



**STATE BANK OF INDIA
REGIONAL BUSINESS OFFICE**

D.No. 3-19-8/9, 1st Floor,
Bhupal plaza, Bhupal Nagar,
Tadepalligudem– 534101.

**INVITES e-TENDER
FOR
PROPOSED INTERIOR WORKS AT THE NEWLY IDENTIFIED
PREMISES FOR TADEPALLIGUDEM BRANCH (00922) OF RBO-05,
TADEPALLIGUDEM
(NO HARDCOPY SUBMISSION)**

Architect:

**BHASKAR DESIGN TEAM
BESIDE BIG BAZAR ROAD
DWARAKA NAGAR, VISAKHAPATNAM.
PH: 2550295, Mobile: 8712771713
E-MAIL: bdtbhaskar@gmail.com**

**Part – I
TECHNICAL BID**

Last Date & Time for submission of e-Tender: 20/01/2026 till 15:00 hrs.

Name of The Tenderer :

Address :

.....

GSTIN :

Note:

1. The bidders should possess valid Digital Signature Certificate (DSC) to participate in the e-Tendering.
2. The successful bidder shall have to ensure, without any extra cost, meticulous compliance of protocols laid down by the Govt. with regard to COVID-19 during execution at site.

NOTICE INVITING TENDER

RBO-05, Tadepalligudem under the Administrative control of Rajamahendravaram module invites e-tender (**ON ITEM RATE BASIS**) from all the empaneled agencies as hereunder through our e-Tendering Portal <https://www.etender.sbi/SBI/>

1.	Name of work	Proposed interior works at the newly identified premises for Tadepalligudem branch (00922) of RBO-05, Tadepalligudem.
2.	Time allowed for completion	30 Days from the date of issuing work order or date of handing over the site whichever is earlier.
3.	Earnest Money Deposit (EMD)	Rs. 18,590/- (Rupees Eighteen thousand Five hundred ninety only) in the form of Demand Draft issued by any Nationalized/Scheduled Bank drawn in favour of “State Bank of India” OR Valid MSME certificate issued for the purpose of proposed works and Bid security declaration in the format enclosed duly stamped and signed
4.	Last date and time for receipt of written queries for clarification	Only via e-mail at least two working days prior to last date of submission. (No pre-bid Meeting)
5.	Evaluation of tender documents	Offline: No hardcopy submission Online @ https://www.etender.sbi/SBI/ a. Online tender event id & contact details of the support executives will be shared via e-mail. b. Bidders to login and shall upload the duly signed & stamped Letter of Declaration, Bid Security Declaration in the relevant fields and thereafter can fill & submit the Price Bid. c. Last date & time for online price bid submission 15:00 hrs on 20.01.2026 @ https://www.etender.sbi/SBI/ d. Price bids of only eligible bidders will be opened online @ https://www.etender.sbi/SBI/ at on the same day. e. After opening & evaluation of uploaded documents & price bid, the identified Successful bidder (L1) alone shall submit hard copy of entire technical bid & price bid duly signed & stamped along with Security Deposit amount at the office of user/controller within 07 working days. Thereafter, Work Order by the controller will be placed with L1. Bids would be opened online in the above date and time irrespective of presence of any or entire bidder’s representatives.
6.	Venue of opening of e-tenders	STAQTE BANK OF INDIA, REGIONAL BUSINESS OFFICE, D. No. 3-19-8/9, 1st Floor, Bhupal plaza, Bhupal Nagar, Tadepalligudem– 534101.
7.	Site address & timings	NA
8.	Validity of offer	90 days from the date of issuing work order to the successful contractor
9.	Liquidated damages	0.5% per week or part thereof subject to maximum of 5% of total Contract value.
10.	Initial Security Deposit	2% of the total Contract value including EMD. To be submitted by the successful bidder before commencement of the work.

11.	Security Deposit	Total Security Deposit Money shall be 5% of total Contract value including EMD & ISD and the same will be deducted at 10% of each running bill will till it reaches 3% of the total Contact value.
12.	Defect Liability Period	12 Months from the date of virtual completion of the project as certified by the consultant
13.	Value of interim certificate for bill	1/3 of the total Contract value
14.	Additional information if any	The quoted rate should be inclusive of materials, labour, wages, transportation, lead & lift, all taxes, wastage, temporary preparation works, cleaning, statutory expenses, incidental charges and all related expenses to complete the work. GST Shall be paid extra at actuals.
15.	For e-Tender related queries (Registration and submission process)	<u>Service provider:</u> M/s. e-procurement Technologies Ltd. +91 9904406300 / +91 9510812960 / +91 9265562821 / +91 6354919566 / e-mail: etender.support@sbi.co.in

3. In case the date of opening of tenders is declared as a holiday, the tenders will be opened on the next working day at the same time. SBI will not be responsible for any postal delay / loss / non-receipt thereof. No consideration will be given to a tender received after the date / time specified above and such tenders are deemed to be rejected.
4. **Tenders received without prescribed EMD shall summarily be rejected and such bidders shall not be allowed to participate in the online price bidding process.**
5. SBI reserves its right to accept any or to reject all the tenders in part or whole without assigning reasons thereof and no correspondence shall be entertained in this regard.
6. Bidders have to make sure themselves the site conditions before quoting.
7. The intending bidders are categorically advised to submit the tender document strictly in the attached format only.
8. Earnest Money deposit will be refunded without any interest therein to all within 30 working days from the date of approval of the tenders by the Competent Authority.
9. The Courts in Andhra Pradesh city alone shall have the jurisdiction in respect of any or all matters relating to or connected with the tender.
10. State Bank of India discourages the stipulation of any condition by the tenderers. The conditional tender shall be liable to get rejected.

Yours faithfully,

-sd/-

Regional Manager, RBO-05, Tadepalligudem

LETTER OF DECLARATION

(To be sealed, signed, scanned and uploaded in the website at <https://etender.sbi>.)

To
The Regional Manager,
RBO-05, State Bank of India,
D. No. 3-19-8/9, 1st Floor, Bhupal plaza,
Bhupal Nagar, Tadepalligudem– 534101.

Madam / Dear Sir,

SUB: Proposed interior works at the newly identified premises for Tadepalligudem branch (00922) of RBO-05, Tadepalligudem.

1. Having examined the site of work and Specifications, Schedule of Quantities relating to the above project and received the Tender invited on behalf of the Bank.
2. I/we agree that all COVID preventive measures will be strictly complied at site and all the workmen will be trained in the matter accordingly. In case any of the workmen found to have symptoms of COVID, he/she shall be immediately sent to hospital for further treatment.
3. I / We, the undersigned, hereby agreed to execute, complete, and maintain the proposed work in strict accordance with the Contract documents for the items described in the Tender at the item rates quoted by us in the Tender.
4. I / We undertake to complete and deliver the total work in stipulated timeline **from the date of issuing work order or date of handing over the site whichever is earlier**. If the work is not completed with stipulated time, we accept to pay LD as per tender terms & conditions.
5. I / We scanned & uploaded the **Earnest Money Deposit** as specified and in case if we declared as L1, we note to submit the same in original. Or **Valid MSME certificate issued for the works similar to the captioned project. (For ex: MSME certificate issued for interior works shall alone be considered for EMD exemption for interior works)**.
6. I / We are agreeable for a total Security Deposit shall be 5% of total Contract value including ISD and the same will be deducted at 10% of each running bill will till it reaches 3% of the total Contact value. We also know that no interest shall be payable to the amount retained by the Bank as security Deposit.
7. I / We agree to carry out the work as per approved plan, specifications, terms & Conditions etc. of the tender in the event of the Tender is being accepted.
8. I / We agree to give **10 years Warranty for waterproofing works against leakages & defects from the date of completion**. Leakages if any will be rectified/repared at free of cost including tiling works.
9. We shall indemnify SBI from any loss, damage, action etc. Rate quoted by us shall be inclusive of all such expenses.
10. I / We shall strictly adhere to follow the labour laws in force from time to time by Central / state Government and other authority etc.
11. I / We the bidder(s) for the present project do hereby solemnly declare that our Firm/ Company/ joint Venture/ Consortium is not under liquidation and the said entity is not under

court receivership of any similar proceedings under court of any competent jurisdiction at the time of bidding.

