal with the matters to which the contract relates in the course of his duties as Bank Officer. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid by the said ***CHIEF GENERAL MANAGER***. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

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

It is also a term of this contract that no person other than a person appointed by such ***CHIEF GENERAL MANAGER*** as aforesaid should act as arbitrator.

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

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

It is also a term of this 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 parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof, shall be paid and fix or settle the amount of costs to be so paid.

38.0 ROLE OF ARCHITECT / CONSULTANT

38.1. Architect/Consultant's duties are to design, control and supervise the works and to test any materials to be used or workmanship employed in connection with the works, quality control, project scheduling and monitoring and co-coordinating with all other agencies and Civil Contractor, checking of measurements, certification of bills, preparing extra deviation items, preparing minutes of meetings etc.

38.2 Wherever it is mandatory by law that the Architect / Consultant so appointed by the Bank shall be registered with the council of architecture/Competent Authority.

38.3 The Contractor shall afford the Architect/Consultant every facility and assistance for examining the works and materials and checking and measuring time and materials. The Architect/Consultant shall have no power to revoke, alter, enlarge, or relax any requirements of this Contract, or to sanction any

day-work, additions, alterations, deviations or omissions unless such an authority may be specially confirmed by a written order of the Bank.

38.4 The Architect/Consultant shall act in consultation with the Bank regarding quality of works, interpretation of drawings, contract documents and finalize the selection of finishing materials. The Architect/Consultant shall check/ record the measurements made by Contractor's representative for all items of works and on completion hand over the records to the Bank.

38.5 The Architect/Consultant shall have the power to give notice to the Contractor or his Engineer In charge about the non-approval of any work or materials and such works shall be suspended or the use of such materials should be discontinued until the decision of the Architect / Consultant in consultation with Bank if required is obtained. The work will from time to time be visited by the Architect/Consultant / Bank but such examination shall not in any way exonerate the Contractor from the obligation to remedy any defects which may be found to exist at any stage of the work or after the same is completed. Subject to the limitations of this clause, the Contractor shall take instructions only from the Architect / Consultant as the case may be. In other words the contractors shall take total responsibility for the execution of work / items of work by using quality materials and providing best of workmanship to fulfill the true intent of the tender provision.

38.6 The Architect/Consultant shall have such other powers and discharge other functions as are specifically provided in this contract including such incidental or consequential powers or duties, subject always to such specific instructions or directions of the Bank, which shall be duly notified to the Contractor.

38.7 The Architect / consultant shall have right to take remuneration loss from the contactor's bill due to non-working / completing work in time, & loss due to not clearance the site for other agencies in time. This amount has been deducted from contractor's final bill.

39.0 To define terms and explain plans

The various parts of the Contract are intended to be complementary to one another; but should any discrepancy appear, or any misunderstanding arise as to the import of anything contained therein, the explanations of the Architect/Consultant shall be final and binding. The correction of any errors or omissions of the Drawings and Specifications may be made by the Architect/Consultant, when such correction is necessary to bring out clearly the intention, which is indicated by a reasonable interpretation of the drawings & Specifications as a whole.

40.0 Matters to be finally determined by the Architect / Consultant:

40.1 The Architect/Consultant's decision, opinion, direction, Certificates (except for payments) with respect to all or any of the matter under clauses explained above in condition of contract and the schedule of rates, hereof shall be final and conclusive and binding on the parties here to and shall be without appeal. Bank's instructions (if any), in this regard in case of any urgency, shall also be confirmed / vetted by the Architect/Consultant at the earliest possible.

40.2 Any of the decision, opinion, direction certificate, or valuation of the Architect or any refusal of the Architect to give any of the same shall be subject to the right of Arbitration and review in the same way in all respect (including the provision as to opening the reference) as if it were a decision of the Architect under the following clause.

41.0 Typographical or clerical errors:

The Architect/Consultant's clarifications regarding partially omitted particulars or Typographical or clerical errors shall be final and binding on the Contractor.

42.0 Site visits:

The Architect/Consultant /Bank shall visit the site from time to time at their discretion, or when expressly called upon to do so, to co-ordinate various activities and/or to answer such queries that may be posed at site as on drawings.

43.0 Address for service

All letters and Notices under or pursuant to these presents shall be hand delivered against acknowledgement or sent by Registered Post with Acknowledgement Due at the respective addresses mentioned below. Any change in the addresses shall be duly intimated by the concerned Party to all others.

Address of Bank:	**Name & Address of Architect/Consultant**
Assistant General manager, SBI RBO-2, SURAT-395001	Ar.Ajay Chowdhury 202, RIVER PALACE, WING-B, Nanpura,SURAT-395001 Email : Ajayvchowdhury@yahoo.com , (m) : 9825117854

44.0 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:

i. That the water used by the Contractor shall be fit for construction purpose to the satisfaction of the Architect/Consultant.
ii. 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.
iii. 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.

45.0 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 approvals from the appropriate authorities, if required.

45.1 The bank will not provide / make availability of lift / other means for transportation of goods / workers for floor to floor. The contractor has to arrange his own mean of transportation for this purpose with society's permission. Contractor can avail lift facility by paying society charges if available. Any security deposit / any other charges is levied by society for this purpose, the contractor has to pay it by himself. Bank will not pay any charges for it / take any responsibilities regarding this issue. If bank will get any complaint regarding using common areas / utilities without society's permission the bank will take actions on contractor for it. And if the bank has to pay any amount to society as aforesaid from any amount due or which may become due to the contractor, it will be recover the same as debt from the contractor. The contractor has to produce N.O.C from the society for payment of final bill.

46.0 Treasure trove etc. :

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

47.0 Method of measurements:

Unless otherwise mentioned in the schedule of quantities or in mode of measurement or elsewhere in these documents the measurement will be on the net quantities or work produced in accordance with up to date as per 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.

48.0 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 labor

49.0 Force Majeure:

44.1 Neither contractor nor SBI shall be considered in default in performance of their obligations if such performance is prevented or delayed by events such as but not to war, hostilities revolution, riots, FURNITURE commotion, strikes, lockout, conflagrations, epidemics, accidents, fire, storm, 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.

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

44.3 From the date of occurrence of a case of force majeure obligations of the party affected shall be suspended during the continuance of any inability so caused. With the cause it 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.

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

45.0 Local laws, Acts, Regulations:

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

i) Minimum Wages Act 1948 (Amended)
ii) Payment of Wages Act 1936 (Amended)
iii) Workmen's Compensation Act 1923 (Amended)
iv) Contract labor regulation and abolition act 1970 and central rules 1971 (amended)
v) Apprentice act 1961 (amended)
vi) Industrial employment (standing order) Act 1946 (amended)
vii) Personal injuries (compensation insurance) act 1963 and any other modifications
viii) Employees' provident fund and miscellaneous provisions Act 1952 and amendment thereof
ix) Shop and establishment Act
x) Any other act or enactment relating thereto and rules framed there under from time to time.

46.0 Accidents:

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

47.0 During the execution of work, if any damage shall occur to the works already done, either due to rain or any other circumstances, the same shall be rectified and made good to the entire satisfaction of the Architect/Consultant by the contractor at his costs and risks.

48.0 Testing of Material's etc.: The contractor at his own cost (without any extra cost to the Bank) shall arrange for the laboratory and/or field testing of materials and works as required by the architects/Bank.

SPECIAL CONDITIONS OF CONTRACT

Scope of Work: As defined & explained in these tender documents.

49.0 Dimensions and levels

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

50.0 Notice of operation:

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

51.0 Construction records:

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

52.0 Safety of adjacent structures and trees

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

53.0 Temporary works:

Before any temporary works are commenced the contractor shall submit at least 7 days in advance to the Architect/Consultant for approval complete of all temporary works he may require for the execution of the works. The contractor shall carry out the modifications relating to strength, if required by the Architect/Consultant may require in accordance with the conditions of contract at his own cost. The contractor shall be solely responsible for the stability and safety of all temporary works and unfinished works and for the quality of the permanent works resulting from the arrangement eventually adopted for their execution.

54.0 Temporary roads

The contractor shall provide access road to the site from the nearest main road at no extra cost and as directed by the Architect/Consultant. The contractor shall also be responsible for proper maintenance of this access road and would take all care to see that existing services, if any, are maintained in working order at his own cost. The laying and maintaining the temporary roads within the site area shall be the contractor's responsibility and the contractor shall take such measures that are necessary and as directed by the Architect/Consultant.

55.0 Water, power, and other facilities:

a) The rate quoted by the contractor shall include all expenses that are required for providing all the water required for the work and the contractor shall make his own arrangements for the supply of good quality water suitable for the construction and good quality drinking water for their workers. If necessary the contractor has to sink a tube well/ open well and bring water by means of tankers at his own cost for the purpose. The SBI will not be liable to pay any charges in connection with the above.

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

c) The contractors for other trades directly appointed by the SBI shall be entitled to take power and water connections from the temporary water and power supply obtained by the contractor. However the concerned contractor shall make their own arrangements to draw the supply and pay directly the actual consumption charges at mutually agreed rates between them. All municipal charges for drainage and water connections for construction purposes shall be borne by the

contractor and charges payable for permanent connections, if any, shall be initially paid by the contractor and the SBI will reimburses the amount on production of receipts.

d) The SBI as well as the Architect/ Consultant shall give all possible assistance to the contractors to obtain the requisite permission from the various authorities, but the responsibility for obtaining the same in time shall be of the contractor.

56.0 Office accommodation

a) The contractors shall provide and maintain all necessary offices, workshops, stores, shelters, sanitary facilities, canteens and other temporary structures for themselves in connections with the work at the site at their own cost after getting the approval from the Architect/ Consultant.

b) A site office for the use of SBI/ the Architect/ Consultant shall be provided by the contractors at his own expenses.

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

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

57.0 Facilities for Contractor's employees:

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

58.0 Lighting of works:

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

59.0 Firefighting arrangements:

i) The contractor shall provide suitable arrangement for firefighting at his own cost. For this purpose he shall provide requisite number of fire extinguishers and adequate number of buckets, some of which are to be always kept filled with sand and some with water. These equipment's shall be provided at suitable prominent and easily accessible places and shall be properly maintained.

