
SBI LIFE INSURANCE CO. LTD.
REGIONAL OFFICE
BHOPAL

**TENDER DOCUMENT FOR PROPOSED
INTERIOR AND ALLIED WORKS AT
SBI LIFE INSURANCE CO LTD
BHOPAL 2 AND BHOPAL PC BRANCH**

**'PINK TOWER', 2ND FLOOR, PADMANABH NAGAR,
NEAR PRABHAT PETROL PUMP,
GOVINDPURA, RAISEN ROAD,
TEHSIL HUZUR, BHOPAL(MP)**

Consultants:

DESIGN HOME ARCHITECTS,
455/3 SHAKTI NAGAR BHOPAL(MP)

SECTION-I
NOTICE INVITING TENDER

1.1 Sealed items rate tenders, in duplicate, are invited from the **SBI empanelled contractors of CATEGORY IC OR ID (WORK VALUE FROM 75 LAC TO 150 LAC) ,** on behalf of **THE REGIONAL DIRECTOR, SBI LIFE INSURANCE CO. LTD. BHOPAL** for the following work:

Note- For internal electrical work contractor must have A class electrical license and experience of executing similar kind of work.

- a) **Name of work** : **INTERIOR AND ALLIED WORKS AT
BHOPAL 2 AND BHOPAL PC BRANCH,
BHOPAL (M.P.)**
- b) **Location of work** : **'PINK TOWER',2ND FLOOR,
PADMANABH NAGAR, NEAR PRABHAT
PETROL PUMP, GOVINDPURA, RAISEN
ROAD, TEHSIL HUZUR, BHOPAL(MP)**
- c) **Time of completion** : **50 DAYS**
- d) **Earnest Money** : **Rs.80,000 (Rs. Eighty Thousand Only)
in form of Demand Draft in Favor of SBI LIFE
INSURANCE CO. LTD. Payable at BHOPAL to
be submitted along with the tender bid.**
- e) **Availability of
Tender Documents** : **Website of State SBI LIFE INSURANCE
Co. Ltd - www.sbilife.co.in**
- f) **Time and date of
Submission of tender** : **19th September, 2017 at 3:30 PM**
- g) **Submission to** : **THE ADVISOR (ADMIN. UTILITY) BHOPAL**

SBI LIFE INSURANCE CO. LTD
2ND FLOOR, RANJEET TOWER,
PLOT NO.8, M.P. NAGAR ZONE - 2
BHOPAL (M.P.) - 462 011

- h) Tender addressed to : THE ADVISOR (ADMIN. UTILITY), BHOPAL.**
- i) Opening of tenders : 19TH September 2017 at 3.30 PM**
- j) Validity of tenders : 3 (three) calendar months from the date of submission of tender.**
- k) Eligibility of contractors : SBI's Empanelled contractors of CATEGORY IC OR ID (WORK VALUE FROM 75 LAC TO 150 LAC)**
- l) Liquidated damages : 0.5% of the contract value per week subject to a maximum of 10% of the contract value.**
- m) Defects Liability period : 1 year**

1.2 The work as detailed in this Tender shall be executed and completed in all respects within a period of **50 days (fifty days)** from the date of the written order to commence the work in accordance with the Tender Documents, Instructions to Tenderers, Conditions of Contract, Technical Specifications, Schedules and Drawings to the satisfaction of the Engineer in-charge.

1.2.1 The tenderer is required to deposit **Rs.80,000/- (Rupees Eighty Thousand Only)** as Earnest Money through a Bank draft drawn on any nationalized Bank, along with the tender, in favor of **SBI LIFE INSURANCE CO. LTD. Payable at BHOPAL** . The earnest money will be refunded to the unsuccessful tenderers subject to the relevant provisions in the Tender Documents.

1.2.2 Empanelled contractors shall obtain Tender documents from the SBI LIFE INSURANCE CO. LTD, 's website **www.sbilife.co.in** between dates **12th September 2017 and 19th September 2017**

General Rules and Instructions for the Guidance of Tenderers are enclosed.

DESIGN HOME ARCHITECTS,
455/3 SHAKTI NAGAR BHOPAL(MP)
Tel:0755-2457680

SECTION -II
GENERAL RULES AND INSTRUCTIONS
FOR THE GUIDANCE OF TENDERER

Tenders are hereby invited on behalf of SBI LIFE INSURANCE CO. LTD, Bhopal, for the proposed works at BHOPAL 2 and BHOPAL PC branch, SBI LIFE INSURANCE CO. LTD, AT **'PINK TOWER',2ND FLOOR, PADMANABH NAGAR, NEAR PRABHAT PETROL PUMP, GOVINDPURA, RAISEN ROAD, TEHSIL HUZUR, BHOPAL(MP)**

2.1 Tender Document consisting of the following sections:

- a) **Tender Notice**
- b) **General rules**
- c) **Form of Tender**
- d) **Articles of Agreement**
- e) **General Conditions of Contract**
- f) **Special conditions**
- g) **Safety code**
- h) **Technical Specifications**
- i) **Schedule of Quantities**
- j) **Drawings issued**

can be obtained from the CO'S website www.sbilife.co.in/en/services/download-centre/Other Forms and is to be submitted in printed form duly filled and signed along with the tenderers seal, EMD draft etc. and submitted in a sealed envelope to **SBI LIFE INSURANCE CO. LTD .**

2.2 The site for the work is available.

2.3 Tenders in only printed forms downloaded from SBI LIFE INSURANCE CO. LTD, website should be placed in sealed cover addressed to the REGIONAL DIRECTOR BHOPAL SBI LIFE INSURANCE CO. LTD, Bhopal and with the name of the project written on the Envelope and submitted at SBI LIFE INSURANCE CO. LTD, Bhopal not later than 3:00 PM on 19th September 2017 and same shall be opened on 19th September 2017 at 3:30 PM

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- 2.4 The sealed cover shall contain the tender documents and the set of drawings, duly filled and signed by the tenderer shall be submitted as the tender for work.
- 2.5 The tenderers may depute their authorized representative to be present at the time of opening.
- 2.6 The tenderers should quote **in figures as well as in words** the rates and amount tendered by them. The amount for each item should be worked out and requisite total given. In case of discrepancy in the written total figures and words, the amount that is mentioned in words shall be deemed correct.
- 2.7 All corrections shall be attested by the initials of the tenderers with the seal of the Firm
- 2.8 All rates shall be quoted on the proper form of the tender alone.
- 2.9 The Contractor whose tender is accepted will be required to furnish by way of security deposit for the due fulfillment of his contract such sum as detailed in the General Conditions of Contract.
- 2.10 The total amount of security money shall be 5% (Five percent) of the tendered value of work. The earnest money deposited shall become a part of the initial security deposit for the successful tenderer. The balance of the security money would be made up by deducting @ 10% from the running and final bills for work done under the contract.
- 2.11 The Earnest Money Deposit of the Contractor whose tender is accepted shall be forfeited in full in case he does not start the work by the stipulated date mentioned in the letter of award.
- 2.12 Tenders without Earnest money in proper form shall be summarily rejected.
- 2.13 Earnest money of the successful tenderer will be liable to be forfeited in case of withdrawal/modification of offer within the validity period and/or in the event of refusal or delay for whatsoever reason(s) on his part for signing the agreement within 7 (Seven) days of the issue of letter of award of the work.
- 2.14 The acceptance of a tender will rest with the SBI LIFE INSURANCE CO. LTD, Bhopal Which does not bind itself to accept the lowest tender and reserves to itself the authority to reject any or all the tenders received without assigning of any reason. All tenders wherein any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.
- 2.15 The SBI LIFE INSURANCE CO. LTD, reserves the right to accept the tender in full or in part and the tenderer shall have no claim for revision of rates or other conditions

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- if his tender is accepted in parts. The SBI LIFE INSURANCE CO. LTD, also reserves its right to withdraw or cancel the invitation of Tender without assigning any reason and without any prior notice. The SBI LIFE INSURANCE CO. LTD is not bound to accept the lowest tender or bound to assign any reason for rejecting any or all tenders.
- 2.16 Canvassing in connection with tender is strictly prohibited and tenders submitted by Contractors who resort to canvassing will be liable to rejection.
- 2.17 On acceptance of the tender, the name of the accredited representative(s) of the Contractor who would be responsible for taking instructions from the SBI LIFE INSURANCE CO. LTD and the Architect shall be communicated to the SBI LIFE INSURANCE CO. LTD, /Architect/Consultant.
- 2.18 Sales Tax, income tax, GST, Work Contract Tax or any other tax on material or on finished work in respect of this Contract whether in vogue or likely to be imposed in future shall be payable by the Contractor and the SBI LIFE INSURANCE CO. LTD, will not entertain any claim whatsoever in this respect at any time. Rates should include all these taxes and must be quoted for the complete work at site inclusive of all costs, taxes, and charges, etc. as applicable in Central or State Sales Tax, Octroi, Royalties etc. on works and material required for use in the execution of this project.
- 2.19 The tender for work shall remain open for acceptance for a period of three (3) calendar months from the date of submission of tenders. If any tenderer withdraws his tender before the said period, then the SBI LIFE INSURANCE CO. LTD shall be at liberty to forfeit the Earnest paid along with the tender.
- 2.20 The tender for the work shall not be witnessed by a Contractor or Contractors who himself/themselves has/have tendered or who may and had/have tendered for the same work. Failure to observe this condition would render tenders of the contractor tendering as well as witnessing the tender liable to summary rejection.
- 2.21 It will be obligatory on the part of the tenderer to sign all pages of the tender document after the work is awarded. Tenderer will have to enter into an agreement with the SBI LIFE INSURANCE CO. LTD,

SECTION -III
FORM OF TENDER

Date:

To,
The Regional Director,
SBI Life Insurance Co Ltd
Bhopal

Dear sir (s)

Reg: PROPOSED INTERIOR AND FURNISHING WORK AT SBI LIFE INSURANCE BHOPAL BRANCH, AT 'PINK TOWER', 2ND FLOOR, PADMANABH NAGAR, NEAR PRABHAT PETROL PUMP, GOVINDPURA, RAISEN ROAD, TEHSIL HUZUR, BHOPAL(MP)

1. I/We refer to the tender notice issued by you for Interior Furnishing work in connection with the above.
2. I/We have satisfied myself/ourselves as to the site conditions, examined the drawings and all aspect of the tender conditions. Subject to above, I/We de hereby agree, should this tender be accepted in whole or in part, to:
 - 2.1 Abide by and fulfill all the terms and provisions of the said conditions annexed here to:
 - 2.2 Complete the work within **50 DAYS (FIFTY DAYS)** calendar days as stipulated by working in two or three shifts, if considered necessary by the Architects/Consultants at no extra cost to the SBI LIFE INSURANCE CO. LTD, .
3. I/We have deposited earnest money of Rs..... (Rupees.....) in the form of Demand Draft which I/We note, will not bear any interest and is subject to forfeiture solely at the SBI LIFE INSURANCE CO. LTD, 's discretion if:
 - 3.1 The work is not commenced by me/us within seven (7) Days from the date of issue of formal work order.
 - 3.2 The agreement of the contract is not executed within 10 days from the award of

contract.