12. I/We the undersigned have carefully gone through and clearly understood after visiting the site and the Tender drawings and tender documents comprising of the Notice Inviting Tender to contractors, Terms and conditions of contract, Special Conditions, Specifications and Bill of quantities, agreement, list of approved makes / manufacturers etc.
13. I/We accept all the terms and conditions of tender documents. We will abide by the technical specification mentioned in the tender. We hereby undertake to use only specified materials / make as per tender. In case of successful bidder, we undertake to submit the hard copies of the technical bid and price bid duly sealed and signed on all pages within 24 hours from the opening of price bid.
14. I/We do hereby undertake to execute and complete the whole or part of the work (as mentioned by you) at the respective rates which I/We have quoted for the respective items of the Probable Bill of Quantities
15. I/we do hereby understand & accept that, E-tendering is being conducted by SBI through authorized service provider on pre-specified date. It is our responsibility to ensure Internet connectivity, UPS and other paraphernalia at our offices required for the online tendering.
16. In the event of this Tender being accepted I/We agree to enter into an agreement as and when required and execute the contract according to your form of Agreement, within 10 days of receipt of work order, in default thereof, I/We do hereby bind my-self/ourselves to forfeit the aforesaid initial security deposit.
17. I/We further agree to complete the work covered in the said schedule of quantities within the time duration mentioned in the work order to commence the work or on which contractor is instructed to take possession of the site, whichever is later.
18. I/We agree to and to get the work, workers, employees engaged in the work site and all materials at site for execution of the work shall be insured comprehensive insurance including fire/accidents/ rain/ floods/riots/CAR policy (contractor's all risk insurance policy) and the insurance shall cover the period from date of start of work to date of actual completion of work plus 3 months.
19. I/we understand & agree that no freight lift is available. Passenger Lift shall not be used for Lifting Construction materials / labours. Contractors can use staircase or own material lifting machines with prior permission from the Bank. Cost of lead & lift applicable shall be factored in the rates quoted and no extra claim shall be entertained.
20. I/We We agree to pay Government Sales Tax (State and Central), Excise duty, Octroi, Work Contract Tax, Service Tax and all other taxes as prevailing from time to time, on such items for which the same are leviable and the rates quoted by us are inclusive of the same **except GST**.

Yours faithfully,
Signature of Tenderer with seal
(Propreitor / Director / appropriate authority)

Date:

BID SECURITY DECLARATION FROM BIDDERS IN LIEU OF EMD
(printed on Bidder's Letter head & to be uploaded online along with valid MSME certificate)

To
The Regional Manager,
RBO-05, State Bank of India,
D. No. 3-19-8/9, 1st Floor, Bhupal plaza,
Bhupal Nagar, Tadepalligudem– 534101.

Dear Sir/s,

SUB: Proposed interior works at the newly identified premises for Tadepalligudem branch (00922) of RBO-05, Tadepalligudem.

I / We, the authorized signatory of M/s..... participating in the subject project do hereby declare that:

- (i) I/we understand that, as per the relevant clause of Tender/bid conditions, bids must be supported by **both Bid Security Declaration and valid MSME certificate issued for the purpose of proposed works** in lieu of Earnest Money Deposit.
- (ii) I/we have availed the benefit of waiver of EMD while submitting our offer against the subject Tender and no EMD being deposited for the said tender.
- (iii) In the event we withdraw / modify our bid during the period of validity and/or I/we fail to execute formal contract agreement within the given timeline and/or I/we fail to submit Initial Security Deposit as specified within the given timeline and/or I/we commit any breach of Tender Conditions / Contract which attracts penal action of forfeiture of EMD and I/we will be suspended from being eligible for bidding / award of all future contract(s) of State Bank of India for a period as deemed appropriate by the competent authority.

Signature and Seal of Authorized Signatory of bidder

Name of Authorized Signatory

Company Name M/s.....

INSTRUCTIONS TO TENDERERS

1. The proposed work has to be carried out in new building. It is the sole responsibility of the bidder to assess the exact site conditions before quoting. Bidder shall make his own arrangement for stay, accommodation, transport and other required facilities at work place.
2. The tenderer must obtain himself on his own responsibility and expenses, all information and data which may be required for the purpose of filling this tender document. The Tenderer is requested to satisfy himself regarding the site conditions, transport and communication facilities, labour, the law-and-order situation, climatic conditions, local authorities' requirement, traffic regulations etc. The tenderer will be fully responsible for considering the financial effect of any or all the factors while submitting his tender.
3. Rate quoted shall be excluding GST and the same shall be paid extra over & above the actual value of work, as applicable at the time of interim/final bill payment. L1 tenderer will be evaluated based on final amount excluding GST. As such, all the contractors are advised to quote rates excluding GST component.
4. Tender without EMD as prescribed shall summarily be rejected.
5. The successful tenderer shall be bound to accept the offer within 3 days of LOI in writing. In case of non-acceptance by L1 tenderer, EMD shall be forfeited.
6. If the offer is accepted, the contractor has to commence the work at the site immediately or when the site is handed over whichever is earlier.
7. Total security deposit shall be 5% of contract value which shall be retained from the final bill of the work. 50% shall be released upon completion of the project and remaining 50% shall be released after the successful completion of defects liability period as specified in the contract.
8. Work shall be completed in all respect within the stipulated project duration from the date of award of work or handing over of site whichever is later. Time is the essence of contract. Delay in completion shall lead to invoking appropriate penalty clause as per Bank's extant guidelines.
9. In case of delay without proper justification, Bank shall levy Liquidated damages @ 0.5% per each week of delay subject to maximum of 5% over final value of work.
10. Contractors shall ensure strict adherence to the tender specifications and ensure prior approvals are obtained for all the samples from the Bank before commencement of any work. Bill/invoice copies justifying basic rates of materials used shall be produced before installation.
11. The quantity specified in the schedule is only approximate and may vary on either side according to site conditions. However, no item shall be executed exceeding the estimated quantity without prior approval from Engineer In charge.
12. The payment shall be made based on actual measurement after satisfactory verification & completion of items of work.
13. Specification of relevant clause of NBC/CPWD/BIS shall be the baseline requirement to execute the items of the work.

14. Contractor shall ensure safety of premises, occupants & workers. Any damages caused by the negligence of contractor while execution should be restored & made good by the contractor at his own cost and risk. The Earnest Money will be retained in the case of the successful Tenderer as part of the security deposit for the due fulfillment of the Contract and will be refunded without any interest thereon to the unsuccessful Tenderers within 7 days from the date awarding work to the successful Contractor.
15. The Tenderer will submit their Tender after carefully examining the whole of the Tender documents, conditions of Tender, Conditions of Contract, drawings, specifications, and bill of quantities after inspecting the site.
16. Canvassing in connection with Tender is strictly prohibited and Tender submitted by the Contractors who resort to canvassing are liable to be rejected.
17. Tenders not fulfilling any or all of the conditions prescribed or which are incomplete are liable to be rejected. Bank reserves the right to accept, Split or reject any tender in whole or in part without assigning for any reason.
18. Any discrepancies, omissions, ambiguities in the Tender documents should be intimated to us within the date & time specified and the same will be replied by next working day. Upon review of the questions/queries, clarification will be issued to all the Tenders via e-mail, which will become part of the Contract document.
19. All pages of the Tender documents should be signed and stamp affixed by the Successful Tenderer and only the successful tenderer should submit the Hard copies of Technical and Price bid at this office.
20. No part of the bill of quantities (or) drawing should be deleted.
21. Bank also reserves the right to divide and distribute the work, floor wise/ section wise/ item wise and trade wise and this may please be noted by the Tenderer. In such cases the decision will be solely at the discretion of Bank including that of assignment of works. Tenderers are advised to ensure strict observance of commercial aspect of this Tender.
22. **Defects liability Period:** 12 months from the date of 'Virtual Completion' certified by the Client/ Architect.
23. This Notice Inviting Tenders, Instructions to the Tenderers, General Conditions of Contract, Special Conditions of Contract, and Safety Code and the duly completed will inter alia form part of the Agreement to be executed by the successful Tenderer with the Employer.
24. It is the sole responsibility of the contractor to arrange for proper stay/accommodation, drinking water, food etc. to the workmen engaged for the proposed works. Also, workmen are not usually allowed to stay overnight inside the branch/site location. However, in case of night works, workmen have to handover the site for branch functioning on the next working day.