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

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

60.0 Site order book:

A site order book shall be maintained at the site for the purpose of quick communication with the Architect/ Consultant. Any communication relating to the works may be conveyed through records in the site order book. Such a communication from one party to the other shall be deemed to have

been adequately served in terms of contract. Each site order book shall have machine numbered pages in triplicates and shall carefully maintained and preserved by the contractor and shall be made available to the Architect/ Consultant as an when demanded. Any instructions which the Architect/ Consultant may like to issue to the contactor or the contractors may like to bring to the Architect/ Consultant Two copies of such instructions shall be taken from the site order book and one copy will be handed over to the party against proper acknowledgement and the second copy will be retained for their record.

61.0 Temporary fencing/ barricading

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

62.0 Site meetings:

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

63.0 Disposal of refuse:

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

64.0 Contractor to verify site Measurements:

The contractor shall check and verify all site measurements wherever requested by other specialist contractors or other sub-contractors to enable them to prepare their own shop drawings and pass on the information with sufficient promptness as will not in any way delay the works.

65.0 Displaying the name of the work:

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

66.0 Bar bending schedule:

The contractor shall prepare a detailed bar bending schedule for all reinforced concrete works and got them approved by the Architect/ Consultant well in advance.

67.0 As built drawings:

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

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

68.0 Approved make:

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

69.0 Procurement of materials:

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

70.0 Excise duty, Taxes, Levies etc.

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

71.0 Compliance to Bank's/legal norms

23.1 Notices

a) The Contractor shall give all notices and pay all fees and shall comply with all Acts and Regulations for the successful completion of the Contract works.

23.2 Authorities, notices, patents, rights & royalties

The Contractor shall conform to the provisions of all the statutes relating to the works, and to the Regulations and bye laws of any local Authority, and of any Water, Lighting, Electric supply, and of other Companies or Authorities with whose systems the structure is proposed to be connected, and shall before making any variation from the drawings or specifications that may be necessitated by so confirming, give to the Architect/Consultant written notice, specifying the variations proposed to be made and the reason for making it, and apply for instruction thereon. In case the Contractor shall not within 120 days receive such instructions, he shall proceed with the work conforming to the provision or Regulations or Byelaws in question.

a) The Contractor shall bring to the attention of the Architect / Consultant all notices required by the said Acts, Regulations or Bye-laws to be given to any Authority by the
Bank or the Architect/Consultant and pay to such Authority, or to any public Officer, all fees that may be properly chargeable in respect of the works, and lodge the receipts with the Architect/Consultant.

b) The Contractor shall indemnify the Bank against all claims in respect of patent rights, design, trademarks of name or other protected rights in respect of any constructional site, machine work or material used for or in connection with the works or temporary works and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. The Contractor shall defend all actions arising from such claims, unless he has

informed the Architect / Consultant before any such infringement and received their permission to proceed, and shall himself pay all royalties, license fees, damages, costs and charges of all and every sort that may be legally incurred in respect thereof. All statutory fees, deposits etc paid by the contractor for permanent works to be handed over to Bank which shall be reimbursed to him by the Bank against documentary proof.

c) The Contractor shall assist and co-ordinate with the Architect /Consultant in obtaining all statutory approvals and/or amendments to such approvals as per the rules in force from Municipality and other local bodies. Any expenditure incurred in obtaining such approvals is deemed included in the rates quoted by the Contractor.

72.0 Notices to Local Bodies:

a) The Contractor shall comply with and give all notices required under any law, rule, regulations, or byelaw of parliament, State Legislature or Local Authority relating to works. The Contractor shall before commencing the execution of work issue a certificate to the Bank/ Architect / Consultant that he has obtained all the permissions Registrations and give all the notices as are required to be obtained or given under law particularly blasting permission the Police permission etc.

73.0 MUNICIPAL REGULATIONS:

The whole of the work is to comply with the requirements and byelaws of the concerned Municipal Corporation and local bodies

74.0 Acceptance of tender:

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

27.0 Defects after Virtual completion and defects liability period:

Any defect shrinkage, settlement or other faults which may appear within the

"Defects Liability Period" which shall be as per NIT from the date of the virtual completion of the work, arising in the opinion of the Architect from materials or workmanship not in accordance with the contract, shall upon the direction in writing of the Architect , and within such reasonable time as shall be specified therein, be amended and made good by the contractor, at his own cost and in case of default then Bank may employ and pay other person /agency to amend and make good such defects, shrinkage, settlement or other faults, and all damages, loss, and expenses consequent thereon or incidental thereto shall be made good and borne by the contractor and such damage, loss and expenses shall be recoverable from him by the Bank or may be deducted by the Bank, upon the Architect's certificate in writing, from any money due or may be deducted by the Bank, upon the Architect's certificate in writing, from any money due or that may become due to the contractor, or the bank may in lieu of such amending and marking good by the contractor deduct from any money due to the contractor a sum, to be determined by the Architect equivalent to the cost of amending such work and in the event of the amount retained under clause of GCC, hereof being insufficient, recover the balance from the contractor, together with any expenses the Bank may have incurred in connection therewith. Should any defective work have been done or material supplied by any sub-contractor employed on the works, who has been nominated or approved by the Architect as provided in clauses of GCC the contractor shall be liable to make good in the same manner as if such work or material has been done or supplied by the Contractor and been subject to the provisions of this Contract. The Contractor shall remain liable under the provisions of this Contract notwithstanding the signing of any Certificate or the passing of any accounts, by the Architect.

28.0 ANTI-TERMITE TREATMENT AND WATER PROOFING TREATMENT:

a) Pre-construction soil treatment shall be carried out in co-ordination with the building work and shall be executed in such a manner that the civil works are not hampered or delayed by the anti-termite treatment. The treatment shall be carried out as detailed in IS: 6313 (Part III) latest revision. The water proofing treatment shall be type and specification as given in the schedule of

quantities. The anti-termite and water proofing treatment shall be got done through specialized agencies only.

b) The treatment against water-proofing of basement, roofs, water retaining area and termite infestation shall be and remain fully effective for a period of not less than 10 (ten) years to be reckoned from the date of expiring of the defect liability period , prescribed in the contract.

c) The SBI reserves the right to get the quality of treatment checked in accordance with recognize test methods and in case it is found that the chemicals with the required concentration and rate of application have not been applied, or the water proof treatment is done as per specifications, the contractor will be required to do the re-treatment in accordance with the required concentration & specifications at no extra cost failing which no payment for such work will be made. The extent of work thus rejected shall be determined by the Architect.

d) Water proofing and anti-termite termite treatment shall be got done through approved and specialized agencies only.

e) The contractor shall make such arrangement as may be necessary to safe guard the workers and residents of the building against any poisonous effect of the chemicals used during the execution of the work.

f) The contractor whose tender is accepted shall execute Free Maintenance Guarantee agreement Bond in the prescribed form as appended for guaranteeing the anti-termite and water proofing treatment.

29.0 During the execution of work, if any damage shall occur to the works already done, either due to rain or any other circumstances, the same shall be rectified and made good to the entire satisfaction of the Architect/Consultant by the contractor at his costs and risks.

30.0 Testing of Material's etc.:

The contractor at his own cost (without any extra cost to the Bank) shall arrange for the laboratory and/or field testing of materials and works as required by the architects/Bank.

ADDITIONAL CONDITIONS OF CONTRACT

Notwithstanding anything contained herein above the following ADDITIONAL CONDITIONS shall be applicable for this contract / work.

1.0 PRICE VARIATION ADJUSTMENT (PVA):

The rates quoted by the bidder shall remain firm throughout the contract / construction period. PVA & PVA Clause mentioned elsewhere in these documents shall not be applicable.

2.0 WORKING SCHEDULE / BAR CHART:

Detailed working date schedule and bar chart for the work shall be prepared by the contractor and got approved from the Bank / Architect. A detailed flow chart of activities highlighting curing, setting time / period, pot life period / predecessor, successor & critical activities etc. shall also be prepared by the contractor for effective management of work and also to make a realistic bar chart / working date schedule.

3.0 RATES:

It may be noted that it is an item rate contract. Rates accepted by the bank shall be for all levels/height and lead unless otherwise specified in the schedule of quantities and shall be inclusive of all man, labour, supervision, materials, tools, equipment, scaffoldings, water, electricity, taxes, insurances, arrangements, temporary works, over heads, collection & carting away & final disposal of rubbish & debris, regular cleaning of site etc. required to complete the works in all respect to the satisfaction of the architects / Bank and nothing additional or extra shall be paid on these accounts and / or on account of variation in rates / taxes and / or imposition of new tax / levy during currency of contract / work, except for the items, taxes, works etc. for which there is a specific mention for additional payment in these tender documents. The rates shall remain firm throughout the contract period.

4.0 BASIC RATE:

Wherever for any item of work basic rate of materials are specified, the materials of that basic rates as selected by the Bank/Architect at any commercial establishment/ seller of Ahmadabad or nearby center, if such materials are not available at Ahmadabad, shall be procured and used by the contractor.

Basic rate of any material (Without processing) is the rate offered by seller against Bill and credit period not exceeding 15 days, including any applicable taxes ex-godown. Payments for procurement of materials shall be made by the contractor themselves.

If the basic rate of any material actually used for the work is more or less than the basic rate given in schedule of quantities, in that case adjustments in the rate admissible to the contractor shall be modified by adding or subtracting, as the case is, from the accepted tender rates an amount equivalent to difference in the basic rates plus 15 % of difference of the basic rate.

5.0 BRANDED / FINISHING ITEMS:

Branded items such as tiles, construction chemicals, hardware, sanitary wares and other finishing items shall be used as per the samples selected and approved by the architects / Bank from the brands/makes mentioned in the tender document. If the contractor intend to use an equivalent substitute than, they have to produce necessary documentary evidences establishing the equivalency to the satisfaction of the architect/Bank and shall use the same only after approval of the architect.

6.0 INSURANCE

The contractor shall keep the Bank indemnify from all the claims arising out of damage to workman/person & property of Bank and/or third party and the SBI shall have right to recover the cost of such damages /claim from any amount due to the contractor. If the claim amount exceeds

the amount due to be paid to the contractor, the contractor shall immediately pay such excess amount to the Bank. Decision of the Bank regarding determination of the amount of claim /damage shall be final & binding to the contractor. Being a short period work, the Bank may not be able to check or verify the various insurance policies required to be taken by the contractor and trust that the contractor has obtained all such policies.