4. I/We understand that you are not bound to accept the lowest or any tender you receive.
5. The acceptance of this tender shall constitute a binding contract and any failure as mentioned in item No.4 above shall constitute a breach of contract by us and the tender accepting authority shall be entitled to have the work executed at our risk and cost and to claim extra cost/expenditure incurred by them from us.
6. Names of partners / directors of our firm:

- i)
- ii)
- iii)

Yours faithfully,

Signature

Name of Partner/Director of the firm:

Name.....

Authorized to sign or name of person

Having power of attorney to sign the contract. : Designation.....

(Certified true copy of power of attorney should be attached.)

Witnesses:

a. Signature.....

Name.....

Address.....

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b. Signature.....

Name.....

Address.....

SECTION -IV

ARTICLE OF AGREEMENT

Articles of Agreement made this.....day of2.....

BETWEEN

SBI LIFE INSURANCE CO. LTD AT RANJEET TOWER MP. NAGAR ZONE II BHOPAL-,

(hereinafter called “the SBI LIFE INSURANCE CO. LTD, ”) which expression should include its successors and assignee of the one part and

.....hereinafter called “the Contractor” of the other part, which expression should include its successor and assignee.

WHEREAS the SBI LIFE INSURANCE CO. LTD, is desirous of executing Interior Furnishing work for its BHOPAL BRANCH AT **‘PINK TOWER’,2ND FLOOR, PADMANABH NAGAR, NEAR PRABHAT PETROL PUMP, GOVINDPURA, RAISEN ROAD, TEHSIL HUZUR, BHOPAL(MP)** and has caused drawings, specifications and bill of quantities and Tender Documents shown and describing the work to be done to be prepared by Design Home Architechts. (hereinafter called the ‘Architect/Consultant’)

AND WHEREAS the Tender Notice, Conditions of Contract, Specifications, Drawings, the Bill of Quantities and accepted correspondence (herein after referred to as “the Contract Documents”) have been signed by or on behalf of the parties hereto.

AND WHEREAS the Contractor has agreed to execute upon and subject to the conditions set forth herein and Schedule of items and quantities, General Conditions of Contract, Specifications and 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 and/or described in the said specification and included in the schedule of items and quantities at the respective rates therein 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 in the manner set forth in the said conditions, the Contractor will upon and subject to the said Conditions execute and complete the works shown upon the said Drawings and described in the said specifications and the schedule of items and quantities.
2. The SBI LIFE INSURANCE CO. LTD shall pay the Contractor the 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 Architect/Consultant in the said condition shall mean M/s Design Home Architects, or in the event of their ceasing to be Architect/Consultants for the purpose of this contract for whatever reason, such other person as shall be nominated for that purpose by the SBI LIFE INSURANCE CO. LTD, , provided always that no person subsequently appointed to be Architect/Consultant under this contract shall be entitled to discharge overrule any previous decisions or approval or direction given or expressed in writing by the Architect/Consultant for the time being.
4. The said conditions and Appendices thereto 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.
5. The plans, agreements and documents mentioned herein shall form the basis of this contract.

This contract is neither a fixed lump sum contract nor a piece work contract but is a contract to carry out the work in respect of the proposed BHOPAL 2 and BHOPAL PC BRANCH of SBI LIFE INSURANCE CO. LTD, AT **'PINK TOWER',2ND FLOOR, PADMANABH NAGAR, NEAR PRABHAT PETROL PUMP, GOVINDPURA, RAISEN ROAD, TEHSIL HUZUR, BHOPAL(MP)**

6. . Interior Furnishing work of Bhopal 2 and Bhopal PC BRANCH as per the scope described and to be paid for according to actual measured quantities (as

approved) at the rates contained in the schedule of rates and probable quantities or as provided in the said conditions. Any increase in quantities/ cost should have prior written approval of the SBI LIFE INSURANCE CO. LTD.

7. The SBI LIFE INSURANCE CO. LTD, reserves to itself the right of altering the drawings and nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this contract.
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 7 days after date of issue of formal work order as provided for in the said conditions whichever is later and to complete the entire work within 50 days subject nevertheless to the provisions, if any, for extension of time.
9. All payments by the SBI LIFE INSURANCE CO. LTD, under this contract will be made only by SBI LIFE INSURANCE CO. LTD MUMBAI.
10. Any action, legal or otherwise arising under this agreement shall be at dealt in accordance with the stipulation laid down in the general conditions of contract.
11. That the several parts of this contract have been read by the contractor and fully understood by the contractor

IN WITNESS WHEREOF the SBI LIFE INSURANCE CO. LTD, and the Contractor have set their respective hands to these presents and two duplicates hereof the day and year first hereinabove written. **IN WITNESS WHEREOF** the SBI LIFE INSURANCE CO. LTD, has set its hands to these presents through its duly authorized official and the Contractor has caused its common seal to be affixed hereunto and the said two duplicates / has caused these presents and the said two duplicates hereof to be executed on its behalf, the day and year first hereinabove written.

SIGNED & DELIVERED by the hand of Shri-----

(Name and Designation)

In the presence of:

(1) -----
Name and Address -----

(2) -----
Name and Address -----

SIGNED AND DELIVERED by Shri-----

(1) -----
Name and Address -----

(2) -----
Name and Address -----

Signed on behalf of SBI LIFE INSURANCE CO. LTD, by its duly authorized official

SECTION -V

GENERAL CONDITIONS OF CONTRACT

1.0 Definitions

“Contract” means the documents forming the tender and the acceptance thereof and the formal agreement executed between SBI LIFE INSURANCE CO. LTD, (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/SBI LIFE INSURANCE CO. LTD, 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 ‘Company’ shall mean SBI LIFE INSURANCE CO. LTD, (client) a Public Limited Company incorporated and registered under the Companies Act, 1956 and having its Registered and Corporate Office at Natraj, M. V. Road, Western Express Highway Junction, Andheri (East), Mumbai – 400069 and includes the client’s representatives, successors and assigns. ‘Architects/Consultants’ shall mean M/s DESIGNE HOME ARCHITECTS, BHOPAL.

1.1.2 ‘Site Engineer’ shall mean an engineer appointed by the Architect / Consultant on behalf of SBI LIFE INSURANCE CO. LTD, as their representative to give instructions to the contractors.

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

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

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

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

1.1.7 "Week" means seven consecutive days.

1.1.8 "Day" means a calendar day beginning and ending at 00 Hrs and 24 hrs respectively.

CLAUSE

1.0 Total Security Deposit

Total Security deposit comprise of:

Earnest Money Deposit

Initial Security Deposit

Retention Money

a) Earnest Money Deposit

The tenderer shall furnish EMD of Rs 80,000/- (Eighty Thousand only) in the form of Demand draft drawn in Favor of SBI LIFE INSURANCE CO. LTD. Payable at BHOPAL, on any Scheduled Commercial Bank. No tender shall be considered unless the EMD is so deposited in the required form. No interest shall be paid on this EMD. The EMD of the unsuccessful tenderer shall be refunded soon after the decision to award the contract is taken without interest. The EMD shall stand absolutely forfeited if the tenderer revokes his tender at any time during the period when he is required to keep his tender open acceptance by the SBI or after it is accepted by the SBI the contractor fails to enter into a formal agreement or fails to pay the initial security deposit as stipulated or fails to commence the work within the stipulated time.

b) Initial Security Deposit (ISD)

The amount of ISD shall be 2% of accepted value of tender including the EMD. Balance of ISD (i.e. excluding EMD) is to be submitted in the form of D/D drawn on any scheduled Bank, and shall be deposited within 15 days from the date of letter of acceptance of tender.

c) Retention Money

Besides the ISD as deposited by the contractor in the above said manner the retention money shall be deducted from the running account bill at the rate of 10% of the gross value of work done by the contractor and claimed in each bill provided the total security deposit i.e. the ISD plus Retention Money shall both together not exceed 5% of the contract value. 50% of the total security deposit shall be refunded to the contractor without any interest on issue of Virtual Completion certificate by the Architect/consultant. The balance 50% of the total security deposit shall be refunded to the contractors without interest within fifteen days after the end of defects liability period provided the contractor has satisfactorily attended to all defects in accordance with the conditions of contract including site clearance.

3.0 Language Errors, Omissions and Discrepancies

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

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

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

iii) Between written description of the item in the specifications and descriptions in bills of quantities of the same item, the latter shall be adopted.

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

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

4.0 Scope of Work

The contractor shall carry out, complete and maintain the said work in every respect strictly in accordance with this contract and with the directions of and to the satisfaction of the SBI LIFE INSURANCE CO. LTD, to be communicated through the architect/consultant. The architect/consultant at the directions of the SBI LIFE INSURANCE CO. LTD, from time to time issue further drawings and/or written instructions, details directions and explanations which are hereafter collectively referred to as Architect's/Consultant's instructions in regard to : the variation or modification of the design, quality or quantity of work or the addition or omission or substitution of any work, any discrepancy in the drawings or between the BOQ and/or drawings and/or specifications, the removal from the site of any material brought thereon by the contractor and the substitution of any other materials thereof, the demolition, removal and/or re-execution of any work executed by him, the dismissal from the work of any person employed/engaged thereupon.

(i) Letter of Acceptance

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

ii)Contract Agreement

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

6.0 Ownership of drawings

All drawings, specifications and copies thereof furnished by the SBI Life Insurance Co. LTD through its architect/ consultants are the properties of the SBI Life Insurance Co LTD. They are not to be used on other work.

7.0 Detailed drawings and instructions

The SBI Life Insurance Co LTD through its architects/consultants shall furnish with reasonable promptness additional instructions by means of drawings or otherwise necessary for the proper execution of the work. All such drawings and instructions shall be consistent with the contract documents, true developments thereof and reasonably inferable there from. The work shall be executed in conformity therewith and the contractor prepare a detailed programme schedule indicating therein the date of start and completion of various activities on receipt of the work order and submit the same to the SBI Life Insurance Co. Ltd through the Architect/Consultant.