SALIENT CONDITIONS OF CONTRACT

1. The successful Contractors have to furnish a detailed **BAR CHART** indicating their schedule for all the major activities within 7 days from the date of written order to commence the work. This **BAR CHART** will be referred for during the progress of the work to establish the periodical landmarks of achievement of work. If necessary, the revised **BAR CHART** based on the revised scope of work have to be submitted by the Contractor.
2. The electric power required to execute the work would be given by the Bank at a particular point only and the Contractors have to make their own arrangements for tapping the supply at various points. The amount equivalent to **0.25 % of final bill value of total work** done towards the **Electrical charges** shall be recovered from the Contractors.
3. Contractors will have to make their own arrangement for water. However, water could be arranged by the Bank at one point source, if available and the amount equivalent to **0.25 % of final bill value of total work** done towards **the water charges** shall be recovered from the Contractors after meeting the requirement of Branch / Office.
4. The successful Tenderer should **appoint a Project Engineer** who is well acquainted with the proposed work. He should be in a position to answer for any clarification during site visit by Client Engineers.
5. The Tenderers after collecting Tender document should thoroughly study the BOQ and if any discrepancies to be discussed / written prior to submission of Tender.
6. Contractors are expected to strictly adhere to the **labour laws** in force from time to time by Central/State Government. The necessary records should be maintained at site and an amenity to the labours has to be made available at site as per law. The labours should be paid the salary in time as per the minimum wage act. The labour license shall also to be obtained from the authorities concerned.
7. The successful Tenderer awarded with the work assumes overall responsibilities and are solely responsible for co-ordination, execution of works by engaging their associate agencies for the work and extracting the works from them as per specification within the time frame to the satisfaction of Bank as per Tender conditions. Any dispute if arises among them to be sorted out / settled at their level. The successful Tenderer is the sole representative for the whole project, and they/ he is liable for any clauses of this Tender.
8. If the contractor is under liquidity crisis or in unpredictable financial crunches or in any other problems and by which the works are stalled due to nonpayment for the completed works to the Associate agencies engaged by them and the Contractor are not in a position to progress the work further, in the interest and earlier completion of the work, Bank have every right to make direct payment to such already declared Associate agencies with written consent of the principle Contractor. In that event the amount paid to the Associate agencies shall be adjusted while making the actual payment as per the relevant clauses to the Contractors.
9. Necessary insurance policies such as CAR policy/ Workmen's Compensation, Third Party liability to be taken before commencing the work and the original policies to be deposited with Bank.
10. Necessary Labour License to be taken before commencement of work.

11. Bank will not pay any mobilization advance/ material advance and there will not be any escalation for the work.
12. No deviation will be allowed in the material specified.
13. The Contractor at site verify the dimensions shown in the drawings before he takes up actual manufacture of the several items, making allowances for the actual dimensions that prevail at site
14. Anything contained in one or another of (a) the drawings (b) the specifications and (c) the accepted bills of quantities and not found in the other will be equally binding as if contained in each of them.
15. The work will be done strictly in accordance with specification and drawings and as instructed by the Bank.
16. The descriptions in the bills of quantities are brief and have been compiled as correctly as possible but are not meant to be exhaustive.
17. The Contractor should arrange for inspection of the sample of each item by the Client proceeding with the work of manufacturing other units. The samples should be produced for inspection and approval of the Bank at every stages as & when intended so.
18. It may clearly be noted that the inspection and approval of the items of work at any stage shall not exonerate the Contractor of his responsibilities in respect of the quality of work, workmanship and quality of materials.
19. The work should be completed as per the items specified elsewhere in the document. No extra is payable in this respect.
20. The successful tenderer shall co-ordinate to other agencies engaged by the employer.
21. Specification of relevant clause of NBC / CPWD BIS shall be the base line requirements to execute the items of work
22. Contractor shall ensure safety of other residents and property of society. Any damages caused by the negligence of the contractor while execution should be restored & made good by the contractor at his own cost and risk.

Signature of the Tenderer with seal:

Address:

Date:

DRAFT AGREEMENT TO BE SIGNED BETWEEN BANK AND CONTRACTOR

ARTICLES OF AGREEMENT made the...day ofmonth in the year 2026.

BETWEEN **Regional Manager, RBO-05, Tadepalligudem**, State Bank of India, under the Administrative control of Rajamahendravaram Zonal Office located at 20-29-13/1, State Bank Square, Besides Main Branch, Kambala Cheruvu, Rajamahendravaram - 533105. (hereinafter called “the Employer”) which expression shall unless repugnant to the context mean & include its successors & assigns of the ONE PART
And
M/s

.....
..... in the district of (hereinafter called “the Contractor” which expression shall unless repugnant to the context mean & include) of the OTHER PART.

WHEREAS the Employer is desires to carry out **Proposed interior works at the newly identified premises for Tadepalligudem branch (00922) of RBO-05, Tadepalligudem** as per bill of quantities and specifications describing the work to be done as prepared.

AND WHEREAS the Contractor has agreed to execute upon and subject to the conditions set forth in the tender documents hereto attached (hereinafter referred to as “the Said Conditions”) the work shown upon the said drawings and described in the said specification and included in the said bill of quantities for the sum of Rs. (Rupees only) plus GST as applicable at actuals.

NOW IT IS HEREBY AGREED AS FOLLOWS:

In consideration of the sum of Rs.(Rupees only) to be paid at the times and 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 specification and bill of quantities.

The Employer will pay to the Contractor the said sum or such other sum as shall become payable here under at the times and in the manner specified in the said conditions.

The said conditions, specifications and priced bill of quantities shall be read and construed as forming part of this Agreement, and the parties hereto will respectively abide by and submit themselves to the conditions and stipulations and perform the Agreement on their parts respectively in such conditions, specifications and priced bill of quantities contained.

This Contract is neither a Fixed Lump Sum Contract nor a Piece Work Contract but is a Contract to carry out work in respect of the entire work to be paid for according to actual measured quantities at the rates contained in the schedule of rates and probable quantities or as provided in the said conditions.

The Employer on his own reserves to himself the right of altering the drawings and nature of work or adding or omitting any items of work or having portions of the same carried out without prejudice to this Contract.

- (a) The Contractors represent that they have experienced and competent staff which will enable them to ensure proper quality check on materials, whether brought by the Contractors or supplied by the Employer to the Contractors, further the Contractors will carry out proper

test as required by the specifications and will supervise the day-to-day working and execution of the Contract works.

- (b) If the Bank have any doubt about the quality of any materials or any difficulty in supervision of the day-to-day work, it shall report the matter in writing forthwith and for the time being, to suspend that portion of the work about which difficulty is experienced. The Contractors will abide by the direction.
- (c) The Contractors are aware that Bank will supervise the work day-to-day, this will not absolve the Contractors to perform their obligations under Sub-Clause (a) & (b) above.
- (d) The Contractors covenant and warrant that completed items of work as well as the entire work on completion will be in conformity with the specifications and the terms and conditions of this Contract and will be of quality and description as contained in Contract.
- (e) Time shall be considered as the essence of this Agreement and the Contractors hereby agree to commence the work immediately on receipt of offer / order or the date on which the site is handed over whichever is later and completed within stipulated timeline as provided for in the said conditions subject, nevertheless, to the provisions of extension of time as contained in the said conditions.

This Agreement and Contract shall be deemed to have been made in Salem and any questions or dispute arising out or in any way connected with this Agreement and Contract shall be deemed to have arisen, in Salem and only the court in Salem shall have jurisdiction to determine the same.

The Vendor/Contractor/Constitution shall promptly notify any change in their constitution to SBI. It shall be open for SBI to terminate the agreement on the death, retirement, insanity or insolvency of any person/s is being director/s or partner/s in the said company / firm, or on the addition or introduction of a new partner without the previous approval in writing of SBI. But in the absence of and until its termination by SBI as aforesaid, this agreement shall continue to be in full force and effect notwithstanding any changes in the constitution of the firm by death, retirement, insanity or insolvency of any of its partners or the addition or introduction of any new partners. In case of retirement / death the surviving or remaining partners of the firm shall be jointly and severally liable for the due and satisfactory performance of the terms and conditions of the agreement.