7.0 SITE CONDITION & WORKING HOURS.

The tenderer must visit the site and acquaint themselves with the site conditions. It must be noted that the work is to be carried out in the functional branch without hindering the normal functioning of the Branch. The work shall generally be carried out on holidays or after Banking hours only.
~~The work is to be carried out in vacant premise; therefore the work shall be carried out day & night.~~
~~The Lift shall not be used by Contractor for any propose.~~

The contractor has to work in coordination with the other contractors and daily/weekly schedule of working shall be prepared in consultation with the Architects/Banks. Regular updating / modification of such schedule shall be required.
For normal functioning of the Bank/Branch the contractor shall be required to shift the FURNITURE etc and/or relocate the existing and/or new loose and/or fix FURNITURE and/or any other item of works and/or any such materials at new location at times. The contractor shall carry out all such activities with utmost priority and without any additional/extra cost to the bank. The tenderer shall quote the rates inclusive of all such activities/works as may be required as per site conditions. The rates quoted by the tenderer shall be inclusive of all such temporary/semi-permanent works/activities.

8.0 GENERAL:

(i) Source of materials / samples / brands / makes etc. shall be got approved from the Architects /Bank before using. In case of deviations, decision of the Bank shall be final and binding and shall not be open for arbitration.

(ii) The Architects have their specific role/duties/rights as defined in these tender documents However in the event of any dispute arising out of differences between the opinions of the Architects and also their role/duties/rights, the Banks' decision shall be final & binding on the Architects and the Contractor and shall not be open to arbitration.

(vi) Any item mentioned in the BOQ with "TO THE SHAPE" will have measurement of onsite executed to the shape area only.

(vii) The contractor's qualified & authorized representative shall remain on site during the entire execution process for coordination with various agencies/ Architect/Bank & execution of work

(viii) Hidden measurement. It is contractor's responsibility to get the measurement checked immediately on completion of such items. This shall be done before finishing the same & before ceiling boarding done. The Architect shall be provided with such details well in advance so that the other work is not held up due to last moment action.

(ix) MTC (Manufacturer Test certificate) Where ever applicable shall be arranged &submitted by the contractor.

(x) Water & Electricity, if available, shall be provided by the Bank at one point without any charges. However, if the water & electricity could not be provided by the Bank, the same shall be arranged by the contractor at their own cost within the quoted/accepted rate. Nothing extra shall be paid by the Bank on account of not providing the water & Electricity.

(XI) Wherever the specifications are not specified in details the work shall be carried out as per CPWD specifications or Manufacturer's instructions or architects instructions depending upon the site conditions as directed by the Bank/ Architects

(XII) The contractor shall produce the bills / challans / documentary evidences and proof in respect of genuineness of materials used by him when so ever asked/demanded by the Architects/Bank.

Safety Code:

1. All personnel at site should be provided with Helmets and Safety Boots with some identification Mark. Visitors also should be provided with helmets. It should be ensured that these are used properly.

2. First Aid Box should be kept at site with all requisite materials appliances including adequate supply of sterilized dressing and cotton wool shall be kept in a readily accessible place.

3. No one should be allowed to inspect / work at a height without safety belt.
4. An injured person shall be taken to a public hospital without loss of time, in cases when the injury necessitates hospitalization.

5. Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from the ground.

6. No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30 cm. (clear) and the distance between two adjacent running's shall not be more than 30 cm. When a ladder is used an extra labour shall be engaged for holding ladder.

7. The excavated material shall not be placed within 1.5 meters of the edge of the trench half of the depth of trench whichever is more. All trenches and excavations shall be provided with necessary fencing and lighting.

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

9. No floor, roof or other part of the structure shall be so overloaded with debris or material as to render it unsafe.

10. Workers employed on mixing and handling material such as asphalt, cement, mortar, concrete and lime shall be provided with protective footwear and rubber hand gloves.

11. Those engaged in welding works shall be provided with welders' protective eye shield and gloves.

12. (i) No paint containing lead or lead products shall be used except in the form of paste readymade paint.
    (ii)Suitable face masks should be supplied for use by the workers when the paint applied in the form of spray or surface having lead paint dry rubbed and scrapped.

13. Overalls shall be supplied by the contractor to the painters and adequate facilities shall be provided to enable the working painters to wash during cessation of work.

14. Hoisting machines and tackle used in the works including their attachments anchor and supports shall be in perfect condition.

15. The ropes used in hoisting or lowering material or as a means of suspension shall be durable quality and adequate strength and free form defects.

16. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can 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 as suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than ¼ to 1 (¼horizontal and 1 vertical).

17. Scaffolding or staging more than 3.5 meters above the ground or floors, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached, bolted, braced and otherwise secured at least 1 meter high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.

18. Working platforms, Gangways, and Stairways should be so constructed that they do not sag unduly or unequally, and if the height of the platform or the Gangway or the Stairway is more than 3-5 meters above ground level or floor level they should be closely boarded, should have adequate width and should be suitably fenced, as described.

19. 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 1 meter.

20. Safe means of access shall be provided to all working platform and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 Meters in length while the width between side rails in rung ladder shall in no case be less than 30cms for ladder up to and including Meters in length. For longer ladders this width should be increased at least 6mm for each additional 30cms. Uniform step spacing shall not exceed 30cms.

21. Adequate precautions shall be taken to prevent danger from electrical equipment's. For electrical on line work gloves, rubber mats, and rubber shoes shall be used.

22. All trenches 1.2 Meters or more in depth shall at all times be supplied with at least one ladder for each 30 meters length or fraction thereof. Ladder shall be extended from bottom of the trench to at least 1Meter above the surface of the ground. The sides of the trenches, which are 1.5 meters or more in depth shall be stepped back to give suitable slope, or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 Meters of the edge of the trench or half of the depth of the trench whichever is more cuttings shall be done from top to bottom. Under no circumstances undermining or under cutting shall be done.

23. Before any demolition work is commenced and also during the process of the work:-
    (a) All roads and open areas adjacent to the work site shall either be closed or suitably protected;

    (b) No electrical 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 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 as to render it unsafe.

    (d) All necessary personal safety equipment as considered adequate by the site Engineer 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 those concerned.

(e) Workers employed on mixing Asphaltic materials, Cement and lime mortars shall be provided with protective footwear and protective goggles.

(f) 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.

(g) Those engaged in welding works shall be provided with Welder's protective eye-shields.
(h) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.

(i) 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 at least for an hour before the workers are allowed to get into the manholes so opened shall be cordoned off with suitable railing and provided with warning signals and boards to prevent accident to the public.

24. Use of hoisting machines and tackle including their attachments, anchorage and support shall conform to the following standard or conditions:-

(a) These shall be of good mechanical construction, sound material and adequate strength and free from patent defect and shall be kept in good repairs and 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.

(c) 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 scaffold, winch or give signals to the operator.

(d) 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.

(e) Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of hoisting machine having a variable safe working load, each safe working load of the conditions under which it is applicable shall be clearly indicated. No part of any machine or of any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.

(f) Motor, 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 to the minimum the risk of accidental descent of the load, adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced.

(g) When workers are employed on electrical installation, which are already energized, insulating mats, wearing apparel such as gloves, sleeves, and boots as may be necessary should be provided. The workers should not wear any rings, watches and carry keys or other materials, which are good conductors of electricity.

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

26. (i) These and all other necessary safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.

(i) 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 labor officer, Engineers of the Department or their representatives.

(ii) Notwithstanding the above clauses, there is nothing in these to exempt the contractor from the operations of any other Act or rule in force in the Republic of India.

SCAFFOLDS

i) Suitable double type steel H frame scaffolds or suitable alternative arrangements shall be provided for workmen for all works that cannot be done safety from the ground, or from solid construction except in the case of short duration work which can be done safety from ladders. When a ladder is used, it shall be of rigid construction made either of good quality wood or steel. The steps shall have a minimum width of 450 mm and a maximum rise of 300mm. Suitable hand holds of good quality wood or steel shall be provided and the ladder shall be given an inclination not steeper than ¼ to 1(1/4 horizontal and 1 vertical).

ii) Scaffolding or staging more than 4 m above the ground floor, swung or suspended from an overhead support or erected with a stationary support shall have a guard rail properly bolted, braced or otherwise secured, at least 1 m above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened so as to prevent it from swaying from the building or structure.

iii) Moving or Suspended type scaffolding specifications: Instead of Double type H frame steel scaffolding, if any Contractor desires to use suspended type of scaffolding or any other type of arrangement, they may do so but it should be supported by the full specifications, methodology and other relevant details in order to study and approve the same by the Consultant. No such arrangement of scaffolding will be altered unless the same is approved by the Consultant / Bank.

iv) Working platforms, gangways and stairways shall be so constructed that they do not sag unduly or unequally and if the height of the platform, gangway or stairway is more than 4 m above ground level or floor level, they shall be closely boarded and shall have adequate width and be suitably fenced as described in (ii) above.

v) Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 1m.
Wherever there are open excavations in ground, they shall be fenced off by suitable railing and danger signals installed at night so as prevent persons slipping into the excavations.

vi) Safe means of access shall be provided to all working places. Every ladder
Shall be securely fixed. No portable single ladder shall be over 9m in length while the width between side rails in rung ladder shall in no case, be less than 290mm or for ladder up to and including 3m in length. For longer ladders the width shall be increases at least 20mm for each additional meter of length.

OTHER SAFETY MEASURES

i) All personnel of the contractor working within the plant site shall be provided with safety helmets. The welder's goggles while welding works and all metal workers shall be provided with safety gloves. Persons employed in metal cutting and grinding shall wear safety glasses. For polymer application suitable hand gloves and other safety equipment / devices shall be provided.

ii) Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public.