Copies of Agreement

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

8.0 Liquidated Damages

If the contractor fails to maintain the required progress in terms of clause 29 of GCC or to complete the work and clear the site including vacating their office on or before the contracted or extended date or completion without justification in support of the cause of delay, he may be called upon without prejudice to any other right of remedy available under the law to the SBI Life Insurance Co LTD on account of such breach to pay a liquidated damages at the rate of 0.5% of the contract value per week subject to a maximum of 10% of the contract value.

9.0 Materials, Appliances and Employees

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

10.0 Permits, Laws and Regulations

Permits and licenses required for the execution of the work shall be obtained by the contractor at his own expenses. The contractor shall give notices and comply with the regulations, laws, and ordinances rules, applicable to the contractor. If the contractor observes any discrepancy between the drawings and specifications, he shall promptly notify the SBI in writing under intimation of the Architect/Consultant. If the contractor performs any act which is against the law, rules and regulations he shall meet all the costs arising there from and shall indemnify the SBI Life Insurance Co LTD any legal actions arising there from.

11.0 Setting out Work

The contractor shall set out the work and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions, and alignment of all parts thereof and get it approved by the architect/consultant before proceeding with the work. If at any time any error in this respect shall appear during the progress of the works, irrespective of the fact that the layout had been approved by the architect/consultant the contractor shall be responsible for the same and shall at his own expenses rectify such error, if so, required to satisfaction of the SBI Life Insurance Co LTD.

12.0 Protection of works and property

The contractor shall continuously maintain adequate protection, of all his work from damage and shall protect the SBI Life Insurance Co LTD properties from injury or loss arising in connection with contract. He shall make good any such damage, injury, loss due to his fault or negligence except which are due to causes beyond his control. He shall take adequate care and steps for protection of the adjacent properties. The contractor shall take all precautions for safety and protection of his employees on the works and shall comply with all applicable provisions of Government and local bodies' safety laws and building

codes to prevent accidents, or injuries to persons or property of about or adjacent to his place of work. The contractor shall take insurance covers as per clause 24.0 at his own cost. The policy may be taken in joint names of the contractors and the SBI and the original policy may be lodged with the SBI Life Insurance Co LTD.

13.0 Inspection of Work

The SBI Life Insurance Co LTD /Architect/Consultant or their representatives shall at all reasonable time have free access to the work site and/or to the workshop, factories or other places where materials are lying or from where they are obtained and the contractor shall give every facility to the SBI Life Insurance Co LTD, Architect/Consultant and their representatives necessary for inspection and examination and test of the materials and workmanship. No person unless authorized by the SBI Life Insurance Co LTD /Architect/Consultant except the representative of Public authorities shall be allowed on the work at any time. The proposed work either during its construction stage or its completion can also be inspected by the Chief Technical Examiner's organization a wing of Central Vigilance Commission.

14.0 Assignment and subletting

The whole of work included in the contract shall be executed by the contractor and he shall not directly entrust and engage or indirectly transfer assign or underlet the contract or any part or share thereof or interest therein without the written consent of the SBI Life Insurance Co LTD through the architect and no undertaken shall relieve the contractor from the responsibility of the contractor from active superintendence of the work during its progress.

15.0 Quality of Materials, Workmanship & Test

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

(ii)Samples

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

(iii)Cost of tests

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

(iv) Cost of test not provided for

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

(a) If so intended by or provided for or (in the cases above mentioned) is not so particularized or through so intended or provided for but ordered by the

Architect/Consultant which is either to be carried out by an independent person at any place other than the site or the place of manufacture or fabrication of the materials tested or any Government/approved laboratory, then the cost of such test

16.0 Obtaining Information related to execution of work

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

17.0 Contractor's superintendence

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

18.0 Quantities

i) The bill of quantities (BOQ) unless or otherwise stated shall be deemed to have been prepared in accordance with the Indian Standard Method of Measurements The rate quoted shall remain valid for variation of quantity against individual item to any extent subject to maximum variation of the contract value by 25%. The entire amount paid under Clause 20 hereof as well as amounts of prime cost and provisional sums, if any, shall be excluded.

ii) Variation exceeding 25%: The items of work executed in relation to variation exceeding 25% shall be paid on the basis of provisions of clause 22(e) hereof.

19.0 Works to be measured

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

20.0 Variations:

No alteration, omission or variation ordered in writing by the Architect/Consultant shall vitiate the contract. In case the SBI/Architect/Consultant thinks proper at any time during the progress of works to make any alteration in, or additions to or omission from the works or any alteration in the kind or quality of the materials to be used therein, the Architect/Consultant shall give notice thereof in writing to the contractor or shall confirm in writing within seven days of giving such oral instructions the contractor shall alter to, add to, or omit from as the case may be in accordance with such notice but the contractor¹⁹

shall not do any work extra to or make any alteration or additions to or omissions from the works or any deviation from any of the provisions of the contract, stipulations, specifications or contract drawings without previous consent in writing of the Architect/Consultant and the value of such extras, alterations, additions or omissions shall in all cases be determined by the Architect/Consultant and the same shall be added to or deducted from the contract value, as the case may be.

21.0 Valuation of Variations

No claim for an extra 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.

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

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

b)The net prices of the original tender shall determine the value of the items omitted, provided if omissions do not vary the conditions under which any remaining items of works are carried out, otherwise the prices for the same shall be valued under sub clause (c) hereunder.

c)Where the extra works are not of similar character and/or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items or works are carried out, then the contractor shall within 7 days of the receipt of the letter of acceptance inform the Architect/Consultant of the rate which he intends to charge for such items of work, duly supported by analysis of the rate or rates claimed and the Architect/Consultant shall fix such rate or prices as in the circumstances in his opinion are reasonable and proper, based on the market rate.

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

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

22.0 Final Measurement

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

23.0 Virtual Completion Certificate (VCC)

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

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

b) Demolish, dismantle and remove the contractor's site office, temporary works, structures including labour sheds/camps and constructions and other items and things whatsoever brought upon or erected at the site or any land allotted to the contractor by the SBI Life Insurance Co LTD and not incorporated in the permanent works.

c) Remove all rubbish, debris etc from the site and the land allotted to the contractor by the SBI and shall clear, level and dress, compact the site as required by the SBI Life Insurance Co LTD.

d) Shall put the SBI Life Insurance Co LTD in undisputed custody and possession of the site and all land allotted by the SBI Life Insurance Co LTD.

e) Shall hand over the work in a peaceful manner to the SBI Life Insurance Co LTD.

f) All defects/imperfections have been attended and rectified as pointed out by the SBI Life Insurance Co LTD to the full satisfaction of SBI Life Insurance Co LTD.

Upon the satisfactory fulfillment by the contractor as stated above, the contractor shall be entitled to apply to the Architect/Consultant for the certificate. If the Architect/Consultant is satisfied of the completion of the work, relative to which the completion certificate has been sought, the Architect/Consultant shall within fourteen (14) days of the receipt of the application for virtual completion certificate, issue a VCC in respect of the work for which the VCC has been applied. This issuance of a VCC shall be without prejudice to the SBI's rights and contractor's liabilities under the contract including the contractor's liability for defects liability period nor shall the issuance of VCC in respect of the works or work at any site be construed as a waiver of any right or claim of the SBI against the contractor in respect of works or work at the site and in respect of which the VCC has been issued.

24.0 Work by other agencies

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

25.0 Insurance of Works

25.1 Without limiting his obligations and responsibilities under the contract the contractor shall insure in the joint names of the SBI Life Insurance Co LTD 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 Life Insurance Co LTD and contractor are covered for the period stipulated in clause 28 of GCC and are 21

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 Life Insurance Co LTD which approval shall not be unreasonably withheld and the contractor shall whenever required produce to the Architect/Consultant the policy of insurance and the receipts for payment of the current premiums.

25.2 Damage to persons and property

The contractor shall, except if and so far as the contract provides otherwise indemnify the SBI Life Insurance Co LTD 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 Life Insurance Co LTD to execute the works or any part thereof, on, over, under, in or through any lands.

c)Injuries or damages to persons or properties which are unavoidable result of the execution or maintenance of the works in accordance with the contract.

d)Injuries or damage to persons or property resulting from any act or neglect of the SBI, their agents, employees or other contractors not being employed by the contractor or in respect of any claims, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto or where the injury or damage was contributed to by the contractor, his servants or agents such part of the compensation as may be just and equitable having regard to the extent of the responsibility of the SBI Life Insurance Co LTD, their employees, or agents or other employees, or agents or other contractors for the damage or injury.

25.3 Contractor to indemnify SBI Life Insurance Co LTD

The contractor shall indemnify the SBI Life Insurance Co LTD against all claims, proceedings, damages, costs, charges and expenses in respect of the matters referred to in the provision sub-clause 26.2 of this clause.

25.4 Contractor's superintendence

The contractor shall fully indemnify and keep indemnified the SBI Life Insurance Co LTD against any action, claim, or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claim made under or action brought against SBI Life Insurance Co LTD in respect of such²²

matters as aforesaid the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expenses to settle any dispute or to conduct any litigation that may arise there from, provided that the contractor shall not be liable to indemnify the SBI if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Architect/Consultant in this behalf.

25.5 Third Party Insurance

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

25.5.2 Minimum Amount of Third Party Insurance

Such insurance shall be affected with an insurer and in terms approved by the SBI Life Insurance Co LTD which approval shall not be reasonably withheld and for at least the amount stated below. The contractor shall, whenever required, produce to the Architect/Consultant the policy or policies of insurance cover and receipts for payment of the current premiums.

25.6 The minimum insurance cover for physical property, injury, and death is Rs.5.0 lacs per occurrence with the number of occurrences limited to four. After each occurrence contractor will pay additional premium necessary to make insurance valid for four occurrences always.

25.7 Accident or Injury to Workmen

25.7.1 The SBI Life Insurance Co LTD shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workmen or other person in the employment of the contractor or any sub-contractor, save and except an accident or injury resulting from any act or default of the SBI Life Insurance Co LTD or their agents, or employees. The contractor shall indemnify and keep indemnified SBI Life Insurance Co LTD against all such damages and compensation, save and except as aforesaid and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

25.7.2 Insurance against accidents etc to workmen

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

25.7.3 Remedy on Contractor's failure to insure

If the contractor fails to effect and keep in force the insurance referred to above or any other insurance which he may be required to effect under the terms of contract, then and in any

such case the SBI LIFE INSURANCE CO LTD may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the SBI LIFE INSURANCE CO LTD as aforesaid and also deduct 15% of contract value from any amount due or which may become due to the contractor, or recover the same as debt from the contractor.