The selected Tenderer shall comply with all Rules regulations of statutory authorities and its Fire Department while carrying out the work of the internal additions/alterations in the Bank's Premises, as per the plan prepared by Architects. In case any rules are deviated then such work shall be dismantled and reinstate the same at Contractors cost to the satisfaction of the Bank.

Contractors have to make all the arrangements for getting required permission/passes for the Labour connected with the project, prior to commencement of the work from the Bank's Authority. "

All the debris lying at site shall be properly stocked and disposed off from time to time out of the municipal limit as per statutory rules in force.

Tarpaulin with scaffolding shall be erected while carrying out the Work to avoid nuisance to working staff, spoiling of Bank's Property and any other Tenderers materials etc. wherever so required.

SCHEDULE – I

Tender documents (Technical bid & Price bids – **AMR/RJM/INT01 dt: 12.01.2026**)

As witness our hand the day and year first above written.

Signed by the Said Employer:

In the Presence of Witnesses:

Name:.....

Occupation:.....

Address:

Name:.....

Occupation:

Address:.....

Signed by the Said Contractor (s):

In the Presence of Witnesses:

Name:.....

Occupation:.....

Address:

Name:.....

Occupation:

Address:.....

SAFETY CODE

1. First aid appliances including adequate supply of sterilized dressing and cotton wool shall be kept in a readily accessible place.
2. An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
3. Suitable and strong scaffolds should be provided for workmen for all works that cannot be safely done from the ground.
4. No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30 cm. (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used an extra mazdoor shall be engaged for holding ladder.
5. The excavated material shall not be placed within 1.5 meters of the edge of the trench or half of the depth of trench whichever is more. All trenches and excavations shall be provided with necessary fencing and lighting.
6. Every opening in the floor of a building or in a working platform is provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one meter.
7. No floor, roof or other part of the structure shall be so overloaded with debris or materials as to render it unsafe.
8. Workers employed on mixing and handling material such as asphalt, cement mortar or concrete and lime mortar shall be provided with protective footwear and rubber hand-gloves.
9. Those engaged in welding works shall be provided with welder's protective eye shields and gloves.
 - i. No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
 - ii. Suitable facemasks should be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.
10. Overalls shall be supplied by the Contractor to the painters and adequate facilities shall be provided to enable the working painters to wash during the periods of cessation of work.
11. Hoisting machines and tackle used in the works, including their attachments, anchorage and supports shall be in perfect condition.
12. The ropes used in hoisting or lowering material or as a means of suspension shall be of durable quality and adequate strength and free from defects

INSTRUCTIONS TO PARTICIPATE IN e-TENDER

- Contact the support team of etender.sbi and register your firm details. Make sure possession of Valid digital signature with encryption/Type-III and e-mail id.
- Login to website : <https://etender.sbi>
- Log in with credentials
- Click on RFX Tender & Search RFX Tender with Event ID (*Event ID which will be communicated to all prequalified bidders*)
- Click on Dashboard
- Click on "I Agree" to confirm your participation.
- Click on Fill next to the each Bidding Form.
- After Filling all details along with Remarks, click on Save.
- To upload supporting documents click on Map Documents.
- After submitting filling all required details and uploading all supporting documents verify entered details.
- After Verification to submit your bid click on "Final Submission".

(A) Business rules for E-tendering:

1. Only contractors who fulfilled the prequalification criteria shall be eligible to participate.
2. SBI will engage the services of an e-tendering service provider who will provide necessary assistance before commencement of online bidding on Internet.
3. In case, there is any change in e-tendering service provider, the SBI will inform the qualified bidders suitably at appropriate time.
4. Contractors are advised to have **VALID DIGITAL SIGNATURE WITH ENCRYPTION**.
5. Business rules like event date, closing and opening time etc. will be communicated through service provider for compliance.
6. Contractors have to send by email, the compliance form in the prescribed format (provided by service provider), before start of E-tendering without which, bidders will not be eligible to participate in the bidding process.
7. E-tendering will be conducted on schedule date & time.
8. The e-tendering will be treated as closed only when the bidding process gets closed in all respects for the item listed in the tender.

(B) Terms & conditions of E-tendering:

SBI shall finalize the Tender through e-tendering mode by engaging an authorized service provider. Please go through the guidelines given below and submit your acceptance to the same along with your Commercial Bid.

1. E-tendering shall be conducted by SBI through authorized service provider on pre-specified date. While the Contractors shall be quoting from their own offices/ place of their choice, Internet connectivity and other paraphernalia requirements shall have to be ensured by Contractors themselves. In the event of failure of their Internet connectivity, (due to any reason whatsoever it may be) it is the bidders' responsibility.
2. In order to ward-off such contingent situation, bidders are requested to make all the necessary arrangements / alternatives such as back-up power supply etc. whatever required so that they

are able to circumvent such situation and still be able to participate in the E-tendering successfully.

3. Failure of power at the premises of Contractors during the E-tendering cannot be the cause for not participating in the E-tendering. On account of this, the time for the E-tendering will not be extended and SBI shall not be responsible for such eventualities.
4. Authorized service provider shall arrange to train your nominated person(s), without any cost to you. They shall also explain you all the Rules related to the E-tendering. You are required to give your compliance on it before start of bid process.
5. BIDDING CURRENCY AND UNIT OF MEASUREMENT: Bidding will be conducted in Indian currency & Unit of Measurement will be displayed in Online E-tendering.
6. BID PRICE: The Bidder has to quote the rate as per the Tender Document provided by SBI or their appointed Architects.
7. VALIDITY OF BIDS: The Bid price shall be firm for a period specified in the tender document and shall not be subjected to any change whatsoever.
8. Procedure of E-tendering:
 - a) Online e-tendering for Price Bid submission through SBI's approved Service Provider shall be open to the bidders qualified by the SBI as per Technical Bid Evaluation mentioned hereinabove.
 - b) The Price-Bid shall be made available online by the Service Provider wherein the contractors will be required to fill-in their Item-wise rates for each item.
 - c) The Contractors are advised not to wait till the last minute to submit their online item-wise quote in the price bid to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.
 - d) It is mandatory to all the bidders participating in the price bid to quote their rates for each and every item.
 - e) In case, contractor fails to quote their rates for any one or more tender items, their tender shall be treated as ***"Incomplete Tender"*** and shall be liable for rejection.
9. LOG IN NAME & PASSWORD: Each Bidder is assigned a Unique Username & Password by authorized service provider. The Bidders are requested to change the Password after the receipt of initial Password from the service provider. All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.
10. BIDS PLACED BY BIDDER: Bids will be taken as an offer to execute the work as specified. Bids once made, cannot be cancelled / withdrawn and the Bidder shall be bound to execute the work at the quoted bid price. In case the L-1 Bidder backs out or fail to complete the work as per the rates quoted, SBI shall at liberty to take action as deemed necessary including de-paneling such contractors and forfeiting their EMD.
11. At the end of the E-tendering, SBI will decide upon the successful bidder. SBI decision on award of Contract shall be final and binding on all the Bidders.

12. SBI shall be at liberty to cancel the E-tendering process / tender at any time, before ordering, without assigning any reason.
13. SBI shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.
14. OTHER TERMS & CONDITIONS:
 - a. The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other suppliers / bidders/service provider.
 - b. The Bidder shall not divulge either his Bids or any other exclusive details of SBI to any other party.
 - c. SBI decision on award of Contract shall be final and binding on all the Bidders.
 - d. SBI reserve their rights to extend, reschedule or cancel any E-tendering within its sole discretion.
 - e. SBI and its authorized service provider shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
 - f. SBI and its authorized service provider are not responsible for any damages, including damages that result from, but are not limited to negligence.
 - g. SBI and its authorized service provider will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

GENERAL CONDITIONS OF CONTRACT

Except where provided for in the description of the individual items in the schedule of quantities and in the specifications and conditions laid down hereinafter and in the drawings, the work shall be carried out as per standard specifications and under the direction of Employer.

1. INTERPRETATION

In constructing these conditions, the specifications, the schedule of quantities, tender and agreement, the following words shall have the meaning herein assigned to them except where the subject or context otherwise requires.