EXCAVATIONS & TRENCHING

i) All trenches, 1.25 m or more in depth shall at all times be supplied with at least one ladder each 3 m in length or fraction thereof. The ladder shall be extended from bottom of the trench to at least 1 m above the surface of the Ground, Sides of trenches which are 1.5 m or more in depth shall be stepped back to give suitable slope or securely held by timber bracing so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5m of the edges of the trench or half of the depth of the trench whichever is more. Undercutting shall be done.

ii) The Contractor shall take all measures on the site of the work to protect the public from accidents and shall be bound to bear the expenses of defense of every suit, action or other proceedings at law that may be brought by any persons for injury sustained owing to neglect of the above precautions and to any such persons or which may with the consent of the contractor, be paid to compromise any claim by any such person.

DEMOLITION.

i) Before any demolitions / chiseling / breaking work is commenced and also During the process of the work:

a) All roads, open areas adjacent to the work site shall be suitably protected as directed by providing covered sturdy shed for thoroughfare of the staff, customers and public.

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 overloaded with debris or materials as to render it unsafe.

PERSONNEL SAFETY EQUIPMENTS.

i) All necessary personal safety equipment as considered adequate by the Engineer should be kept available for the use of the person employed on the site and maintain in a condition suitable for immediate use and the contractor should take adequate steps to ensure proper use of equipment by those concerned.

a) Workers employed on mixing asphaltic materials, Cement and Chemicals/ Polymer shall be provided with protective footwear, goggles and hand groves as per the requirements etc.

b) Those engaged in white washing and mixing or stacking of cement Bags or any materials shall be provided with protective goggles.

c) Those engaged in welding works shall be provided with welder's Protective eyesight lids.

d) 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 at least for an hour before the workers are allowed to get into manholes and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident 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, Where ever men above the age of 18 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 by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scraped.
iii. Overalls shall be supplied by the contractor t the workmen and adequate facilities shall be provided to enable the working painters to wash during the cessation of work.
iv. When the work is done near any public place where is risk of drawings all necessary equipments should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

(G) INJURY TO OR DEATH OF A PERSON

The Contractor shall be liable for and shall, indemnify the Employer against any expense, liability, loss, claim or proceedings whatsoever arising under any statute or at Common Law in respect of personal injury to or death of any person whomsoever arising out of or in the course of or caused by the carrying out of the Works.

APPENDIX HEREIN BEFORE REFERRED TO

1	Name of the organization Offering Contract	:	Assistant General manager, SBI RBO-2, GHOD DOD ROAD, SURAT-395001
2	Consultants	:	**Ar.Ajay Chowdhury**
3	Site Address	:	SBI SURAT MAIN BRANCH
4	Scope of Work:	:	Proposed Furnishing works for HERITAGE GALLERY AT FIRST FLOOR AT SBI SURAT MAIN BRANCH,RBO 2, SURAT
5	Name of the Contractor	:	_____ _____ _____
6	Address of the Contractor	:	_____ _____ _____
7	Period of Completion	:	30 days from the date of Issue of work order.
8	Earnest Money Deposit	:	**Nil (Rs. 21,198.00/- not to be paid)**
9	Retention Money	:	As per clause no.1d. of general Conditions
10	Defects Liability Period	:	Twelve Months from the date of Virtual Completion
11	Insurance to be undertaken by the Contractor at his cost (Contractor's all risk policy)		125% of Contract Value
12	Liquidated damages	:	0.5% of the Contract amount shown in the tender per week subject to max. 5% of the contract value or actual final bill value
13	Value of Interim Bill (Min.)	:	No Interim payment will be paid
14	Date of Commencement	:	From the date of work order issued to the Contractor/ or the day on which the Contractor is instructed to take possession of the site whichever is earlier.

15	Period of Final Measurement	:	2 Months from the date of Virtual completion.
16	Initial Security Deposit	:	2% of the Accepted Value of the Tender.
17	Total Security Deposit	:	5% of the final bill amount including ISD
18	Refund of initial Security Deposit comprising of EMD and ISD	:	50% of the Security Deposit shall be refunded to the Contractor on completion of the work and balance refunded only after the Defect Liability Period is over.
19	Period for Honoring Certificate	:	One Month for R. A. Bills

20 The final bill will be submitted by the Contractor within one month of the date fixed for completion work and the Bill shall be Certified within 3 months from the date of receipt of final bill provided the bills are submitted with all pre-requisite documents/test reports etc. prescribed in the tender.

Signature of Tenderers.

Date:

LETTER OF DECLARATION

To,
Assistant General Manager,
SBI RBO-2, SURAT-395001

PROPOSED FURNISHING WORKS FOR HERITAGE GALLERY AT FIRST FLOOR AT SBI SURAT MAIN BRANCH,RBO 2, SURAT

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

MEMORANDUM

(a)	Description of work	Proposed Furnishing works at SBI HERITAGE GALLERY AT FIRST FLOOR AT SBI SURAT MAIN BRANCH,RBO 2, SURAT
(b)	Earnest Money	Rs. 21,700.00/- by means of Demand Draft / Pay Order (Valid for a period of 90 days from the last date of submission of the tender) from any scheduled Nationalized Bank drawn in favour of **State Bank of India, payable at SURAT. [Those registered with MSME-UDYAM need not submitted EMD. Instead, DD, Valid MSME UDHYAM certificate shall be uploaded]**
(c)	Time allowed for completion of work from the date of issue of work order.	30 days from the date of commencement as per tender.

Should this tender be accepted, I/we hereby agree to abide by and fulfill the terms and provisions of the said conditions of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit and pay to SBI, the amount mentioned in the said conditions.

I/we have deposited Demand Draft / Banker's Cheque / FDR for a sum of **Rs. 21,700.00/- (~~Rupees Nine thousand and Eight Hundred only~~)** as Earnest money deposit with the SBI. Should I/we do fail to execute the contract when called upon to do so, I/we hereby agree that this sum shall be forfeited by me/us to SBI.

We understand that as per terms of this tender, the SBI may consider accepting our tender part or whole or may entrust the work of various buildings proposed (i.e. Institute Building, Staff Qtrs. And Director's Bungalow/Interior work) in phases. We, therefore, undertake that we shall not raise any claim/compensation in the eventuality of Bank deciding to drop any of the building/buildings from the scope of work of this tender at any stage during the contract

Ar. Ajay Chowdhury

Sign and Seal of contractor

period. Further, we also undertake to execute the work entrusted to us in phases on our approved rates and within the stipulated time limit without any extra claim for price escalation as provided for in Clause 9.0.1 “Instructions to Tenderers” of this tender.

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

Yours faithfully,

Signature of contractor With Seal

TECHNICAL SPECIFICATION

SPECIFICATIONS OF MATERIALS TO BE USED

General:

These specifications are for the work to be executed items to be supplied and materials to be used in the works as shown and defined on the drawings and described here under the supervision and to the satisfaction of the architect / employer.

The workmanship is to be the best available and to a high standard. Use must be made of specialist tradesmen in all aspects of the works, and an allowance must be made in the rates for doing so.

The materials and items to be provided by the contractor shall be the best of their respective kinds, approved by the architect in accordance with any samples, which may be submitted for approval, and generally in accordance with the specification. Where materials or products are specified in this specification and/ or bill of quantities by the name of the manufacture or the brand trade name or catalogue references the contractor will be required to obtain the approval of the architect/ employer before using a material or product other than the specified. The contractor shall produce all invoices, vouchers or receipted accounts for any materials of called upon to do so by the architect.

The sample of all material are to be submitted to the architect for his approval before the contractor orders or delivers in bulk to the site. Also, the contractor will be required to submit specimen finishes to colors, fabrics etc. For the approval of the architect before proceeding with the works. Should it be necessary to prepare shop drawings, then four copies of such drawings shall be submitted for the approval of the architect who will retain copies, all at the contractors' expenses.

Materials

The materials shall be of the best-approved quality obtainable and shall comply with the respective Indian standard specification.

If directed, materials shall be tested in any approved testing laboratory and the test certificates in the original shall be submitted to the architect and the entire charges for repeated tests, if ordered shall be borne bythe constructor.

It shall be obligatory for the contractor to furnish the certificate, it demanded by the architect, from the manufacturer of the material supplier that the work has been carried out by using their material and as per their recommendations.

All materials supplied by the employer / any other specialist firm shall be properly stores and the contractor shall be responsible for its safe custody until they are required on the works and till the completion of work.

Unless otherwise shown on the drawings or mentioned in the "Schedule of Quantities" or special specifications, the quality of materials, workmanship, dimensions etc., shall be as specified herein under.

The contractor without any extra cost for carrying out field-tests on materials shall provide all equipment and facilities.

Unless mentioned specifically, all materials used in the construction shall conform to the relevant Indian standards published by bureau of Indian standards.

The contractor whenever in doubt should get the materials approved by the architect, before use. A sample of approved material should be deposited with the architect.

Test certificates from the laboratory approved by the architect will have to be furnished, if so directed by him. The contractor will pay all costs for the same.

For special items to be used, the manufacturer's instruction of handling and installation shall be strictly adhered to. The contractor shall obtain, the guarantee certificate from the manufacturer and pass on the same to the owner.

Materials if supplied by the owner, shall be properly stored in the safe custody of the contractor. The same shall be carefully used and shall be properly preserved till the work is completed and handed over to the owner. Proper accounts of such materials will be maintained and will be presented for inspection and physical verification as and when requested by the owner. **Timber:**

Timber generally is to be the best of its kind, well and properly seasoned, of mature growth, free from worm holes large loose or dead knots or other defects and sawn die square and will not supper warping, splitting or other defects through improper handling.

The wood is to be Steam beach weighting not less than 45 lbs per cubic foot with moisture content not exceeding 12% to 14%. The moisture content of timber shall be determined according to method described in paragraph 4 of is: 287 for “maximum permissible moisture content of timber used for different purpose in different zones”.

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

Good quality Steam beach wood:

Steam beach wood be of good quality and well seasoned. It shall have uniform color, reasonably straight grains and shall be free from large, loose dead knots, cracks, shakes, warp, twists, bends, borer, holes or defects of any kind. No individual hard and sound know shall be more than 1 cm. In diameter and aggregate area of all knots shall not exceed ½ % of the area of the piece. It shall be close gained and there shall not be less than 6 growth rings per 2.5 cm width.