25.7.4 Without prejudice to the other rights of the SBI LIFE INSURANCE CO LTD against contractors, in respect of such default, the SBI LIFE INSURANCE CO. LTD, 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 LIFE INSURANCE CO LTD and which are payable by the contractors under this clause. The contractor shall upon settlement by the insurer of any claim made against the insurer pursuant to a policy taken under this clause, proceed with due diligence to rebuild or repair the works destroyed or damaged. In this event all the monies received from the insurer in respect of such damage shall be paid to the contractor and the contractor shall not be entitled to any further payment in respect of the expenditure incurred for rebuilding or repairing of the materials or goods destroyed or damaged.

26.0 Commencement of Works

The date of commencement of the work will be reckoned as the recorded date of handing over site by the SBI LIFE INSURANCE CO LTD or 15 days from the date of issue of Letter of Acceptance of SBI LIFE INSURANCE CO. LTD, , whichever is later.

27.0 Time for completion

Time is the essence of the contract and shall be strictly observed by the contractor. The entire work shall be completed within a period of **50 days** from the date of commencement. If required in the contract or as directed by the Architect/Consultant, the contractor shall complete certain portions of work before completion of the entire work. However the completion date shall be reckoned as the date by which the whole work is completed as per the terms of the contract.

28.0 Extension of Time

If, in the opinion of the Architect/Consultant, the work be delayed for reasons beyond the control of the contractor, the Architect/Consultant may submit a recommendation to the SBI LIFE INSURANCE CO LTD to grant a fair and reasonable extension of time for completion of work as per the terms of contract. If the contractor needs an extension of time for the completion of work or if the completion of work is likely to be delayed for any reasons beyond the due date of completion as stipulated in the contract, the contractor shall apply to the SBI LIFE INSURANCE CO LTD through the Architect/Consultant in writing at least 30 days before the expiry of the scheduled time and while applying for extension of time he shall furnish the reasons in detail and his justification if any, for the delays. The architect/consultant shall submit their recommendations to the SBI LIFE INSURANCE CO LTD in the prescribed format for granting extension of time. While granting extension of time the contractor shall be informed the period extended time which will qualify for levy of liquidated damages. For the balance period in excess of original stipulated period and duly sanctioned extension of time by the SBI LIFE INSURANCE CO LTD the provision of liquidated damages as stated under clause 8 of GCC shall become applicable. Further contract shall remain in force even for the period beyond the due date of completion irrespective whether the extension is granted or not.

29.0 Rate of progress

Whole of the materials, plant and labour to be provided by the contractor and the mode, manner and speed of execution and maintenance of the works are to be of a kind and conducted in a manner to the satisfaction of the Architect/Consultant. Should the rate of progress of the work or any part thereof be at any time be in the opinion of the Architect/Consultant too slow to ensure the completion of the whole of the work by the prescribed time or extended time for completion the Architect/Consultant shall thereupon take such steps as considered necessary by the Architect/Consultant to expedite progress so as to complete the 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 shall he be entitled to raise any claims arising out of such directions.

30.0 Work during nights and holidays

Subject to any provision to the contrary contained in the contract no permanent work shall save as herein provided be carried on during the night or on holidays without the permission in writing of the Architect/Consultant, save when the work is unavoidable or absolutely necessary for the saving of life or property or for the safety of the work in which case the contractor shall immediately advise the Architect/Consultant. However the provision of the clause shall not be applicable in the case of any work which becomes essential to carry by rotary or double shifts in order to achieve the progress and quality of the part of the works being technically required and continued with the prior approval of the Architect/consultant at no extra cost to the SBI LIFE INSURANCE CO LTD. All work at night after obtaining approval from competent authorities shall be carried out without unreasonable noise and disturbance.

31.0 No compensation for restrictions of work

If at any time after acceptance of the tender SBI LIFE INSURANCE CO LTD shall decide to abandon or reduce the scope of work for any reason whatsoever and hence not require the whole or any part of the work to be carried out, the Architect/Consultant shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the work fully but which he did not derive in consequence of the foreclosure of the whole or part of the work. Provided that the contractor shall be paid the charges on the cartage only of materials actually and bona fide brought to the site of the work by the contractor and rendered surplus as a result of the abandonment, curtailment of the work or any portion thereof and then taken back by the contractor, provided however that the Architect/Consultant shall have in such cases the option of taking over all or any such materials at their purchase price or a local current rate whichever is less. In case of such stores having been issued from SBI LIFE INSURANCE CO LTD stores and returned by the contractor to stores, credit shall be given to him at the rates not exceeding those at which were originally issued to the contractor after taking into consideration and deduction for claims on account of any deterioration or damage while in the custody of the contractor and in this respect the decision of Architect/Consultant shall be final.

32.0 Suspension of work

i) The contractor shall, on receipt of the order in writing of the Architect/Consultant (whose decision shall be final and binding on the contractor) suspend the progress of works or any part thereof for such time and in such manner as Architect/ Consultant may

consider necessary so as not cause any damage or injury to the work already done or endanger the safety thereof for any of following reasons.

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

33.0 Action when the whole security deposit is forfeited

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

- a) To rescind the contract (of which rescission notice in writing to the contractor by the Architect/Consultant shall be conclusive evidence) and in which case the security deposit of the contractor shall be forfeited and be absolutely at the disposal of SBI LIFE INSURANCE CO LTD.
- b) To employ labour paid by the SBI LIFE INSURANCE CO LTD and to supply materials to carry out the work, or any part of the work, debiting the contractor with the cost of the labour and materials (the cost of such labour and materials as worked out by the Architect/Consultant shall be final and conclusive against the contractor) and crediting him with the value of the work done, in all respects in the same manner and at the same manner and at the same rates as if it had been carried out by the contractor under the terms of this contract the certificate of Architect/Consultant as to the value of work done shall be final and conclusive against the contractor.
- c) To measure up the work of the contractor, and to take such part thereof as shall be unexecuted, out of his hands, and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him (of the amount of which excess the certificates in writing of the Architects/Consultant shall be final and conclusive) shall be borne by original contractor and may be deducted from any money due to him by SBI LIFE INSURANCE CO LTD under the contract or otherwise, or from his security deposit or the proceeds of sale thereof, or sufficient part thereof. In the event of any of above courses being adopted by the SBI LIFE INSURANCE CO LTD the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any material or entered into any engagements or make any advances on account of, or with a view to the execution of the work or the performance of the contract and in case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or to be paid any sum or any work thereto for actually performed under this contract, unless, and until the Architect/Consultant will26

have certified in writing the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

34.0 Owner's Right to Terminate the Contract

If the contractor being an individual or a firm commit any 'Act of Insolvency' or shall be adjusted an insolvent or being an incorporated company shall have an order for compulsory winding up voluntarily or subject to the supervision of Government and of the Official Assignee of the liquidator in such acts of insolvency or winding up shall be unable within seven days after notice to him to do so, to show to the reasonable satisfaction of the Architect/Consultant that he is able to carry out and 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 LIFE INSURANCE CO LTD 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 LIFE INSURANCE CO LTD through the Architect/Consultant written notice to proceed, or

c) Has failed to proceed with the works with such diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or has failed to remove the materials from the site or to pull down and replace work within seven days after written notice from the SBI LIFE INSURANCE CO LTD through the Architect/Consultant that the said materials were condemned and rejected by the Architect/Consultant under these conditions; or has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this contract to be observed and performed by the contractor for seven days after written notice shall have been given to the contractor to observe or perform the same or has to the detriment of good workmanship or in defiance of the SBI LIFE INSURANCE CO LTD's or Architect's/Consultant's instructions to the contrary subject any part of the contract. Then and in any of said cases the SBI LIFE INSURANCE CO LTD and or the Architect/Consultant, may not withstanding any previous waiver, after giving seven days notice in writing to the contractor, determine the contract, but without thereby affecting the powers of the SBI LIFE INSURANCE CO LTD or the Architect/Consultant or the obligation and liabilities of the contractor the whole of which shall continue in force as fully as if the contract had not been so determined and as if the works subsequently had been executed by or on behalf of the contractor. And, further the SBI LIFE INSURANCE CO LTD through the Architect/Consultant, their agents or employees may enter upon and take possession of the work and all plants, tools, scaffoldings, materials, sheds, machineries lying upon the premises or on the adjoining lands or roads, use the same by means of their own employees or workmen in carrying on and completing the work or by engaging any other contractors or persons to complete the work and the contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractor or other persons employed for completing and finishing or using the materials and plant for the works. When the works shall be completed or as soon thereafter as convenient the SBI LIFE INSURANCE CO LTD 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 LIFE INSURANCE CO LTD sell the same by public auction after due publication and shall adjust the amount realized by such auction. The contractor shall have no right to question any of the act of the SBI LIFE INSURANCE CO LTD incidental to the sale of the materials etc.

35.0 Certificate of Payment

The contractor shall be entitled under the certificates to be issued by the Architect/Consultant to the contractor within 10 working days from the date of certificate to the payment from SBI LIFE INSURANCE CO LTD from time to time. The SBI LIFE INSURANCE CO LTD shall recover the statutory recoveries and other dues including the retention amount from the certificate of payment.

Provided always that the issue of any certificate by the Architect/Consultant during the progress of works or completion shall not have effect as certificate of satisfaction or relieve the contractor from his liability under clause. The Architect/Consultant shall have power to withhold the certificate if the work or any part thereof is not carried out to their satisfaction.

The Architect/Consultant may by any certificate make any corrections required in previous certificate. The SBI LIFE INSURANCE CO LTD shall modify the certificate of payment as issued by the Architect/Consultant from time to time while making the payment. The contractor shall submit interim bills only after taking actual measurements and properly recorded in the Measurement book (M.B). The contractor shall not submit interim bills when the approximate value of work done by him is less than Rs and the minimum interval between two such bills shall be one month. The final bill may be submitted by contractor within a period of one month from the date of virtual completion and Architect/Consultant shall issue the certificate of payment within a period of two months. The SBI LIFE INSURANCE CO LTD shall pay the amount within a period of three months from the date of issue of certificate provided there is no dispute in respect of rates and quantities. The contractor shall submit the interim bills in the prescribed format with all details.