- Employer: The term employer shall denote State Bank of India having office at Gunfoundry, Hyderabad and any of its employees representative authorized on their behalf.
- Architects / Consultants: The term Architects shall mean the Architects appointed by the employer for the purpose of preparing detailed drawing, supervision etc. It is the Bank to decide whether to appoint Architect or not and to change the Architect at any stage of work.
- Contractor: The term contractor shall mean _____ (Name and address of the contractor) and his / their heirs, legal representatives, assigns & successors.
- Site: The site shall mean the site where the works are to be executed including any building and erection thereon, allotted by the employer for the contractors use.
- Site Engineer: Any Engineer appointed from time to time by the Employer and certified in writing to the Architects and the Contractor, to be positioned at site to supervise the work.
- Drawings: The work is to be carried out in accordance with drawings, specifications, the schedule of quantities and any further drawings which may be supplied or any other instruction, which may be given by the Employer or Architects during the execution of the work.

All drawings relating to work given to the contractor together with a copy of schedule of quantities are to be kept at site and the Employer / Architects shall be given access to such drawings or schedule of quantities wherever necessary.

In case any detailed Drawings are necessary contractor shall prepare such detailed drawings and / or dimensional sketches therefore and have it confirmed by the Employer as case may be prior to taking up such work.

The contractor shall ask in writing for all clarifications on matters occurring anywhere in drawings, specifications and schedule of quantities or to additional instructions at least 10 days ahead from the time when it is required for implementation so that the Employer may be able to give decision thereon.

- **“The Works”** shall mean the work or works to be executed or done under this contract.
- **“Act of Insolvency”** shall mean any act as such as defined by the Presidency Towns Insolvency Act or in Provincial Insolvency act or any amending status.
- **“The Schedule of Quantities”** shall mean the schedule of quantities as specified and forming part of this contract.
- **“Priced Schedule of Quantities”** shall mean the schedule of quantities duly priced with the accepted quoted rates of the contractor.

- **“Contract”** shall mean the Articles of Agreement, the general conditions special conditions, the appendix, the schedule of quantities, specifications and drawings attached here to and duly signed.
- **‘Contract Price’** shall mean the sum named in the Tender subject to such additions thereto or deductions there from as may be made under the provisions hereafter contained.
- **‘Notice in Writing’** or written notice shall mean a notice in writing, type or printed characters sent (unless delivered personally or otherwise provided to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.
- **‘Net Prices’** any arriving at the Contract amount the Contractor shall have added to or deducted from the total of the items if the Tender any sum, either as a percentage or otherwise, then the net price of any item in the tender shall be the sum arrived at by adding to or deducting from the actual figure appearing in the tender as the price of that item a similar percentage or proportionate sum. Providing always that in determining the percentage or proportion of the sum so added or deducted by the contractor, the total amount of any Prime Cost items and provisional sums of money shall be deducted from the total amount of the Tender. The expression ‘net rates’ or ‘net prices’ when used with reference to the contract or account shall be hold to mean rates or prices so arrived at.
- **‘Virtual Completion’** shall mean the premise is in the opinion of the Employer fit for occupation.
- Words importing persons include firms and corporations. Words importing the singular only, also include the plural and vice versa where the Context requires.

2. SCOPE OF WORK/ CONTRACT

the Brief Scope of work involves the following.

1. False ceiling
2. Various furniture work consists of Work stations, partitions, storage etc.
3. Painting
4. GLASS WORK, PANELLINGETC

The Contractor shall carry out and complete the said work in every respect in accordance with this Contract and with the directions of and to the satisfaction of the Employer. The Architect with approval of Employer or Employer issue further drawings and/or written instructions, detailed directions and explanations which hereafter collectively referred to as ‘Instructions’ in regard to:

- The variation or modification of the design quality or quantity of works or the addition or omission or substitution of any work.
- Any discrepancy in the drawings or between the schedule of quantities and / or drawings and / or specification.
- The removal from the site of any defective material brought thereon by the contractor and the substitution of any other material thereof.
- The demolition removal and / or re-execution of any work executed by the contractor/s.
- The dismissal from the work of any persons employed there upon.

- The opening up for inspection of any work covered up.
- The rectification and making good of any defects under clauses hereinafter mentioned and those arising during the maintenance period (Defect Liability Period).

The contractor shall forthwith comply with and duly execute any work comprised in such Employer's or his agent / Architect's instructions, provided always that verbal instructions, directions and explanations given to the contractor's or his representative upon the works by the Employer's or his agent / Architects shall, if involving a variation, be confirmed in writing to the contractor/s within seven days. No works, for which rates are not specifically mentioned in the priced schedule of quantities, shall be taken up without written permission of the Employer. The employer as provided in clause "variation" shall fix rates of items not mentioned in the priced schedule of quantities.

Regarding all factory made products for which ISI marked products are available, only products bearing ISI marking shall be used in the work.

3. TENDERER SHALL VISIT THE SITE

Intending tenderer shall visit the site and make himself thoroughly acquainted with the local site condition, nature and requirements of the works, facilities of transport conditions, effective labour and materials, access and storage for materials and removal of rubbish. The tenderer shall provide in their tender for cost of carriage, freight and other charges as also for any special difficulties and including police restriction for transport etc., for proper execution of work as indicated in the drawings. The successful tenderer will not be entitled to any claim of compensation for difficulties faced or losses incurred on account of any site condition.

4. TENDERS

The Employer reserves the right to reject the lowest or any tender and also to discharge any or all of the tenders of each section or to split up and distribute any item of work to any specialist firm or firms, without assigning reasons.

The tenderers should note that the tender is strictly on the item rate basis and their attention is drawn to the fact that the rates for each and every item should be correct, workable and self-supporting. If called upon by the Employer/Architects detailed analysis of any or all the rates shall be submitted. The Employer/Architects shall not be bound to recognize the contractor's analysis.

The works will be paid for as "measured work" on the basis of actual work done and not as "lump sum" contract, unless otherwise specified.

All items of work described in the schedule of quantities are to be deemed and paid as complete works in all respects and details including preparatory and finishing works involved, directly related to and reasonably detectable from the drawings, specifications and schedule of quantities and no further extra charges will be allowed in this connection. In the case of lump-sum charges in the tender in respect of any items of work will be made for the actual work done on the basis of lump sum charges as will be assessed to be payable by the Employer / Architects.

The employer has power to add, omit from any work as shown in drawings or described in specifications or include in schedule of quantities and intimate the same in writing but no addition, omission or variation shall be made by the contractor without authorization from the Employer. No variation shall vitiate the contract.

The tenderer shall note that his tender shall remain open for consideration for a period of three months from the date of opening of the tender.

5. AGREEMENT

The successful contractor will be required to sign agreement in accordance with the draft agreement enclosed and the schedule conditions. The contractor shall pay for all stamps and legal expenses, incidental thereto. However, the written acceptance by the employer of a tender will constitute a binding contract between the employer and the person so tendering such formal agreement is subsequently executed.

6. AUTHORITIES, NOTICES, PATENT RIGHTS AND ROYALTIES:

The contractor shall conform to the provisions of any Acts of the Legislature relating to the work, and to the Regulations and Bye-Laws of any authorities, and / or any water, lighting and other companies, and / or authorities with whose systems the structures were proposed to have connection and shall before making any variations from the drawings or specifications that may be associated to so conform, give the Employer / Architects written notices specifying the variations proposed to be made and reasons for making them and apply for instruction thereon. The Employer / Architects on receipt of such intimation shall give a decision within a reasonable time.

The contractor/s shall arrange to give all notices required for by the said Acts, Regulations or Bye laws to be given to any authority, and to pay to such authority or to any public officer all fees that may be properly chargeable in respect of the work and lodge the receipts with the Employer.

The Contractor shall identify the Employer against all claims in respect of patent rights, designs, trademarks or name or the protected rights in respect of any constructional plant, machine, work or material used for or in connection with the works or temporary works and from and against all claims, demands, proceedings, damages, costs, charges, and expenses whatsoever in respect thereof or in relation thereto. The Contractor shall defend all actions arising from such claims, unless he has informed the Architects, before any such infringement and received their permission to proceed and shall himself pay all royalties, license fees, damages, coat and charges of all and every sort that may be legally incurred in respect thereof.