Good quality Steam beach wood:

Steam beach wood shall be of good quality and well seasoned. It shall have uniform color reasonably straight grains and shall be free from large, loose, dead knots, cracks, shakes, warp, sound knot shall be more than 2.5 cm. In diameter and aggregated area of all knots shall not exceed 1% of the area of the piece. There shall not be less than 4 growth rings per 2.5 cm width.

Timber is to be cut to the required sizes and lengths as soon as practicable after the works are begun and stored under cover so that the air will circulate freely around it. Joinery is to be prepared, immediately after the placing of the contract, framed up (but not bonded) and stored until required for fixing in position, when it is to be bonded and wedged up. Any portions that warp or develop shakes or other defects are to be replaced before wedging up. The whole of the work is to be framed and finished in a proper and workman like manner, in accordance with the detailed drawings, and fitted with all necessary motets straps, belts screws etc. Running bounded joints are to be cross-tongued with teak onguese and where over 1-1/2% thick double cross tongued. Joiner’s work generally is to be finished with fine class papered surfaces unless otherwise specified.

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

Grounds are to be clean shown, free from large knots, splayed as required, plugged and fixed to walls etc. At 1'-6" centers.

Wood plugs are to be put cut on the twist. Patent wall plugs or plastic filling may be used in lieu of wood plugs with the approval of the architect.

All unexposed surfaces of timber e.g. fails ceilings, backings fillets backs of doors frames backs of doors frames, cupboard framing, grounds etc. Are to be treated with two coats of approved timber preservative like soigné, kirticite, term seal or castral or vacuum pressure impregnated with and approved water soluble timber preservative before fixing or bedding.

Timber shall be well seasoned and of the best quality Indian teak of specified species. Timber shall be considered as well seasoned, if its moisture content does not exceed the following limits.

(1) timber for frames. 14%

(2) timber for planking, shutters etc..... 12%

The moisture content of timber shall be determined according to method described in paragraph 4 of is 287 for "maximum permissible moisture content of timber used for different purposes in different climatic zones".

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

Carpentry and joinery:

The carpenter and joiner shall include the finishing of all labor, materials, equipment, and appliances required to complete the work including the installation of hardware as per the drawing. The timber shall be of the quality as described on the drawings or in the bills of quantities, shall be seasoned and uniform in texture, free from fungal growths, knots, wanes, open shake borer holes, rot, decay, discoloration, soft or spongy spots, holes, rot, decay, discoloration, soft or spongy spots, hollow pockets, patch or box heart and all other defects.

Skilled workmen, using proper tools, shall carry out all the carpenter's work. All joints shall be securely nailed without splitting the wood. Wherever it is necessary the members shall be lapped of joining by g.i. stapes or extra wood blocks. All joints and nailing shall be done in neatness, and shall be approved by the architects. All assembly is exactly at right angles.

Finish woodwork and joinery including doors shall be surfaced with straight without any warp of bow and shall have smooth, well-planned faces at right angles to each other. The frame members shall be planned on the three sides exposed at right angles to each other.

All joinery work shall be securely mortised and tanned with synthetic resign conforming to I.S. 8511957. Heads, posts, transoms, mullions of door and window frames shall be made out of single pieces of timber only. The heads and posts shall be thought - tanned into the mortises of not less than ½". Solid wood panels of not less than 5" and not more than 8" in width shall be used and jointed together with tongue and groove joint.

All interior wood finish doors, cabinetwork shall be smoothly traded and sanded after erection, until all defects are entirely removed. Assembled door frame without sills shall be fitted with temporary stretchers. All exposed wood and plywood shall be straight-grained method grain and color and shall be approved by the architects. Interior wood finished doors cabinets and other fixed wooden equipments shall be properly installed, level plumb and true. But joints shall be avoided wherever possible; if unavoidable the joint shall be leveled. All exterior angles shall be mitered. Adjoining interior woodwork shall match and harmonies. All woodwork in contact with masonry shall be painted with bitumen paint or red oxide paint.

Joints:

All joints will be standard, mortised and tenon, dovetail, dowel, cross-halved, metered, tongued and grooved and rebated. Nailed or glued but joints, will not be permitted exceptional cases, ailed but joints will not be accepted. All joints shall be smeared with white lead.

Whenever solid wood is specified it shall be as per I.S.I. and of good quality. The type of wood shall be got approved before collecting the same on site. Fabrication of wooden members shall be started only after approval. It shall be free from large, loose, dead of cluster knots, flows, shakes, wraps, bends or any other defect. It shall be uniform in substance and of straight fibers as far as possible. It shall be free from rats, decay, harmful fungi and other dejects of nature which will affect the strength, durability of it usefulness for the purpose for which it is required. The color of wood shall be uniform as far as possible. The scantlings planks etc. Shall be seen in straight lines and planes in the direction of grain and have uniform thickness.

Plywood:

Plywood for general purpose shall confirm I.S. 303 MR grade & I.S. 710 B.W.P. / marine grade as specified. It shall be formed with 0.8 mm. Thicknesses commercial face veneers and 1.5 mm. Thicknesses. Intermediate veneers in two opposite grain direction shall be 1:1. The moisture content shall not be more than 12.5% by mass. It shall either be kit ply make or other equivalent approved make. Where B.W.P. grade is specified it should be boiling waterproof confirming to I.S. standards.

The plywood for general purpose shall conform to is I.S. 303 MR grade & I.S. 710 B.W.P. / marine grade as specified Cementing together thin boards or sheets of wood into panels makes plywood.
There is always an odd number of layers 3,5,7,9 ply etc. The plies are placed so that grain of each layer is right angle to the grain in the adjacent layer.

According to is I.S. 303 MR grade & I.S. 710 B.W.P. / marine grade as specified the plywood for general purpose shall be of three grades namely I.S. 303 MR grade & I.S. 710 B.W.P. / marine grade as specified depending upon the adhesives used for bonding and veneers, and it will be further classified into six types namely aa, ab, ac, bb, bc and cc based on the quality of the two face, each face being of three kinds namely, a, b and c.

I.S. 303 MR grade & I.S. 710 B.W.P. / marine grade as specified formed with 0.8 mm. Thickness commercial face veneers and 1.5 mm. Thick intermediate veneers in to two opposite grain direction. The moisture content shall not be more than 12.5 % by mass. Where B.W.P. grade is specified it should be boiling waterproof conforming to Indian standards. **Laminates:**

All the laminate to be used shall be of 1.0 mm (or 1.5 mm or 0.5 mm where specified) thickness in approved the color and shade as approved and specified by the architect. It shall be matt finish manufactured by recommended makes as per sample shown by the consultant unless otherwise specified. It shall satisfy all the I.S.I. standards for melamine coated laminated fiber board's before the use of such fiberboard laminated. The contractor shall have to take approval of the department of each sheet of the laminates.

Fixtures and fastenings:

The fixtures and fastening, that is, butt hinges, tend strap hinges, sliding door bolts, tower bolts, door latch, bath room latch, handles, door stoppers, casement window fasteners, casement stays and ventilators catch shall be made of the metal as specified in the item or its specifications.
They shall be of S.S., S.S. brush finish, iron, brass, aluminum, chromium plated iron, and chromium plated brass, copper oxidized iron, copper oxidized brass or anodized aluminum as specified.
The fixtures shall be heavy type. The fixtures and fastenings shall be smooth finished and shall be such as will ensure ease of operation.

The samples of fixtures and fastening shall be got approved as regards quality and shape before providing them in position. Brass and anodized aluminum fixtures and fastenings shall be bright finished.
Screws, nails, bolts will be of brass or other no corrosive metal. In hardware, they will match the finish of the hardware item. Nails, in a finished surface shall be neatly punched and the hole filled with wood filler matching the finish. Screws in a finished surface will be round head, raised head or sunk beneath the surfaces and the hole plugged with a wood plug with matching color and grain of the wood surface as directed.

S.S. fittings should be proper polish finished.
Screws, nails, bolts, will be of brass or non-corrosive metal. In hardware, they will match with the hardware items.
Nails, in a finished surface shall be neatly punched and the holes filled with wood filler matching the finish.
Screws, in a finished surface will be round head, raised head or sunk beneath the surfaces and the hole plugged with a wood plug with matching color and grain of the wood surface, unless especially detailed

Hardware

Hinges, locks, latches, door tracks etc. Shall be as specified and as far as possible, by the manufacturer specified. In any variation of this quality of the substitute shall be equal to or better than the original specified, and the samples shall be submitted to the architect for prior approval.

Hardware and metals

The hardware throughout shall be of approved brand and supply well made and equal in every respect to the samples deposited with the architect. The contractor may be required to produce and provide samples many different sources before the architect is able to make the decision and he should allow in his rates for doing so.

Fittings generally shall have a brass finish or powder coated finish unless otherwise specified and should be suitable for their intended purposes.

Screws are to match the finish of the article to be fixed and to be rounded or flat headed or counter sunk as required.

Cover up and protect at the brass or powder coated surfaces with a thick grease or other suitable material, renew as necessary and subsequently clean off and clear away on completion

All steel, brass, bronze, aluminum and stainless steel articles shall be submitted to a reasonable test for strength. If so required by the architect at the contractors expenses.

Door closers

The overhead door closer shall be of standard make as listed by the architect. The overhead door closer shall be of color as approved by the architect. Fixing of the overhead door closer shall be done by and experienced worker preferable from the principal supplier of the item.

After successful installation of the overhead door closer the same shall be checked for speed of door closing. The contractor shall make necessary adjusted operating mechanism as per manufacturer's guidelines to arrive at most suitable operating speed. The selected operating speed should remain constant on all repeated operations. If an overhead door closer is found to lose its adjusted operating speed often during warranty period then the shall have to be replaced with a new piece without charging any extra.

In case of a steel frame door the overhead door closer shall have to be mounted on a special plate supplied by the manufacturer. No extra payment shall be due for such mounting plate.

The rate shall include all materials, labor, required civil work etc. Complete and shall be paid per no. Of overhead door closers installed.

Paints:

Lime for lime wash, dry distemper, oil bound distemper, cement primer, oil paint, enamel paint, flat oil paint, plastic emulsion paint, anti-corrosive primer, red lead, water-proof cement paint shall be from an approved manufacturer and shall conform to the latest Indian standard for various paints. Ready mixed paints as received from the manufacturer without any admixture shall be used, except for addition of thinner, if recommended by the manufacturer. However, if ready mixed paint of specified shed or tint is not available then only ready mixed paint with approved strainer will be allowed. In such a case, the contractor shall ensure that the shade of the paint so allowed shall be uniform.