36.0 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 of materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the work or the execution or failure to execute the same, whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter :

i) If the contractor considers that he is entitled to any extra payment or compensation in respect of the works over and above the amounts admitted as payable by the Architect or in case the contractor wants to dispute the validity of any deductions or recoveries made or proposed to be made from the contract or raise any dispute, the Contractor shall forthwith give notice in writing of his claim, or dispute to the REGIONAL DIRECTOR ,BHOPAL SBI LIFE INSURANCE CO. LTD, and endorse a copy of the same to the Architect and VP – Admin , SBI Life Insurance Co. Ltd., HO, Mumbai, within 30 days from the date of disallowance thereof or the date of deduction or recovery. The said notice shall give full28

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 SBI LIFE INSURANCE CO. LTD, be in any way liable in respect of any claim by the contractor unless notice of such claim shall have been given by the contractor to the REGIONAL DIRECTOR, BHOPAL SBI LIFE INSURANCE CO. LTD, 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 REGIONAL DIRECTOR, BHOPAL SBI LIFE INSURANCE CO. LTD in writing in the manner and within the time aforesaid.

37.0 Water supply

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

37.1 The Contractor shall construct temporary well/tube well in SBI LIFE INSURANCE CO LTD land for taking water for construction purposes only after obtaining permission in writing from the SBI LIFE INSURANCE CO LTD. The contractor has to make his own arrangements for drawing and distributing the water at his own cost. He has to make necessary arrangements. To avoid any accidents or damages caused due to construction and subsequent maintenance of the wells. He has to obtain necessary approvals from 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 LIFE INSURANCE CO LTD without any compensation as directed by the Architect/Consultant.

38.0 Power supply

The contractor shall make his own arrangements for power and supply/distribution system for driving plant or machinery for the work and for lighting purpose at his own cost. The cost of running and maintenance of the plants are to be included in his tender prices. He shall pay all fees and charges required 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.

39.0 Treasure Trove etc.

Any treasure trove, coin or object antique which may be found on the site shall be the property of SBI LIFE INSURANCE CO LTD and shall be handed over to the SBI LIFE INSURANCE CO. LTD, Immediately.

40.0 Method of Measurement

Unless otherwise mentioned in the schedule of quantities or in mode of measurement, the measurement will be on the net quantities or work produced in accordance with up to date. Rules laid down by the Bureau of Indian Standards. In the event any dispute/disagreement the decision of the Architect/Consultant shall be final and binding on the contractor.

41.0 Maintenance of Registers

The contractor shall maintain the following registers as per the enclosed format at site of work and should produce the same for inspection of SBI LIFE INSURANCE CO₂₉

LTD/Architect/Consultant whenever desired by them. The contractor shall also maintain the records/registers as required by the local authorities/Government from time to time.

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

Clause 42.0:

Price Variation (Applicable only for completion period beyond 12 months)

Price Variation Adjustment for all materials including labour in partial modification of the provision made elsewhere in this contract regarding the quoted rate being not subject to any variations price adjustments to the value of work payable to the contractor at tendered rates shall be paid towards variation in the prices of materials and labour in the manner specified hereunder. If after the written order to commence the work and during the operating period of this contract including any authorized extensions of the original stipulated period of completion.

(a) In partial modification of the stipulation that the rates quoted shall be firm and shall not be subject to any exchange variations, labour conditions, fluctuations in railway freight and any conditions whatsoever under the clause any increase or decrease in prices of materials and labour rates shall be adjusted on the basis of formula given below :

i) MATERIALS : $V_m = 70 [0.85 V - (C+S+X)] \times (WI-WIO)$

100 WIO

Where :

V_m = Variation in material cost i.e. increase or decrease in the amount in rupees to be paid or recovered.

V = Value of work done excluding advances on materials, if any during the period under reckoning.

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C = Cost of grey cement if supplied by the SBI LIFE INSURANCE CO. LTD, for the work.

S = Cost of Steel / if supplied by the SBI LIFE INSURANCE CO. LTD, to use in the work.

X = Cost of any other material supplied at fixed basic rate.

WI = Average All India Wholesale Price index for all commodities for the period under reckoning as published in the RBI Bulletin in case the tender is opened on or before 10th day of a month, on Index, of previous month shall be considered.

WIO = A India Wholesale Price Index for all Commodities during the month of opening of the tender, as published in the RBI Bulletin

ii) LABOUR : $V_L = 30 \times [0.85 V - (C+S)] \times (I - IO)$

100 IO

V_L = Variation in labour cost i.e. increase or decrease in the amount in rupees to be paid or recovered.

$V, C \& S$ = As stated under (i) above

I = Average All India Consumer Price Index Number for Industrial Workers declared by Labour Bureau, Government of India as published in R.B.I. Bulletin, during the period under reckoning.

IO = All India Consumer Price Index Number for Industrial Workers declared by labour Bureau, Government of India as published in RBI, Bulletin during the months of opening of the tender. In case the tenders are opened on or before 10th day of a month the Index for last month shall be considered.

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1. Adjustments based on the above formula will be made for each bill as and when the indices are published. The contractors shall submit the bill for price adjustment with detail calculations.
 2. The downward adjustment on account of labour element will be made only if the minimum wages also register corresponding fall compared to the minimum wages prevailing in the month of opening of the tenders.
 3. The price adjustment clause shall be applicable only for the work executed during the contract period including authorized extension, if any. In case the work is not completed within the contract period including authorized extension and the provision of liquidated damages as to be enforced, this adjustment clause will not be applicable for work done during that period. It is also clarified that price adjustment clause will not be applicable to any extra variation items, the rates of which are based on prevailing market rate.
 4. In view of the price adjustment in cost being covered as above, no other adjustments viz. increase or decrease due to statutory measures/ levies, etc., will be allowed for any reason whatsoever.
 5. In case the bill is submitted to the Architect prior to 15th of a particular month, index for that month will not be reckoned for calculating the average indices for arriving at the adjustment. If however, the bill is submitted on or after 15th, the Index for that particular month shall be taken into consideration.
 6. Immediately on award of contract, the contractor shall register with the appropriate authority obtain Sales Tax Registration No. and produce the details thereof to the SBI LIFE INSURANCE CO. LTD, within 30 days of the award of the work and in no case later than the submission of his first running bill.
 7. The SBI LIFE INSURANCE CO. LTD, reserves the right to deduct Sales Tax on works contract applicable and to be levied under relevant Act, from the bills and amount due to them from SBI LIFE INSURANCE CO. LTD, and remit the same directly to the Government in case they are not submitting the proof/ evidence of having paid the Sales Tax on work executed under this contract.

43.0 Force Majeure

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

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

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

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

44.0 Local Laws, Acts, Regulations

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

- i) Minimum Wages Act, 1948 (Amended)
- ii) Payment of Wages Act 1936 (Amended)
- iii) Workmen's Compensation Act 1923 (Amended)
- iv) Contract Labour Regulation and Abolition Act 1970 and Central Rules 1971 (Amended)
- v) Apprentice Act 1961 (Amended)
- vi) Industrial Employment (Standing Order) Act 1946 (Amended)
- vii) Personal Injuries (Compensation Insurance) Act 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.

45.0 SAFETY CODE:

Safety as per annexure 4.32 should be followed.

46.0 Accidents

The contractor shall immediately on occurrence of any accident at or about the site or in connection with the execution of the work report such accident to the Architect/Consultant.

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

47.0 SBI LIFE INSURANCE CO. LTD, 'S BUILDING PROJECTS - MAINTENANCE OF RECORDS

A. Registers at the site office of the SBI LIFE INSURANCE CO. LTD's Engineer:

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

SECTION-VI: TECHNICAL SPECIFICATIONS

6.1 MATERIALS

- 6.1.1 Materials shall be of approved quality. A list of materials of Approved Brand and manufacturer is indicated in the list of materials of Approved Brand and/or Manufacture. The list is given to ensure the standard of quality and performance.
- 6.1.2 Contractors shall obtain approval of representative of the SBI LIFE INSURANCE CO. LTD, /Architect/Consultant on sample of all materials before placing order and the approved sample shall be carefully preserved in an appropriate manner at the site office for verification by the representative of the SBI LIFE INSURANCE CO. LTD, /Architect/Consultant.
- 6.1.3 For standard bought out items, the sizes manufactured by the firm listed shall prevail in case of discrepancy with the sizes mentioned in the schedule without any financial adjustment.
- 6.1.4 Materials shall be tested at site/any approved Testing Laboratory. The Laboratory Test Certificate in original shall be submitted to the representative of the SBI LIFE INSURANCE CO. LTD, /Architect/Consultant. Test results are also to be recorded at site registers appropriately.
- 6.1.5 Wherever work as per manufacturer's specification is indicated, it will be obligatory on the part of the Contractor to submit manufacturer's specification to the Architect/Consultant/SBI LIFE INSURANCE CO. LTD, . The quoted rates shall be deemed to include for the complete work specified by the manufacturer even

though not specifically mentioned in the schedule of items. Moreover the quoted rates shall be deemed to include for the complete work specified by the manufacturer even though not specifically mentioned in the schedule of items.

- 6.1.6 It shall be obligatory for the contractor to furnish certificates, if demanded by the representative of the SBI LIFE INSURANCE CO. LTD, / Architect/Consultant, from manufacturer or the material supplier stating that the work has been carried out by using their material.
- 6.1.7 All materials supplied by the representative of the SBI LIFE INSURANCE CO. LTD, / Architect/Consultant /any other specialist firm shall be properly stored and the Contractor shall be responsible for its safe custody until they are required on the works and till the completion of work.
- 6.1.8 All equipments and facilities for carrying out field tests on materials shall be provided by the Contractor without any extra cost.
- 6.1.9 Unless otherwise shown on the Drawings or mentioned in the “Schedule of Quantities” or anyway in the contract, the quality of materials, workmanship, dimensions etc. is annexed

6.2 TECHNICAL SPECIFICATIONS FOR INTERIOR FURNISHING WORKS WITH ASSOCIATED CIVIL AND OTHER MISCELLANEOUS WORKS

Note: Product with ISI stamp shall have to be provided where available, in case of non-availability of such stamping for a particular product Architect’s/Consultant’s/SBI LIFE INSURANCE CO. LTD, ’s decision as per list of material or otherwise shall be final and binding.