7. TAXES AND DUTIES

The tenderers must include in their tender prices quoted for all taxes (except GST) and duties royalties, cess, local charges if applicable. No extra claim on this account will in any case be entertained.

8. NOTICES AND STATUTORY REGULATIONS

The contractor shall give all notices and pay all fees and shall comply all Acts and Regulations for the successful completion of the contract works.

The whole of the work is to be complied with as per the requirements and bylaws of the relevant statutory authorities including contract labor (Regulation and Abolition) Act 1970.

9. QUANTITY OF WORK TO BE EXECUTED

The Schedule of Quantities unless otherwise stated shall be deemed to have been prepared in accordance with the Standard Procedure shall be considered to be approximate and no liability shall attach to the employer for any error may be discovered therein. The Employer reserves the right to execute only a part or the whole or any excess thereof without assigning any reason therefore.

The Contractor shall be deemed to have satisfied himself before tendering to the correctness and sufficiency of his tender for the works and of the prices stated in the Schedule of Quantities and / or the Schedule of Rates and Prices, which rates and prices shall cover all things necessary for the completion of the works.

10. OTHER PERSONS ENGAGED BY THE EMPLOYER

The Employer reserves the right to execute any part of the work included in this contract or any work, which is not included in this contract by the other Agency, or persons and contractor shall allow all reasonable facilities and use of his scaffoldings for the execution of such work. The main contractor shall extend all cooperation in his regard.

11. Tenderer should deposit EMD as mentioned in the NIT.

12. CONTRACTOR TO PROVIDE EVERYTHING NECESSARY

The Contractor shall provide everything necessary for the proper execution of the work according to the intent and meaning of the drawings, schedule of quantities and specifications taken together whether the same may or may not be particularly shown or described therein provide that the same can reasonably be inferred there from and if the contractor finds any discrepancies therein he shall immediately and in writing , refer the same to the Employer / Architects whose decision shall be final and binding.

13. TIME OF COMPLETION, EXTENSION OF TIME & PROGRESS CHART

The Contractor shall be allowed admittance to the site on the 'Date of Commencement' stated in the Appendix, and he shall thereupon and forthwith begin the works and shall regularly proceed with to complete the same. On or before the 'Day of Completion' stated in the Appendix subject nevertheless the provision for the extension of time hereinafter contained.

If in the opinion of the Employer/Architect the works be delayed:

- a) By force major or
- b) By reason of any exceptionally inclement weather or

- c) By reason of proceedings taken or threatened by or dispute with adjoining or neighbouring owners of public authorities arising, than through the Contractor's won default or
- d) By the works or delays of the contractors tradesmen engaged or nominated by the Employer / Architect and not referred in the Schedule of Quantities and / or specifications or
- e) By reason of civil, commotion, local combination of workmen or strike or lock-out effecting any of the buildings traders or
- f) In consequence of the Contractor not having in due time, necessary instructions from the Employer for which he shall have specifically applied in writing ahead of time, giving reasonable time to prepare such instructions, the employer shall make a fair and reasonable extension of time for completion of the Contract works.

In case of such strike or lock-out, the Contractor shall as soon as possible give written notice thereof to the employer, but the Contractor shall nevertheless constantly use his endeavors to prevent delay and shall do all they may reasonably be required, to the satisfaction of the employer to proceed with the work.

The Contractor on starting the works shall furnish to the Employer / Architect a PERT / CPM Program for carrying out the work stage in the stipulated time for the approval of Architect / Employer and follow strictly the approved time schedule incorporating charges if any, to ensure the completion of the work in stipulated time. A graph or chart on individual work shall be maintained showing the proportionate progress of work week by week a weekly progress report stating the number of skilled and un-skilled laborers employed on the work, working hours done, place, type, and quantity of work done during the period.

The Contractor must inform the employer within 10 days in advance of all drawings and detailed required by him from time to time. The Contractor shall adhere to the approved program and arrange for the materials and labour etc accordingly.

Despite repeated instructions, if the Contractor fails to show proportionate progress of the work, the Architect / Employer may take suitable action and deemed fit without prejudice to any terms and conditions of the contract.

14. LIQUIDATED DAMAGES

Should the work be not completed to the satisfaction of the Employer /Architects within the stipulated period, the contractor shall be bound to pay to the Employer a sum calculated as given below by way of liquidated damages and not as penalty during which the work remains un-commenced or unfinished after the expiry of the completion date.

If the contractor fails to complete the work by the Scheduled date of completion or within any sanctioned extended time, he will have to pay liquidated damages at 0.5% of contract amount for each week beyond the date that the work remains incomplete subject to maximum of 5%of the contract value (without extra items).

15. MATERIALS, WORKMANSHIP, SAMPLES, TESTING OF MATERIALS.

All the works specified and provided for in the specifications or which may be required to be done in order to perform and complete any part thereof shall be executed in the best and most workmanlike manner with materials of the best and approved quality of the respective kinds in accordance with the particulars contained in and implied by the specifications and as represented by the drawings or according to such other additional particulars, and instructions as may from time to time be given by the Employer / Architects during the execution of the work and to his entire satisfaction.

All mandatory tests shall be carried out as per CPWD specifications. If required by the Employer / Architects, the contractor shall have to carry out tests on materials and workmanship in approved materials testing laboratories or as prescribed by the Employer / Architects at his own cost to prove that the materials etc., under test conform to the relevant I.S Standards or as specified in the specifications. The necessary charges, transporting, testing etc., shall have to be borne by the contractor. No extra payment on this account should in any case be entertained.

All the materials (except where otherwise described) stores and equipment required for the full performance of the work under the contract must be provided through normal channels and must include charges for import duties, and other charges and must be the best of their kind available and the contractors must be entirely responsible for the proper and efficient carrying out of the work. The work must be done in the best workmanlike manner. **Samples of all materials to be used must be submitted to the Employer when so directed by the Engineer and written approval from Employer must be obtain prior to placement of order.**

Any damage (during the work) to any part of the work or to the premises for any reasons due to rain, storm or neglect of contractor shall be rectified by the contractor in an approved manner at no extra cost.

Should the work be suspended by reason of rain, strike, lock-outs or any other cause, the contractor shall take all precautions necessary for the protection of work and at his own expenses shall make good any damage arising from any of these causes.

The contractor shall cover up and protect from damage, from any cause, all new work and supply all temporary doors, protection to windows, and any other requisite protection for the execution of the work whether by himself or special tradesmen or sub-contractor and any damage caused must be made good by the contractor at his own expenses.

Contractor should take all precaution to safeguard the flooring and if any damages to the flooring should be rectified by the contractor in the same quality at his own cost.

16. REMOVAL OF IMPROPER WORK

The Employer shall during the progress of the work have power to order in writing from time to time the removal from the work within such reasonable time or times as may be specified in the order of any materials which in the opinion of the Employer / Architects are not in accordance with specification or instructions, the substitution or proper re-execution of any work executed with materials or workmanship not in accordance with the drawings and specifications or instructions. In case the contractor refuses to comply with the order the Employer shall have the power to employ and pay other agencies to carry out the work and all expenses consequent

thereon or incidental thereto as certified by the Employer / Architects shall be borne by the contractor or may be deducted from any money due to or that may become due to the contractor. No certificate, shall relieve the contractor from his liability in respect of unsound work or bad materials.

17. SITE ENGINEER

The Employer may appoint a Site Engineer or clerk of works who shall be representative of the Employer. The duties of the Employer representative are to watch and supervise the works and to test any materials to be used of workmanship employed in connection with the works. He shall have no authority either to relieve the Contractor of any of his duties or obligations under the Contract, or except those expressly provided hereunder, to order any work involving delay or any extra payment by the Employer or any variation of or in the works.

The contractor shall afford the Employer's representative every facility and assistance for examining the works and materials and checking the measuring time and materials. Neither the Employer's representative nor any assistant to the Architect shall have power to revoke, alter enlarge or relax the requirements of this Contract, or to Sanction any day-work, additions, alterations, deviations or omissions unless such an authority may be specially conferred by a written order of the Employer.