All the paints shall meet with following general requirements:

Paint shall not show excessive setting in a freshly opened full can and shall easily be redispuresed with a paddle to a smooth homogeneous state. The paint shall show no curdling, levering, cracking or color separation and shall be free from lumps and skins.
Paint as received shall brush easily; possess good leveling properties and show no running or sagging tendencies.
The paint shall not skin within 48 hours in a three quarters filled closed container.
The paint shall dry to a smooth uniform finish free from roughness, grit, unevenness and other imperfections.

General: wherever scaffolding is necessary, it shall be double scaffolding.

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

All materials viz. Dry distemper, oil bound distemper, oil paint, flat oil paint, synthetic enamel paint, plastic emulsion paint, cement primer, red lead and other primers and metallic paints shall conform to respective i.s. specifications and shall be obtained from approved manufacturers.

Painting - Flat / Plastic emulsion etc.:
Ready mixed flat oil paint, plastic emulsion paint, ready mixed synthetic enamel paint, aluminum paint, etc. Shall be brought in original containers and in sealed tins, if for any reason thinner is necessary, the brand and quality of thinner recommended by the manufacturer or as instructed by the architect shall be used.

The surface shall be prepared as specified above and a coat of approved primer shall be applied. After 24 hours drying, approved or specified quality paint shall be applied evenly and smoothly. Filler putty coating may be given to give to give a smooth finish. Each coat shall be allowed to dry out thoroughly and then lightly rubbed down with sandpaper and cleaned of dust before the next coat is applied. Number of coats shall be as specified in the item and if the finish of the surface is not uniform, additional coats as required shall be applied to get good and uniform finish at no extra cost. After completion no hair marks from the brush or clogging of paint puddles in the corners of panels, angles or moldings etc. Shall be cleaned of stains.

Pigmented priming coat (emulsion thinned with water) followed by three or more finishing coats of plastic emulsion paint. Pasted filler to be applied after every coat exempting the final finishing coat and sanded. When the final coat is applied, if directed the surface shall be rolled with a roller or if directed, it shall be stippled with a stippling brush.

Enamel paints
Oil paints shall be of first quality and of the specified color and shade, and as approved. The ready mixed paints shall be only used. However, if ready mixed paint of specified shade or tint is not available while ready mixed paint with approved strainer will be allowed. In such a case, the contractor shall ensure that the shade of the paint so allowed shall be uniform. **All the paints shall meet with the following general requirements:**

Paint shall not show excessive setting in a freshly opened full can and shall easily be redisbursed with a paddle to a smooth homogeneous stage. The paint shall show no curdling levering, caking or color separation and shall be free from lumps and skins.

Paint as revived shall brush easily; possess good leveling properties and show no running or sagging tendencies.

The paint shall not skin within 48 hours in a three quarters filled closed container.

The paint shall dry to a smooth uniform finish free from roughness, grit, unevenness and other imperfections.

Ready mixed paint shall be used exactly as received from the manufacturers and generally according to their instructions and without any admixtures what so ever.

French polish:

The French polish of required tint and shape shall be prepared with the below mentioned ingredients and other necessary material:

(i) denatured spirit of approved quality
(ii) chandras
(iii) shellac
(iv) pigment

The French polish so prepared shall conform to is 348.

French polishing:

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

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

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

Wax polishing:

Wax polish shall either be prepared on site or obtained ready made from market. Polish made on the state shall be prepared from a mixture of purr bees wax, linseed oil, turpentine oil and varnish in the ration or 2:1 ½:1: ½ by weight. The bee's wax and the boiled linseed oil shall be heated over a slow fire. When the wax is completely dissolved the mixture shall be cooled till it is just warm, and turpentine oil and varnish added to it in the required proportions and the entire mixture is well stirred.

Surface shall be prepared as described under "French polishing" except that the final rubbing shall be done with sand paper, which has been slightly moistened with linseed oil.

Mixture or polish shall be applied evenly, with a clean cloth pad in such a way that no blank patches are left, and rubbed continuously for half an hour. When the surface is quite dry a second coat shall be applied in the same manner and rubbed continuously for an hour or until the surface is dry. Final coat shall then be applied and rubbed for two hours or more if necessary, until the surface has assumed a uniform glass and is quite dry showing no sign of stickiness when touched. Glass rubbing must be continuous and with uniform pressure and frequent change is direction.

Glass:

All glass shall be of best quality, free from flaws, specks, bubbles, veins, smokes, air holes blisters and other defects. The thickness and kind of glass to be used shall be as mentioned in the item or as shown in detailed drawing. The thickness of glass panel shall be uniform. All glass shall be of approved make by the architect and conforming to is 3548.

All glass shall be float glass of the best quality, free from specks, bubbles, smokes, veins, air holes, blisters and other defects. The kind of glass to be used shall be as mentioned in the item or specification or in the special provisions or as shown in detailed drawings thickness of glass panel shall be uniform. All glass to be approved manufacture complying with is: 3548-1966 or as per approved quality and sample.

The compound for glazing to metal is to be special non-hardening compound manufacture for the purpose and of 9 brands and quality approved the interior designer.

In cutting glass, proper allowance shall be made for expansion. Each square of glazing to be in one whole sheet and after cutting the edges to be properly filled.

On completion, clean all glass inside and out, replace all cracked scratched or broken panes and leave in good condition to the satisfaction of the architect.

The contractor shall furnish all labor, materials, and equipments required for the installation of glass and glazing items.

The glass shall be of the type, quality and substance specificity in the bills of quantities.

In case of the glass being supplied by the owners, the contractor shall take the delivery of the glass at site and shall be responsible for proper handling and stacking. We shall insure glass against theft, fire, etc.

The contractor shall replace at his own expense all broken, damaged or disfigured glass caused in the execution of the work of faulty installation, before the virtual completion of the work.

Patterned or translucent glass shall be 4 mm. In thickness and shall be approved by the architects. Sheet glass shall be in 5 mm. In thickness. Wired glass shall be 6 mm. In thickness.

The putty used for glazing metal door, window or ventilator shall conform to I.S. 420:1953.

Before installation of the glass, the contractor shall ensure against the following:

All glazing rebates shall be square, putty, true in plane, clear, dry and free of dust. The frames shall be adjusted before glazing. The weight of the glass in side hung casement causes it to drop slightly on its hinges. Before glazing it shall be set in slightly high position in its frame. Glass edges shall be clean and cut to the exact size, chipped or damaged edges shall be rejected. Sashes shall be glazing in the closed position and shall not be open till the putty is set.

The glass shall be set in teak wood beading or metal glazing chips and so installed to achieve water lightness.

The platter glass shall be bedded on strips of leather or felt turned over the two sides of the glass to form packing between the glass and the metal coating. The ground glass shall be getting with smooth surface outside.

Glazing large panes of glass, or when heavy wind pressure is experienced, glazing bead may be used instead of front putty. In this case putty shall be applied to the face of the bead, which is in contact with glass. Putty would also be necessary, at the back.

Beads shall be of timber, rustproof steel or aluminum and shall have mitered corners. The position and size of the bead may depend on the thickness of glass used. The beads shall be fixed with screws 0" apart.

On completion of the job, all glass shall be thoroughly cleaned. All paint or other marks to be removed.

SPECIFICATION FOR WORKMANSHIP

Painting and polishing: various readymade paints:

The surface to be painted shall be cleaned and all cracks, holes and surface defects shall be repaired with plaster of Paris. All irregularities shall be sand papered and wiped clean. The surface so prepared must be dry and free from dust.

The priming coat shall be applied over in the manner recommended by the manufacturer in case of special paint. When no priming coat is specified by the manufacturer, putty composed of powered whitening chalk mixed with double polished linseed oil of required workable consistency shall be applied to prepare a good, hard background in case of undecorated surfaces. The surface shall be then rubbed down again with a fine grade sandpaper and made smooth.

The paint shall be of 1st quality and of specified color and shade and as approved.

Ready mixed paint as received from the manufacturer without any admixture shall be used, except for addition of thinner, if recommended by the manufacturer. However, if ready mixed paint of specified shade or tint is not available while ready mixed paint with approved strainer will be allowed. In such a case, the contractor shall ensure that the shade of the paint so allowed shall be uniform.

Polishing to wood work:

Woodwork to be polished shall be finished smooth with plane. It shall then be rubbed smooth with medium and fine sand papers. In no case sand paper shall be rubbed across the grains. All holes, cracks, open joints and small defects if all allowed to remain by the architect shall be stopped with putty made from pure whiting mixed to the proper consistency with linseed oil.

Polish shall be applied in very thin coats with special fine haired varnishing brushes. Before applying first coat after stopping, the wood surface shall be rubbed down lightly with a fine sand paper taking care to rub along the grains and to leave the color even. The number of coats shall be as specified in the item.

Measurement:

No separate measurement and payment shall be made for such finishing work. The cost of such a finishing shall be included in the rate of related item of woodwork. But if the item is to be carried out independentitem of measurement shall be as per is 1270.

Melamine polishing to wood work:

All unevenness shall be rubbed down to smooth with sand paper and surface shall be cleaned of dust.

The wood to be polished should be first painted with filler composed of a mixture of whiting and mentholated spirit to obtain a good glass surface. The surface shall be again rubbed down for making perfectly smooth with sand paper.

The number of coats of melamine polish shall be as specified in the item. On the woodwork a pad of woolen cloth covered by fine cloth shall apply a thin coat of melamine polish. The pad shall be moistened with polish and rubbed on a surface in a series of overlaying circles, applying the polish uniformly over the entire area to give even surface. A trace of linseed oil on the face of pad facilitates this operation. The surface shall be allowed to dry and the remaining coats shall be applied in the same manner to finish off. The pad shall be covered with a fresh piece of clean fine cloth, slightly damped with mentholated spirit and rubbed lightly and quickly with circular motion.

The finished surface shall have uniform texture and high glass. The melamine polish shall be applied with spray gun and even coating shall be applied to get the very good quality of finishes.