6.2.1 Wood Work

6.2.1.1 Teak Wood

Teak wood shall be of the bet quality available in India. It should be well seasoned and free from sap, knots, warps, cracks and other defects. All woodwork shall be placed neatly and truly finished to the exact dimension. All joints shall be neat and strong, truly and accurately fitted and glued before being fitted together.

6.2.1.2 Veneers and Plywood

The veneers and the ply wood shall conform to the IS: 851 and IS:303 respectively. It shall be resin bonded suitable for intended use. The contractor shall submit approved samples at the Architect’s/Consultant’s site office.

6.2.1.3 Phenol bonded Ply Wood

Commercial plywood, decorative plywood conforms to IS: 303/1975 bonded with phenol formaldehyde synthetic resin of B.W.R type as specified in IS: 846/1974 of approved make should be used.

6.1.2.4 *Phenol Bonded Block Board*

Commercial block board conforming to IS:1659/1979 bonded with phenol formaldehyde synthetic resin of IS:840/1974 of approved make should be used.

6.1.2.5 *Phenol Bonded Teak Particle Board*

Commercial Particleboard conforming to IS 3097 – 1980 exterior grade, bonded with BWP type phenol formaldehyde synthetic resin. All edges of the particleboard to be painted with one coat of chlorinated paint of approved shade, make and quality. The particleboard should be of approved make.

6.1.2.6 *Phenol Bonded Pre laminated Particle Board*

Pre laminated particle board should be 3 layered melamine faced conforming to IS: 12823 of latest edition also conforms to DIN: 68765 NEMA LD-3. Market leaders in pre laminated boards over a decade, BIS Licenses of ES-3087 for plain particle boards since 1980. All edges of the board to be painted with one coat of chlorinated paint of approved shade and quality. The pre laminated particleboard should be of approved make with ISI mark.

6.1.2.7 *Decorative Laminates*

Laminate sheets shall be 1 mm or 1.5mm (as per design requirements or as specified in the respective items) thick with +0.3 mm tolerance and obtained from approved manufacturers and samples should have approval of the Architect/Consultant/ SBI LIFE INSURANCE CO. LTD, .

6.1.2.8 *Wooden Flush Door Shutters*

(Solid Core Type): Solid core flush door shutters shall be commercial or teak veneered type as specified in the item of approved manufacturer registered with ISI and shutter shall bear ISI mark. An approved sample shall be deposited in the office of the Architect/Consultant/SBI LIFE INSURANCE CO. LTD, at site for reference. The shutter will be provided with lipping. Finished thickness of the shutter shall be as mentioned in the item. Shutters should be not pressed and phenol formaldehyde should be used as glue.

6.1.2.9 *Hardware Fittings*

All hardware fittings for doors shall be oxidized iron, brass, and anodized aluminum as specified in the schedule of quantities. These hardware fittings shall

be obtained from approved manufacturers and shall bear ISI mark wherever available. The samples for the fittings shall be submitted to the Architect/Consultant/SBI LIFE INSURANCE CO. LTD, for their approval. Hardware fittings for door shutters shall be paid in door shutters item or separately as given in schedule of quantities. No separate payment shall be made for hardware fittings if not mentioned otherwise in the schedule of quantities. The rate for hardware fittings shall include for supplying, fitting and fixing the fittings with necessary cadmium plated screws, washers bolts, nuts etc. as required. All locks shall be provided with keys in duplicate and rate shall include for the same. Approved samples of hardware fittings shall be deposited with the Architect/Consultant/SBI LIFE INSURANCE CO. LTD, for reference.

6.1.3 Workmanship

The workmanship shall be first class and to the approval of the Architect/Consultant/SBI LIFE INSURANCE CO. LTD, . Scantlings and board shall be accurately sawn and shall be of required width and thickness. All carpenter's work shall be wrought except where otherwise described. The workmanship and joinery shall be accurately set out in strict conformity according to the drawings and shall be framed together and securely fixed in approved manner and with properly toned, shouldered, wedged, pinned, braced etc. and properly glued with approved quality glue to the satisfaction of the Architect/Consultant/SBI LIFE INSURANCE CO. LTD, .

6.1.3.1 Screws:

Unless otherwise specified, all screws to be used in woodwork and joinery shall be cadmium plated and of approved quality. The size (diameter and length) should conform to those specified in hardware schedule.

6.1.3.2 Tolerance:

1.5 mm (1/16") will be allowed for each wrought face of sizes specified except where described as finished in which case they shall hold to the full dimensions.

6.1.3.3 Protection:

All edges of timber etc. shall be protected from being damaged during construction by providing rough timber casing securely fixed and other adequate protective measures. If it is decided by the Owner to provide anti-termite treatment the Contractor shall co-ordinate his work suitably as directed by the Architect/Consultant/SBI LIFE INSURANCE CO. LTD, . Door/Window frames shall have cut rebate. Planted rebates shall not be permitted.

Where door frames are fixed flush with plaster to wall, teak wood cover mould as per drawings shall be provided all-round and shall be painted or polish finished to match with finished shutters. This will be paid as a separate item as described in Schedule of Quantities.

6.1.4 Rates To Include

Apart from other factors mentioned elsewhere in this contract the rate for item of wood work and joinery shall include for the following: -

6.1.4.1 Items of Scantling:

All labour, materials and equipments for fixing framework as per drawing excluding the cost of holdfasts, Rawl Plugs, or other fasteners etc

6.1.4.2 Items of Shutters:

6.1.4.2.1 All labour, materials, hardware fittings and equipments for carrying out the work as per drawing.

6.1.4.2.2 Labour for fixing the shutters in position (excluding the cost of fittings) as per drawing.

6.1.5 Mode of Measurement

6.1.5.1 All measurements shall be as per relevant section of I.S. 1200 of latest edition

6.1.5.2 Scantling shall be measured in cum. The sectional Arera shall be the Arera of the least square or rectangles from which the scantling may be cut. The length shall be actual length of timber required for the purposes including the extra portion required for joining.

6.1.5.3 Shuttering shall be measured in square meter for closed-door shutters Arera i.e. rebate without extra measurement for rebates and/or splayed meeting styles of door.

6.1.6 Plastic Emulsion Paint

6.1.6.1 Material:

The emulsion paint and primers in general shall be of approved quality, colour and shade of approved manufacturers.

6.1.6.2 Scaffolding:

This shall be double or single as required and directed. If ladders are used, pieces of gunny bags or cloth bags shall be tied on their taps to avoid damage or scratches to the plastered surfaces etc. Proper stage scaffolding shall be erected when painting the ceiling.

6.1.6.3 Preparation of the Surface:

The surface to be painted shall be cleaned and all cracks, holes and surface defects shall be repaired with plaster of paris for spot filling, and with filler prepared with whiting, water and a little quantity paint for filling and leveling the wider Areras.

6.1.6.4 *Priming Coat:*

The priming coat of the cement primer of approved quality, make and shall be applied over the completely dry surface in the manner as recommended by the paint manufacturers.

6.1.6.5 *Application of Emulsion Paint:*

The recommendation of the approved manufacturer, whose product is used, shall be followed regarding the preparation of the surface and the application of the priming and finishing coat. The Contractor shall arrange for technical assistance and supervision from the paint manufacturer, during the execution of the painting work. After the priming coat has been applied and perfectly dried all holes, scratches, if any, shall be repaired as mentioned in preparation of surface and then the second coat of approved shade and manufacturer shall be evenly applied and allowed to dry. The third coat shall be carefully applied to achieve smooth and even surface after the previous coat has dried up. Minimum 3 coats of paint shall be applied inclusive of primer coat. If a proper and even surface is not obtained to the satisfaction of the Architect/Consultant/SBI LIFE INSURANCE CO. LTD, in 3 coats the Contractor shall carry out additional coats of painting to approval, at contractor's expenses. Care shall be taken that dust or other foreign materials do not settle or disfigure the various coats.

6.1.6.6 *Rates to include:*

Apart from other factors mentioned elsewhere in this contract the rates for the item of plastic emulsion paint shall include for the following: - All labour, materials and equipments necessary to carry out the work. Supplying the approved emulsion paint for primer and finishing coats. Preparing the surface for receiving the primer and finishing coats. Scaffolding including its erections and dismantling. Application of one primer coat and minimum two coats of finishing. If a proper and even surface is not obtained to the satisfaction of the Architect/Consultant/SBI LIFE INSURANCE CO. LTD, in 3 coats mentioned above the Contractor shall carry out additional coats of painting to approval at contractor's expense. Protection to painted surface till dried and handed over. Expense, if any, for supervision and technical assistance supplied by the approved paint manufacturer

6.1.6.7 *Mode of Measurement:*

The measurement shall be in square meter. The mode of measurement shall be as per relevant section of I.S. 1200 latest revision.

6.1.7 Painting and Polishing:

Painting:

6.1.7.1 Material:

Ready mixed oil paints and primer in general shall be of approved quality, colour and of approved manufacturer. These materials shall be in sealed container and shall be opened in the presence of the Architect/Consultant/SBI LIFE INSURANCE CO. LTD, at sit.

6.1.7.2 Preparation of Surface Iron and Steel Works:

Surface to be painted shall be thoroughly cleaned, sand papered and/or rubbed with emery cloth. If necessary, to remove grease, mortar or any other foreign materials. In case of rusted surface, it shall be first cleaned with wire brushes till the corroded rust is removed. The prepared surface shall be shiny and free from brush marks, patches, blisters and other irregularities. The surface thus finished shall be got approved for painting.

i) Wood Work:

All surface to be painted shall be thoroughly cleaned, sand papered and removed of all foreign materials. In case of surfaces having knot and nail holes, this shall be filled with knotting and stopping materials. The knotting materials shall consist of pure shellac dissolved in methylated spirit. Stopping materials shall consist of putty. The surface thus treated shall be allowed to dry and then papered smooth.

ii) Application:

After preparing the surface, a primer coat shall be applied. The primer coat shall be ready mix of approved make and manufacturer. After the primer coat is applied and perfectly dried, all holes, cracks, etc. which shall remain, shall be filled in with putty and the surface sand papered smooth. Then a second coat of paint of approved shade and manufacturers shall be evenly applied and allowed to dry. The third coat shall be carefully applied to achieve smooth and even surface after the previous coat has dried up. Minimum 3 coats of paint shall be applied inclusive of a primer coat. If a proper and even surface is not obtained to the satisfaction of the Architect/Consultant/SBI LIFE INSURANCE CO. LTD, in 3 coats, contractor shall carry out additional coats of painting to approval at contractor's expenses. Care shall be taken that dust or other foreign materials do not settle or otherwise disfigure the various coats.

iii) Rates to include:

Apart from other factors mentioned elsewhere in this contract, the rate for the item of painting shall include for the following: -

-
- All labour, materials equipment necessary to carry out the work.
 - Supplying the approved paint for priming and finishing coats.
 - Preparing the surface including knotting and stopping for receiving the priming and finishing coats.
 - Scaffolding including its erection and dismantling.
 - Application of at least one primer coat and two coats of finishing for woodwork and at least two finishing coats for steel work unless otherwise specified. If a proper and even surface is not obtained to the satisfaction of the Architect/Consultant/SBI LIFE INSURANCE CO. LTD, contractor shall carry out additional coat of painting to approval at contractor's expense.
 - Protection to painted surface till dried and handed over.
 - Mode of Measurement: Painting to woodwork and steel shall be measured
 - Separately as per I.S 1200 (Part XV) of latest edition.