The Employer's Representative shall have to give notice to the Contractor or his foremen about the non-approval of any work or materials and such works shall be suspended or the use of such material should be discontinued until the decision of the employer/Architect is obtained, the work will from time to time be examined by the Architect or the Employer's representative but such examinations shall not in any way exonerate the Contractor from the obligation to remedy defects which may be found to exist at any stage of the work of after the same is completed. Subject to the limitations of this cause, the Contractor shall take instruction from the Architect / Employer.

18. CONTRACTOR'S EMPLOYEES

The Contractor shall employ technically qualified and competent supervisors for the work who shall be available (by turn) throughout the working hours to receive and comply with instructions of the Employer / Architects. The contractor shall engage at least one experienced Engineer as site-in charge for execution of the work. The contractor shall employ in connection with the work persons having the appropriate skill or ability to perform their job efficiently.

The contractor shall not employ labour below the age of sixteen years and who is not an Indian National.

Any laborer supplied by the contractor to be engaged on the work on day work basis either wholly or partly under the direct order or control of the Employer or his representative shall be deemed to be a person employed by the contractor.

LOCAL LAWS, ACTS, REGULATIONS

The contractor should abide by the central labour regulation and also shall strictly adhere to all prevailing labour laws inclusive of contract labour (Regulation and abolition act of 1970) and

other safety regulations. The agency 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 tests.

- Minimum wages act, 1948 (Amended).
- Payment of wages act, 1936 (Amended).
- Workmen's compensation act 1923 (Amended).
- Contract labour Regulation and Abolition act 1970 and Central rules 1971 (Amended).
- Chief Labour Commissioner (C), Ministry of Labour & Employment vide Gazette notification No.F.No.1/13(3)/2017-LS-II dated 20th April 2017 on minimum wages.
- Apprentice act 1961 (Amended).
- Industrial employment (Standing order) Act 1946 (Amended).
- Personal injuries (compensation insurance) Act 1963 and other modifications.
- Employees' Provident Fund and Miscellaneous Provisions Act 1952 and amendment thereof.
- Shop and Establishment Act
- Employer's Liability Act.
- Any other Act or enactment thereof and rules framed there under from time to time.

The contractor shall keep the Employer saved harmless and indemnified against claims if any of the workmen and all costs and expenses as may be incurred by the Employer in connection with any claim that may be made by any workmen.

The contractor shall comply at his own cost with the order for requirement of any Health Officer of the State or any local authority or of the Employer regarding the maintenance of proper environmental sanitation of the area where the contractor's laborers are housed or accommodated, for the prevention of small pox, cholera, plague, typhoid, malaria and other contagious diseases. The contractor shall provide, maintain and keep in good sanitary condition adequate sanitary accommodation and provide facilities for pure drinking water at all times for the use of men engaged on the works and shall remove and clear away the same on completion of the works. Adequate precautions shall be taken by the contractor to prevent nuisance of any kind on the works or the lands adjoining the same.

The contractor shall arrange to provide first aid treatment to the laborers engaged on the works. He shall within 24 hours of the occurrence of any accident at or about the site or in connection with execution of the works report such accident to the Employer and also to the competent Authority where such report is required by law.

19. DISMISSAL OF WORKMEN

The contractor shall on the request of the Employer immediately dismiss from works any person employed thereon by him, who in the opinion of the Employer be unsuitable or incompetent or who may misconduct him. Such discharges shall not be the basis of any claim for compensation or damages against the Employer or any of their officer or employee.

20. ASSIGNMENT

The whole of the works included in the contract shall be executed by the contractor and the contractor shall not directly or indirectly transfer, assign or underlet the contract or any part, share or interest therein nor, shall take a new partner, without written consent of the Employer and no subletting shall relieve the contractor from the full and entire responsibility of the contract or from active superintendence of the work during their progress.

21. INSURANCE & DAMAGE TO PERSONS AND PROPERTY ETC.

The contractors under the terms of the contract are required to keep the works duly insured under CAR Policy (Contractor All Risk Policy) as well as third Party Insurance for the value of 110% of the Project value or Tender value until the Completion of the project or handing over whichever is later. The insurance policies should be taken in the joint names by the contractors and the same should be renewed at appropriate time.

The contractor shall be responsible for all injury to the work or workmen to persons, animals or things and for all damages to the structural and / or decorative part of property which may arise from the operations or neglect of himself or of any sub-contractor or of any of his or a sub-contractor's employees, whether such injury or damage arise from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this contract. The clause shall be held to include inter-alia, any damage to buildings whether immediately adjacent or otherwise, and any damage to roads, streets, foot paths or ways as well as damages caused to the buildings and the works forming the subject of this contract by rain, wind or other inclemency of the weather. The contractor shall indemnify the Employer and hold harmless in respect of all and any expenses arising from any such injury or damages to the person or property as aforesaid and also in respect of any claim made in respect of injury or damage under any acts on compensation or damage consequent upon such claim.

The contractor shall reinstate all damages of every sort mentioned in this clause so as to deliver the whole of the contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damages to the property of third parties.

The contractor shall affect the insurance necessary and indemnify the Employer entirely from all responsibility in this respect must be affected jointly in the name of the Employer and contractor and the policy lodged with the Employer. The scope of insurance is to include damage or loss to the contract itself till this is made over in a complete state. Insurance is compulsory and must be affected from the very initial stage. The contractor shall also be responsible for anything, which may be excluded from damage to any property arising out of incidents, negligence or defective carrying out of this contract.

The Employer shall be at liberty and is hereby empowered to deduct the amount of any damages, compensations, costs, charges and expenses arising or accruing from or in respect of any such claim or damages from any sums due to or to become due to the contractor.

22. MEASUREMENTS

Before taking any measurement of any work the Site Engineer or employer's representative shall give reasonable notice to the contractor. If the contractor fails to attend at the measurements after such notice or fails to countersign or to record the difference within a week from the date of

measurement in the manner required by Site Engineer or by the subordinate deputed by him as the case may be is final and binding on the contractor and contractor shall have no right to dispute the same.

The Employer / Architect shall issue a certificate after due scrutiny of the contractor's bill stating the amount due to the contractor from the Employer and the contractor shall be entitled to payment thereof, within the period of honoring certificates named in these documents.

23. PAYMENTS

All bills shall be prepared by the contractor in the form prescribed by the Employer's / Architects. Normally one interim bill shall be prepared each month subject to minimum value as stated in these documents. The bills in proper forms must be duly accompanied by detailed measurements in M-book in support of the qualities of work done and must show deductions for all previous payments, retention money, etc.

The Architect shall issue a certificate after due scrutiny of the contractor's bill stating the amount due to the contractor from the Employer and the contractor shall be entitled to payment thereof, within the period of honoring certificates named in these documents.

The Employer will deduct IT, other applicable taxes if any (but GST is reimbursable) and retention money as described in this document. The refund of retention money will be made as specified.

If the Employer has supplied any materials or goods to the contractor, the cost of any such materials or goods will be progressively deducted from the amount due to the contractor in accordance with the quantities consumed in the work.

All the interim payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the requiring of bad, unsound, and imperfect or unskilled work to be removal and taken away and reconstructed, or re-erected or be considered as an admission of the due performance of the contract, or any part thereof in any respect or the accruing of any claim, nor shall, it conclude, determine or affect in any way the power of the Employer under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within one week of the date fixed for completion of the work or of the date of certificate of completion and payment shall be made within one month from the date of receipt of the bill.

Final Payment

The final bill shall be accompanied by a certificate of completion from the Architects. Payments of final bill shall be made after deduction of Retention Money as specified, which shall be refunded after the completion of the Defects Liability Period after receiving the Branch Manager/Engineer's certificate that the contractor has rectified all defects to the satisfaction of the Employer. The acceptance of the payment of the final bill by the contractor would indicate that he has no further claim in respect of the work executed.

24. VARIATION / DEVIATION

The tender rates shall be fixed and applicable for any increase or decrease in the tendered quantities. The Employer / Architect can increase or decrease any quantities to any extent or even delete particular item as per the site requirements and the contractor shall not be paid anything extra on this account. Nothing extra will be paid by the Bank on account of omission / deletion of items or decrease in the quantity of items. The Bank shall not entertain any claim whatsoever from the contractor on this account.