Measurement:

No separate measurement and payment shall be made for such finishing work. The cost of such finishing shall be included in the rate of related item of woodwork. But if the item is to be carried out independent item of measurement shall be as per IS 1270.

GENERAL & IMPORTANT NOTES

1 GENERAL NOTES:

(i) ~~Unless otherwise~~ specified in these tender documents mode of measurements specifications etc. shall be as per relevant IS codes.

(ii) Source of materials / samples / brands / makes etc. shall be got approved from the Architects / Bank before using. In case of deviations, decision of the Bank shall be final and binding and shall not be open for arbitration.

(iii) The Architects have their specific role / duties / rights as defined in these tender documents. However, in the event of any dispute arising out of differences between the opinions of the Architects and also their role/ duties/rights, the Banks' decision shall be final & binding on the Architects and the Contractor and shall not be open to arbitration.

(vi) The Contractor will extend full co-operation, support and all required assistance to Architect / Bank for discharging their duties and responsibilities efficiently and effectively.

(vii) The contractor has to supply and adhere to the specific makes and specifications of all the items, which are mentioned in the separate list of approved makes. Any work found not as per the tender specifications and list of approved the contractor has to replace the same without any delay. The contractor is instructed of get approval of all the materials to be used on this site before starting the work. He should provide different sample of material for approval, before execution of work.

(viii) All quantities indicated in the tender are approximate & are likely to change. The contractor must take actual measurement at site and billing shall be done as per the actual measurement of the work done at site.

(ix) Work has to be got executed at site in coordination with various agencies working at site.

(x) The contractor is instructed to get the approval of the materials to be used on this site before starting the work. He shall provide different sample of materials for approval before execution of the work

(xi) All material have to be used in full size/length only. Joints should be avoided as far as possible.

(xii) Any item mentioned in the BOQ with "TO THE SHAPE" will have measurement of onsite executed to the shape area only.

(xiii) Making various levels & line out for total layout on site for the items in scope of the work shall be done by the contractor at his own cost.

(xiv) MTC (Manufacturer Test certificate) Where ever applicable shall be arranged & submitted by the contractor. Testing of wood for moisture, knot % etc. shall be carried out by the contractor at his own cost.

2. IMPORTANT NOTES:

(i) The contractor's qualified & authorized representative shall remain on site during the entire execution process for coordination with various agencies / Architect / Bank & execution of work

(ii) The site shall be cleaned on day to day basis & all debris shall be disposed away at the location beyond the limit as approved by the local authority.

(iii) Hidden measurement. It is contractor's responsibility to get the measurement checked immediately on completion of such items. This shall be done before finishing the same The Architect shall be provided with such details well in advance so that the other work is not held up due to last moment action.

(iv) Before starting the contractor shall mark out the plan & levels of the false ceiling, partitions etc. in coordination with other agencies on site.

(v) The rates quoted shall be inclusive of all taxes, Duties, Octroi, Transportation, Delivery, Installation, Testing, Commissioning etc. complete at the site. No extra will be paid for any kind of taxes. However, the service tax will be paid extra as the works contract.

(vi) The entire job shall be executed in total coordination with the other agencies working on this project & also with landlord, bank etc.

(vii) **Architect of the project shall be kept informed about the progress of the work at various stages**

(viii) **The contractor shall arrange on his own for lighting & plug point with socket & electrical wiring, DB's etc. required during entire execution process. However, supply at point shall be provided by the bank / landlord**

(ix) **The contractor shall prepare all loose furniture items at his workshop only & deliver the same to the site at**
Appropriate time as instructed by the architect

(vi) **Any Hidden item MUST be photographed and need to be sent via social media or CD to Architect / Bank**

(xvi) **Billing Process:**

Along with final bill the contractor MUST submit:

- **Abstract in tender BOQ format only**
- **schedules for detailed measurement sheet for all items (in detailed break up)**
- **separate as built drawings (Min. A3 size) marking exact locations & putting exact measurements of all works executed on site**
- **original insurance policies as per tender terms**
- **completion certificate**
- **Inspection & completion certificates for all types of false ceiling - Test report for Toughen glass - copy of LOA etc.**
- **All documents shall carry contractor's signature & seal with address. - All documents shall be submitted in 1 plus 1 copies.**
- **The contractor shall also provide all measurement sheet in soft copy (in Excel format)**
- **The contractor shall submit the purchase bill copy of major items used in the project**

IMPORTANT: ALL DOCUMENTS SHALL BE SUBMITTED AT ONCE (NOT IN PIECE MILL MANNER) ALONG WITH FINAL BILL & SHALL BE DULY SIGNED BY PUTTING COMPANY'S ADDRESS & SEAL

List of Approved make materials

SPECIFICATIONS (MAKES MODELS)

LISTOFAPPROVEDBRANDAND/ORMANUFACTURERFORFURNITUREWORK

SN	Particulars and Specifications	Approved Make/model
1	Gypsum Board	Gyproc(saint gobain)/USGBORAL
	Framing with complete system	Gypsteel ultra(saintgobain) iUSGBORAL
2	Locks	
	Auto latch Lock	P-ALL1-22(Ebco)iEG
	Multipurpose group Lock	E-MPL1-22/E-MPL1C-22(Ebco)/EG/Godrej
	Night latch	8812 (Godrej)/Doorset-NL 180 sis/Europa 8010NSofSSbrushFinished
	Cylindrical lock(SS matt finish)	3792-withkeyand3786-keyless(Godrej)/C120SS(Europa)
	Mortise deadlock(two way)	8815(Godrej)/Doorset-ML102S/Dorma Make
	Mortise lock with door handle	Matiz8083(Godrej)/Doorset-HL170SS/Dorma Make
3	Drawer channels	
	Telescopic channels (zink plated)	STDS35(/)35iSTDS45(/)35iSTDS50(/)35i STDS60 (/) 35(Ebco) / EFG / Everite
	Bottom channels (powder coated)	BMDS35iBMDS37iBMDS55iBMDS60(Ebco)
4	General hardware	SS matt finish
	Doorstopper	/)Black/ivory/brown/silvercolorPowdercoatedDS1(Ebco) ii)Spring type black /brown /ivory color powder coated (ECGL's sterling)
	'D' bracket	50x12 mm (Oswal)
	Hinges	/)3"i4"i5"i6"1.8mmth.SSmattfinish(Suzu) ii) 75x12x191.2mmth.SSmattfinishforstorage(Suzu) iii) Auto close hinges- slipon hinge-euro/click on hinge-I(Ebco) for storage
	Handles 'D' or 'C' type	1)3"i4"i6"10mmdiaSS202mattfinish(Anjali)
	Tower bolt	3"i4"i6"i8"brassextrudedSSmattfinish(Oswal)
5	Floor spring	
	60kg	7477(Godrej)/M-74(Hardwyn)/Dorma/Everite
	80kg	8293(Godrej)/M-74(Hardwyn)/Dorma/Everite
	100kg	8294(Godrej)/M-76(Hardwyn)/Dorma/Everite
6	Door closer	
	60kg	Doublespeed8292-silver,7345-golden(Godrej)/ Scorpio(Hardwyn)/Dorma/Ebco/Ozone
	Firerated60kg	1938(Godrej)/Triton(Hardwyn)
	Patchfittingsfordoorandfixedglasspartition(to pibottompatch,pivot,patch lock, Larm, Lconnect, connector, floor spring, handle, plastic profile)	Godrej/XLCseries(Dorma)/OPF series(Ozone)
8	Particleboards	Novapan /Decoboard
9	Computer accessories	
	Keyboard tray with mouse tray	KTE-1-45M(Ebco)/Hettich/Innofit/Featherlite
	CPU hangeri shelf	Side mounted IS CPU HL SM (Innofitt) iCPU SM (Ebco),4i2-SMCS(Zipco)
	Cable manager(60mm)	i)metal-CO60ZN1(Ebco) ii)PVC-CO60(Ebco)black/ivory/grey color
10	Foam	Sleep well/Feather foam

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11	Glass-film	3MINDIA/AVERYDENNISON
12	Wood For Partition and Paneling Frame	Marandi wood or Equivalent
13	Wooden for Visible surface i.e. Beading, jambs, etc.	Steam Beach or Equivalent
A	INTERIORWORK	
1	Vitrified floor tiles(2400mmx1200mm, 1200mmx600mm) (ITALIAN FINISH)	Johnson/Somani /AGL / SIMMERO/ AND EQUIVALENT
2	Adhesive	FavicolSH /Bluecoat /Royel bond /
	Sealant	Pidilite / Roaper
3	Paint on Wall & Ceiling	Asian Paint / Nerolac
4	Paint on Wood: Polyurethane systems(PU)	Sirca Paint/Asian paint
5	Plywood (IS 303 MR)/waterproof ply IS 701 / Block Board IS 1659 /Flush Door IS 2202	Green / Century / Anchor / Mayur /Kit[IS 303 MR]/Samrat
6	Laminate IS 2046	Green / Archid/Formica / Sunmica / Marino / Bloom /Century / BRAVIa/ greenlam AND EUQIVALENT
7	MDF Exterior Grade ISI Mark	Nuwood / Action tesla / Dura turff /Century/Green
8	Bison board	NCL Industries
9	Timber for lipping, moulding & when Furniture is to be finished in polish	Superior quality seasoned Ghana teak.
10	Timber for all other types of furniture work	First class seasoned C. P. Teak.
11	Decorative laminate(1.0mm)	Marino/Green/Sunmica/Formica / BRAVIA
12	Exterior Grade Compact Laminate(5mm,6mm)	Clads (Greenlam)/Staylam
13	Veneer	Green ply nature max/Century/Lignin/Greenlam/samrat
	Stone veneer	Stone work ibdia/IKAI or equivalent
	Flutated wood panel	ENJO/ IKAI or equivalent
14	Hardware	
	a)Latches	Ebco /Hafele /Hettich
	b)Locks	Ebco/Hafele /Hettich /Godrej
	c)Screw	Nettle fold /GKW /Hafele
	d)Floor Spring	Doorset /Dorma /Ozone/Godrej
	e)Patch Fitting	Dorma/Haffle /Ozone
	f)Handles	Doorset/Ozone /Godrej
	g)Drawer slides telescopic	Ebco/Hafele /Hettich
	h)Keyboard trey	Ebco/Hettich/Innofit
	/)CPU trolley	Ebco/Hettich/Innofit
	j)Door Closer	Ozone/Dorma /Hafele/Godrej
	k)Cable Manger	Ebco/Easy
	l)Glass Bracket	Flora/Riddhi
	m)Magnet	Suprime/Bentex/Honda
	n)Tower Bolt	Rolex/Flora/Riddhi
	o)Hinge	Suzumatt/ Garypremium