French Polishing:

French Polish to be used shall comply with I.S 348 of latest edition in the requirements of quality. Before French polish is applied, the surface of woodwork shall be prepared in the same manner as for painting. The wood to be polished should be first painted with filler composed of one part whiting mixed 0.53 part of methylated spirit. After drying, it should be finely sand papered. On the work thus treated, a thin coat of French polish shall be applied and allowed to dry. After drying, the surface shall be lightly rubbed with a fine sand paper prior to the second and third coats. The surface shall show an even polished surface and be approved by the Architect/Consultant/SBI LIFE INSURANCE CO. LTD, .Rates to include: Similar to that of painting.Mode of measurement: Similar to that of painting.

iv) Melamine Coating

The materials shall be of approved brand for wood finish. The application has to be made using sprayer and as per manufacturer's specification. The surface to be used shall be sand papered using Emery Paper No. 180 or any suitable grade along the grains. After brushing the surface free of loose dust wood filler shall be applied. Excess filler shall be removed immediately. Allow a gap of 1 hr if second coat is required. On drying of the filler, after, after 8 hrs the surface is to be sand papered again with Emery paper No. 180/220 and the surface is brushed free of loose dust. Sealer coat as per manufacturer's specification is then applied in two coats & then sand papered with Emery paper No. 240 & finally with Emery

paper No. 400 & cleaned thoroughly. Final finish coat is then applied on the finished surface after mixing the base and harder in a container and allowing the mix to stand for 30 minutes and then applied. Rates to include; Similar to that of painting including cost for applying by spray machine.

v) N.C. Lacquer

N.C. Lacquer should be of approved brand & quality; approval of the Architect/Consultant is obligatory. Before application of N.C. lacquer, the surface is to be polished using white lac only. The surface should be polished as per desired shade. Fillers used during polishing be N.C. putty only. N.C. lacquer shall be applied uniformly by spraying machines using 1:1 (N.C. lacquer to N.C. thinner) on dust free surface and shall be allowed to dry for minimum 12 hours in fair weather condition. The drying time may have to be increased in moist atmosphere condition. After drying, the lacquered surface should be rubbed with muslin cloth. No other treatment on the lacquered surface should be made once it is completed.

Rates to include: Similar to that of painting.

Mode of measurement: Similar to that of painting.

g) Glass

Glass used shall be clean and/or tinted or toughened as mentioned in the Schedule of Quantities and of the best quality approved by the Architect/Consultant/SBI LIFE INSURANCE CO. LTD, without any scratches, bubbles, specks, waviness, undulations or any other defects, unless otherwise specified all glass shall be as shown on the drawings. The glass used shall be toughened glass with beveled edges etchings etc. as per requirement and indicated in the drawings and BOQ and is to be got approved by the Architect/Consultant/SBI LIFE INSURANCE CO. LTD, . Glass shall be well protected from any damage during transportation, storage and progress of work. Any glass which in the opinion of the Architect/Consultant/SBI LIFE INSURANCE CO. LTD, is not suitable for work shall be rejected and the contractor shall replace the glass with an approved one.

h) Loose Furniture

The Contractor shall make one sample of each furniture item as per drawing and specification provided by the Architect/Consultant for the final approval of the Architect/Consultant/SBI LIFE INSURANCE CO. LTD, . The bulk production can be taken in hand as soon as the sample is approved and finalized. No extra charges shall be payable for any alteration/modification done in the sample furniture item and also for rejected samples. All upholstery work is to be done in the best workmanship manner to the entire

satisfaction of the Architect/Consultant/SBI LIFE INSURANCE CO. LTD, . The decision taken by the Architect/Consultant for the approval of the sample shall be final and binding on the contractor. Brass or aluminum cushion vents to be installed at the back seat or underside of seat cushion as per direction of the Architect/Consultant/SBI LIFE INSURANCE CO. LTD, and contractor's quoted rates should include the same.

i) Chairs

All cantilevered chairs have slightly reinforced tubular structure to resist static and impact loads inflicted on the same in day-to-day use. The tubular framework is to be made strong and resilient to ensure that the same does not lose its shape after prolonged use as it often happens in case of cheaper chairs of other make. The above is to be achieved by using 25mm steel tubing of 1.6mm thickness. Additional tubes of slightly lower diameter and the same thickness are used as inserts for providing reinforcement of all 4 bends of the chair. The total length of additional reinforcement tubing is 1.25mm. Wooden seats, backs, armrests, plastic canes and cushions.

j) Carpet

Supply and laying of different quality as per BOQ and drawing i.e. woolen/synthetic/acrylic type, designed or plain carpet fixing to floor as per location and type as directed in the drawing and specification of Bill of Quantities with manufacturer's specification complete with necessary work. Prior to fixing, sample and manufacture shall be approved by the Architect/Consultant/SBI LIFE INSURANCE CO. LTD, . The fixing should be made as per manufacturer's specification. Rate should be inclusive of labour, materials inclusive of backing cushion materials, unless otherwise separately included in BOQ, end stitching and all other associated works as per direction, complete in all respect. Payment should be made as per actual floor Area. No payment shall be made against any sorts of wastage.

k) False Ceiling

G.R.G. Ceiling

i) Composition

The GRG range of ceiling tiles are manufactured from glass reinforced gypsum and comprise non-combustible gypsum casting plaster reinforced with a glass fiber membrane resulting in a light weight, strong and prestressed panel.

ii) Surface Finish

The plaster should have a silky smooth textured moulded finish.

iii) Dimensions

All designer tiles are to be designed for installation on a standard 600x600 mm moulded 24mm table exposed metal grid and are precision made to within plus or minus 0.25 mm.

iv) Fire performance

Non-combustibility: GRG tiles are rated non-combustible as defined in BS 476:Part-4: 1970. Surface spread of Flame: GRG tiles are rated Class-1 for surface spread of flame to BS 476-7:1987.

- Fire propagation: Test results to BS 476:Part 6:1989 indicate a Class-0 surface.
- Smoke and toxic fume emission: The tiles are zero rated for smoke emission. No toxic fumes are given off.

v) Humidity Resistance

The tiles have excellent moisture resistance and can be used in Areras of high humidity including covered external Areras, kitchens and bathrooms. Tested in an atmosphere of 95% R.H. at 21 degree C for 14 days, the tiles did not sag or distort and showed only a minimal increase in weight. Unlike most other ceiling materials, this important attribute can often be used to speed up the building program by installing the ceiling before the building is fully weather tight.

vi) Biological

GRG tiles will not support the growth of bacteria or other microorganisms. Lifespan Under normal conditions GRG tiles will not deteriorate and can be expected to last the lifetime of the building.

vii) Suspension

Suspension system is standard 24 mm table exposed metal grid. GRG exposed metal grid systems are designed for maximum strength. The grid features main runners and cross tees roll-formed from galvanized steel to RS 2989 7-18 zinc coating. Min. tensile strength 270 Mpa. Grid systems are designed to satisfy ASTM C635 loading and deflection criteria. The main and cross runners are provided with bayonet couplings for quick installation. The runners are pre-slotted to construction variety of layouts. Main and cross runners are provided with a coil coated steel capping on the exposed table in off-white colour. Capping in other colours is available on request.

Grid system features main and cross tees 38mm high. The grid is suspended from the roof with G1 wire roads or quick adjustment suspension hangers at maximum 1200 mm along the main runners.

GRG tiles are designed for lay-in mounting from below into standard grid.

Tiles grid suspension systems are made in association with Chicago Metallic. Belgium.

viii) **Site Work** (*Transport, Handling and Storage*)

GRG tiles are supplied packed in cardboard carton. Cartons should be transported and stacked in the vertical position only, never flat. The stack should be a maximum of three cartons high. Similarly, tiles should be stacked vertically when waiting fixing.

ix) **Installation**

Main tees normally are fixed at 1200 mm centers with hangers every 1200 mm along the length of the tee. The tees would be in filled with 1200 mm and 600 mm cross tees. The grid manufacturer's recommendations should be followed at all times. Hangers to be fixed to roof by expansion fasteners. Light fittings, grills diffusers and cutouts etc. have to be provided with additional members of frame works as per direction of the Architect/Consultant/SBI LIFE INSURANCE CO. LTD, .

x) **Mode of Measurements**

The measurement shall be square meters for the finished exposed Arera. Rate to include: Apart from other factors mentioned elsewhere in this contract, the rates for items of false ceiling shall include for the following: All labour, materials, equipments, scaffolding, hardware fittings etc. for carrying out the work as per drawing.

3) STANDARD SPECIFICATIONS

Unless otherwise specified elsewhere in this contract, all work under this contract shall be carried out in accordance with the technical specification and the latest issue of the Indian Standard Specification applicable to the particular class of work. If Indian Standards are not formulated for any particular material or work, the relevant British Standard Specification shall apply. Relevant issue of I.S. specifications applicable to the particular work have been described along with the specification for the respective works. In case of any confusion or dispute regarding the meaning and interpretation of any specification for the respective works, the decision of the Architect/Consultant/SBI LIFE INSURANCE CO. LTD, shall be final and binding on the contractor.

a) Marble Stone Flooring:

i) **Marble:** Shall be hard, sound, dense and homogeneous in texture with crystalline structure. It shall be uniform in colour and free from stains, crack, decay and weathering.

ii) **Dressing of Slabs:**

Every stone shall be cut to the required size and shape, fine chisel dressed on all sides to the full depth so that a straight edge laid along the side of the stone shall be fully in contact with it. The top surface shall also be fine chisel dressed to remove all waviness. The sides and top surface of slabs shall be machine rubbed or table rubbed with coarse sand before paving. All

angles and edges of the marble slabs shall be true, square and free from chipping and surface shall be true and plane. The thickness of the slabs shall be 20-30 or 40 mm as specified in the description of the item. Tolerance of ± 2 mm shall be allowed for the thickness. In respect of length and breadth of slabs a tolerance of ± 5 mm shall be allowed.

iii) Laying:

Sub-grade concrete or R.C.C. slab on which the slabs are to be laid shall be cleaned, wetted and mopped. The bedding for the slab shall be with cement mortar 1:4 (1 cement: 4 coarse sand) or as given in the description of the item. The average thickness of the bedding mortar under the slab shall be 20 mm and the thickness at any place under the slab no less than 12mm. The slab shall be laid in the following manner: - Mortar of the specified mix shall be spread under the Area of each slab, roughly to the average thickness specified in the item. The slab shall be washed clean before laying. It shall be laid on top, pressed, tapped with wooden mallet and brought to level with the adjoining slabs. It shall be fitted and laid aside. The top surface of the mortar then shall be corrected by adding fresh mortar at hollows. The mortar is allowed to harden a bit and cement slurry of honey like consistency shall be spread over the same at the rate of 4.4 kg. Of cement per sqm. The edges of the slab already paved shall be buttered with gray or white cement with or without admixture of pigment to match the shade of the marble slab as given in the description of the item. The slab to be paved shall then be lowered gently back in position and tapped with wooden mallet till it is properly bedded in level with and close to the adjoining slab with as fine a join as possible. Subsequent slabs shall be laid in the same manner. After each slab has been laid, surplus cement on the surface of the slab shall be cleaned off. The flooring as laid shall be true to levels and slopes as instructed.

The slab shall be matched as shown in drawings or as instructed by the Architect/Consultant/SBI LIFE INSURANCE CO. LTD, . Slabs which are fixed in the floor adjoining the wall shall entire not less than 12mm under the plaster skirting or dado. The junction between wall plaster and floor shall be finished neatly and without waviness.

iv) Polishing and Finishing:

Slight unevenness at the meeting edges of slabs shall then be removed by chiseling. The floor shall then be kept wet for a minimum period of 7 days. The surface shall thereafter be grounded evenly with machine fitted with coarse grade grit blocks (No.60). Water shall be used profusely during grinding. After grinding the surface shall be thoroughly washed to

remove all grinding mud, cleaned and mopped. The second grinding shall then be carried out with machine fitted with fine grade grit blocks (No. 120). The final grinding with machine fitted with the finest grade grit blocks (No. 320) shall be carried out the day after the second grinding described in the preceding Para or before handing over the floor, as ordered.

For hand polishing the following carborundum stones be used:

1st grinding – coarse grade stone (No.60)

2nd grinding – medium grade (No.80) Final grinding – fine grade (No.120)

In all other respects, the process shall be similar as for machine polishing.

After the final polish, oxalic acid shall be dusted over the surface at the rate of 33gm per square meter sprinkled with water and rubbed hard with a namdah block (pad of wooden rags). The following day the floor shall be wiped with a moist rag and dried with a soft cloth and finished clean.

If any tile is disturbed or damaged, it shall be refitted or replaced properly jointed and polished.

The finished floor shall not sound hollow when tapped with a wooden mallet.

v) Measurements

Marble stone flooring with different kind of marble shall be measured separately and in square meter correct to two places of decimal. Length and breadth shall be measured between the finished faces of skirting, dado or wall, plaster as the case may be, correct to a cm. No deduction shall be made nor extra be paid for any opening in the floor of Arera upto 0.05 Sqm. (5 sq.dm.). No extra shall be paid for laying the floor at different levels. Steps and treads of stairs paved with marble stone shall also be measured under the item of “Marble Stone Flooring”. The width of treads in all cases shall be measured from the outer line to the finished face of riser.

Rate The rate shall include the cost of all materials and labour involved in all the operation described above.

b) Marble Work in Wall Lining Etc. (Veneer Work)

Marble should be of same quality as described in Para 12(a) under Marble Stone flooring above.

i) Dressing:

Dressing shall be same as specified in 12(b) except that the back shall not be dressed, but left rough cut, in order to ensure a good grip with the hearting or backing. The dressed slabs shall be of the thickness as specified with a tolerance of +/- 2mm. The tolerance in

wall lining when a straight edge of 3 mtr. Length is placed should not exceed more than 2mm.

ii) Laying:

Sub-grade concrete or R.C.C. slab on which the slabs are to be laid shall be cleaned, wetted and mopped. The bedding for the slabs shall be as specified in the schedule of the quantities. Care shall be taken to match the grains of veneer work as directed by the Architect/Consultant/SBI LIFE INSURANCE CO. LTD, . For purpose of matching the grains, marble slabs shall be selected judiciously having uniform pattern of veins / streaks. Preferably the slabs shall be those got out of the same block from the quarry. The Arera to be veneered shall be reproduced on the ground and the marble slabs laid in position and arranged in the manner to give the desired matching of grains. Any adjustment needed for achieving the best results shall be then carried out by replacing or interchanging the particular slabs. Special care shall be taken to achieve the continuity of grains between the two slabs one above the other along the horizontal joints. This shall then be got approved from the Architect/Consultant/SBI LIFE INSURANCE CO. LTD, and each marble slab umbered properly and the same number shall be marked on a separate drawing as well as on the surface to be actually veneered, so as to ensure the fixing of the particular slabs on the correct location.

For the facing of the columns, also the same procedure as mentioned above shall be followed.

- Joints:

All joints shall be full of mortar. If any hollow grounding are detected by tapping the face stones, these shall be taken out and re-laid. The thickness of the face joints shall be uniform, straight and as fine as possible not more than 1.5mm and in the face joint the tap 6mm depth shall be filled with mortar specified for pointing.

- Mortar:

The mortar used for jointing shall be as specified.

Curing:

The work shall be kept constantly moist on all faces for a period of at least seven days.

- Finishing:

After the marble work is cured it shall be rubbed with carborandum stone of different grades, No.60, 120 & 320 in succession, so as to give a plane, true and highly smooth surface.

It shall then be cleaned with a solution of Oxalic Acid, washed and finished clean.

- Protection:

Green work shall be protected from rain by suitable coverings. The work shall also be suitably protected from damage during construction.

- Scaffolding:

Double scaffolding having two sets of vertical support shall be provided, where necessary. The support shall be sound and strong, tied together by horizontal pieces, over which the scaffolding planks shall be fixed.

- Tolerance:

Slabs:

a) Length : ± 2 percent

b) Width : ± 3 percent

c) Thickness ± 3 percent.

- Measurements:

The length and breadth shall be measured correct to a cm. The Area shall be calculated in sqm. Nearest to two places decimal.

- Rate:

The rate include the cost of materials and labour required for all the operations described above, except for the cost of providing and fixing brass pins etc. which shall be paid for separately as stipulated in the item of work.

List of materials of approved brand and/or manufacturer

S. No.	DESCRIPTION	NAME OF THE MANUFACTURER
1	Aluminum extrusion for doors, partitions. Etc	INDIA/JINDAL/OEL or any other approved manufacturer conforming to I.S.specifications.
2	Hardware Aluminum Brass Locks (Door) Locks (Furniture) Floor Spring Screw Castors Sliding drawer channels	M/s Metako, M/s Allen, M/s Crown with ISI mark M/s Brass Arts (India)Pvt.Ltd. M/s Vijay Industrial Engineering Corporation M/s Godrej M/s Acme Locks Ltd. M/s Secure Industries Ltd. M/s Yale India Ltd. M/s Efficient Gadgets M/s Godrej M/s Everite Agencies Pvt. Ltd. M/s NITA Floor Spring. /s Nettle Fold/ G.K.W M/s Efficient Gadgets M/s Efficient Gadgets M/s Earl Behari
3	Synthetic enamel paint, Distemper, plastic emulsion paints	M/s ICI Ltd M/s Berger Paints (I) Ltd. M/s Jenson & Nicholson (I) Ltd.
4	Glazing	M/s Modi Float Glass Ltd. M/s Float Glass India's Ltd. M/s Continental Float Glass Ltd. Gujarat Guardian Ltd.

5	Block Board & Ply Board	M/s Green Ply Industries Ltd. M/s Narottam Gold M/s Century Ply Boards (I) Ltd M/s Sarda Ply Wood/Globe Ply.
6	Phenol bonded exterior grade Particle Board	M/s Novapan Industries Ltd. M/s Bhutan Board
7	Prelaminated Particle Board phenol bonded grade with ISI mark	M/s Green Ply Industries Ltd. M/s Century Ply Boards (I) Ltd or equivalent.
8	False Ceiling	M/s India Gypsum Ltd. or approved equivalent quality
9	Laminate	Formica, Sunmica, Sundek, Airolam, Vir, Archid
10	PVC Flooring	M/s Armstrong M/s Krishna Vinyle Limited M/s Premier Vinyle Ltd.
11	Carpet	Glamour or Favourite (Balla Industries) or Gala Pablo, Fresco or Apollo-98(Imperial Tuffling Company) Transasia
12	Furnishing Fabric	Woven typr "harmony" range from "Vimal" or equivalent like seasons furnishing, Eden Furnishing or Shyam Ahuja Ltd.
13	Leather Foam	M/s Bhor Industries or equivalent of approved quality
14	Sun Control Film	M/s Sun Control Garware Polyester Film or equivalent quality
15	Teak/Cedar/Mehogany / Walnut /etc. Veneer	M/s Archid, M/s Legend M/s Century Ply Boards (I) Ltd M/s Jacsons Decorative Plywood
16	Burl Veneer	M/s Century Ply Boards (I) Ltd. M/s Jacsons Decorative Plywood
17	Synthetic Enamel Paint	ICI, Berger, Asian Paints
18	Acrylic Emulsion & Primer	ICI, Berger, Asian Paints

19	Textured Wall Paint	ICI, Spectrum, Heritage
20	Tiles	M/S Nitco, M/s. Somany M/S Johnson, M/S Kajaria
21	Modular furniture	M/S Godrej M/S Featherlite M/S N.R.Jassani M/S Blow Plast
22	Chairs	M/S Godrej M/S Wipro M/s Featherlite

Note: If the approved brands mentioned above are not available, equivalent make as may be approved by the Architect/Consultant/SBI LIFE INSURANCE CO. LTD, only to be used in the work.