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	p)Nails	Mehta/chakra/Sun
	q)L & key	Riddhi/Prince
15	Glazing, Lacquered glass	Tata/Modi guard/Saint gobain
16	Vinyl & Glass film	3MIndia /Avery Dennison

17	Roller Blinds	Vistawall fashion/Mac
18	Fabric	Masper/D Decor
19	Calcium silicate board	Saint Gobain/Usgboral /Hilux
20	Mineral fiber ceiling tiles tabulated profile	Armstrong/USG/Usgboral/AMF
21	Fire proof pvc sheet	Vardhman wonder boards /Hilux
22	Corian(Solid Surfaces)	DUPONT
23	Solid hard wood floor	Vista/Armstrong/Squarfoot
24	ACP	Aludecore/Armstrong/Urobond/Timex
25	Aluminum skirting	Ozone
26	Aluminum Section	Jindal/Hindustan/Hindalco
27	Modular items like chairs, storage units, drawer units	Featherlite/godrej/wipro
28	Wall Putty	Birla white/J. K. white
29	Texture paint	Asian/Nerolac
30	Sanitary Fixture	Hindware/Jaquare/Grohe/Kohler
31	Sanitary Fittings	Hindware/Jaquare/Grohe/Kohler
32	Wallpaper	Green/Asian

Note:

[a] Where other Material are proposed to be used these should be got approved from the Architect/Bank's Engineer before execution of particular item. In case of Non- Availability of any material of specified make, the Alternative equivalent make should be used only after it is approved in writing by the Employer or the Architect. The Material shall be used in preferential Order only.

[b] Before starting of work, contractor must get all samples/make approved from Architect/Bank's authorities before using at site

[c] Consultants/Bank's authorities reserve the right to add or delete name of any manufacturers and when required.

[d] Consultants/Bank's authorities reserve rights to select any of the specified brands mentioned above.

PROFORMA OF HINDRANCE REGISTER

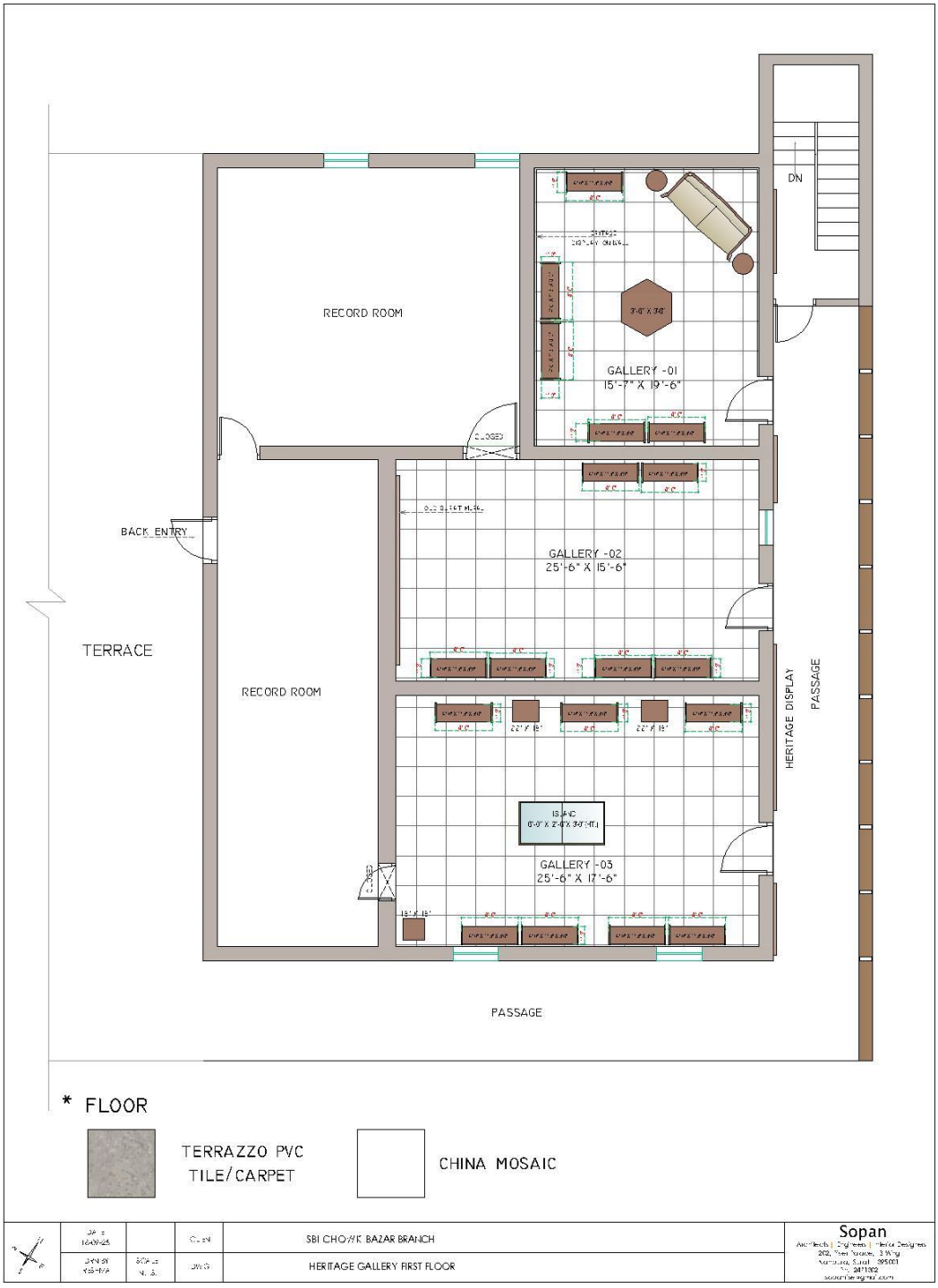
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1	2	3	4	5	6	7

Name of Work:-
Date of Start of Work:-

Name of Contractor:-
Period of Completion:

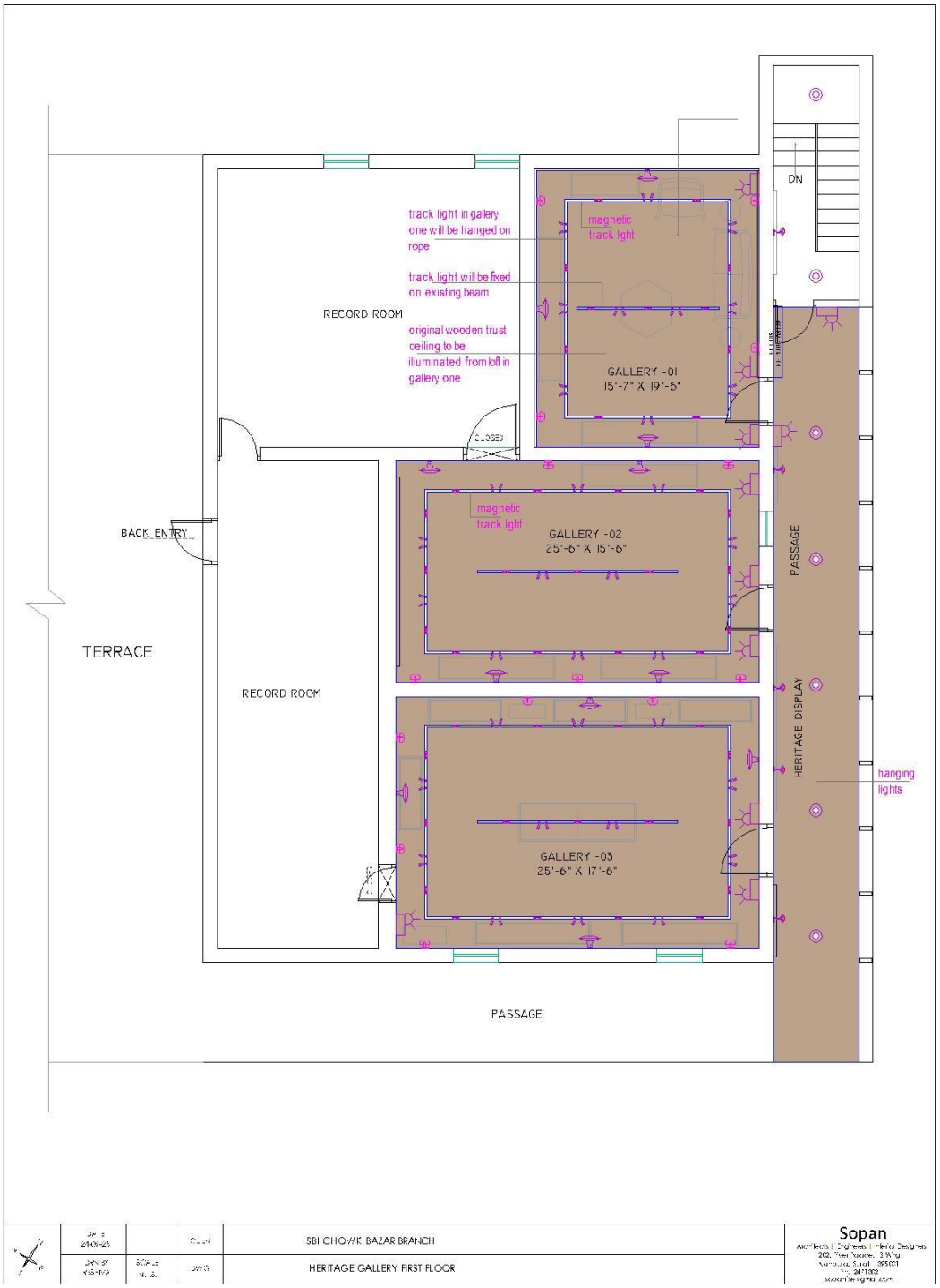
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