The price of all additional items/non-tendered items will be worked out on the basis of rates quoted for similar items in the contract wherever existing. If similar items are not available, the rates for such items will be derived as per standard method of rate analysis based on prevalent fair price of labour, material and other components as required with 15% towards contractor's profit and overheads.

25. SUBSTITUTION

Should be contractor desire to substitute any materials and workmanship, he/they must obtain the approval of the Employer/ Architects in writing for any such substitution well in advance. Materials designated in this specification indefinitely by such term as "Equal" or "Other approved" etc. specific approval of the Employer / Architect has to be obtained in writing.

26. CLEARING SITE ON COMPLETION

On completion of the works the contractor shall clear away and remove from the site all machinery, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and the works clean and in a workmanlike condition to the satisfaction of the Employer/Architects.

27. DEFECTS AFTER COMPLETION

The contractor shall make good at his own cost and to the satisfaction of the Employer all defects, peeling off laminate, false ceiling cracks, or any other faults, which may appear within 12 months after completion of the work. In the default, the Employer may employ and pay other persons to amend and make good such damages, losses and expenses consequent thereon or incidental thereto shall be made good and borne by the contractor and such damages, loss and expenses shall be recoverable from him by the Employer or may be deducted by the employer, in lieu of such amending and making good by the contractor, deduct from any money due to the contractor a sum equivalent to the cost of amending such work and in the event of the amount retained being insufficient recover that balance from the contractor from the amount retained (retention money) together with any expenses the Employer may have incurred in connection therewith.

28. CONCEALED WORK

The contractor shall give due notice to the Employer/Architects whenever any work is to be covered up or finished up or otherwise becoming inaccessible later on, in order that the work may be inspected and correct dimensions taken before such covering, in default whereof the same shall, at the opinion of the Employer/ Architect be either opened up for measurement at the contractor's expenses or no payment may be made for such materials. Should any dispute or differences arise after the execution of any work as to measurements etc., or other matters which

cannot be conveniently tested or checked, the notes of the Employer / Architects shall be accepted as correct and binding on the contractor.

29. IDLE LABOUR

Whatever the reasons may be, no claim for idle labor, additional establishment cost of hire and labor charges of tools and plants would be entertained under any circumstances.

30. SUSPENSION OF WORK

If the contractor except on account of any legal restraint upon the Employer preventing the continuance of the work or in the opinion of the Employer shall neglect or fail to proceed with due diligence in the performance of his part of the contract or if he shall more than once make default, the Employer shall have the power to give notice in writing to the contractor requiring the work to be proceeded within a reasonable manner and with reasonable dispatch, such notice purport to be a notice under this clause.

After such notice shall have been given, the contractor shall not be at liberty to remove from the site of the works or from any ground contiguous thereto any plant or materials to subsist from the date of such notice being given until the notice shall have been complied with. If the contractor fails to start the work within seven days after such notice has been given to proceed with the works as therein prescribed, the employer may proceed as provided in clause 31 (Termination of Contract by Employer).

31. TERMINATION OF CONTRACT BY EMPLOYER

If the contractor being a company go into liquidation whether voluntary or compulsory or being a firm shall be dissolved or being an individual shall be adjudicated insolvent or shall make an assignment or a composition for the benefit of the greater part, in number of amount of his creditors or shall enter into a Deed or arrangement with his creditors, or if the Official Assignee in insolvency, or the Receiver of the contractor in insolvency, shall repudiate the contract, or if a receiver of the contractor's firm appointed by the court shall be unable within fourteen days after notice to him requiring him to do so, to show to the reasonable satisfaction of the employer that he is able to carry out and fulfill the contract, and if so required by the employer to give reasonable security therefore, or if the contractor shall suffer execution to be issued, or shall suffer any payment under this contract to be attached by or on behalf of and of the creditors of the contractor, or shall assign, charge or encumber this contract or any payments due or which may become due to contractor, there under, or shall neglect or fail to observe and perform all or any of the acts matters of things by this contract, to be observed and performed by the contractor within three clear days after the notice shall have been given to the contractor in manner hereinafter mentioned requiring the contractor to observe or perform the same or shall use improper materials of workmanship in carrying on the works, or shall in the opinion of the employer not exercise such due diligence and make such progress as would enable the work to be completed within due time agreed upon, and shall fail to proceed to the satisfaction of the employer after three clear das notice requiring the contractor so to do shall have been given to the contractor as hereinafter mentioned or shall abandon the contract, then and in any of the said cases, the Bank may notwithstanding previous waiver determine the contract by a notice in writing to the effect as hereinafter mentioned, but without thereby effecting the powers of the

employer of the obligations and liabilities of the contractor the whole of which shall continue in force as fully as if the contract, had not been so determine and as if the works subsequently executed by or on behalf of the contractor (without thereby creating any trust in favor of the contractor) further the employer or his agent, or servants, may enter upon and take possession of the work and all plants tools scaffolding sheds machinery, steam, and other power, utensils and materials lying upon premises or the adjoining lands or roads and sell the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other contractors or other persons or person to complete the works, and the contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractors or other persons or person employed from completing and finishing or using the materials and plants for the works when the works shall be completed, or as soon thereafter as conveniently may be the employer shall give notice in writing to the contractor to remove his surplus materials and plants and should the contractor to remove his surplus materials after receipt by him the employer may sell the same by Public Auction and shall give credit to the contractor for the amount so realized. Any expenses or losses incurred by the contractor for the amount so realized. Any expenses or losses incurred by the employer in getting the amount payable to the contractor by way of selling his tools and plants or due on account of work carried out by the contractor prior to engaging other contractors or against the Security Deposit.

32. ARBITRATION

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

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

- ii. The Assistant General Manager (Premises& Estate)/ Dy. General Manager (premises) shall give his decision in writing on the claims notified by the contractor. The contractor may within 30 days of the receipt of the decision of the Assistant General Manager (Premises& Estate)/ Dy. General Manager (premises) submit his claims to the conciliating authority namely the Circle Development Officer/General Manager (Corporate Services) for conciliation along with all details and copies of correspondence exchanged between him and the Assistant General Manager (Premises& Estate)/ Dy. General Manager (premises).
- iii. If the conciliation proceedings are terminated without settlement of the disputes, the contractor shall, within a period of 30 days of termination thereof shall give a notice to the concerned Chief General Manager/ Dy. Managing Director &Corporate Development Officer of the Bank for appointment of an arbitrator to adjudicate the notified claims failing which the claims of the contractor shall be deemed to have been considered absolutely barred and waived.
- iv. Except where the decision has become final, binding and conclusive in terms of the contract, all disputes or differences arising out of the notified claims of the contractor as aforesaid and all claims of the Bank shall be referred for adjudication through arbitration by the Sole Arbitrator appointed by the Chief General Manager/ Dy. Managing Director & Corporate Development Officer. It will also be no objection to any such appointment that the Arbitrator so appointed is a Bank Officer and that he had to deal with the matters to which the Contract relates in the course of his duties as Bank Officer. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid by the said Chief General Manager/ Dy. Managing Director &Corporate Development Officer. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

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

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

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

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

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

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

SPECIAL CONDITIONS OF CONTRACT

1. DRAWINGS AND SPECIFICATIONS

The works shall be carried out to the entire satisfaction of the EMPLOYER and the Architect, in accordance with the signed drawings and specifications and such further drawings and details as may be provided by the Architect/Employer, and in accordance with such written instructions, directions and explanations as may from time to time be given by the Employer/Architect, whose decision as to the sufficiency and quality of the work and materials shall be final and binding upon all parties. If the work shown on any such further drawings or work that may be necessary to comply with any such instructions directions or explanations, be in the opinion of the contractor extraction that comprised in or reasonably to be inferred from the contract he shall before proceeding with such work, give notice in writing to this effect to employer/Architect, and in the event of the employer/Architects agree to the same in writing the contractor shall be entitled to an allowance in respect of such extra work as on authorized extra. If the Architect and the contractor fail to agree as to whether or to there is an extra, then, if the Architect decided that the contractor is to carry out the said work, the contractor shall do so, and the question whether or not there is any extra, and if so the amount thereof, shall failing agreement, be settled by Arbitration as hereinafter provided, but such references shall in no way delay the fulfillment of this contract.

No drawings shall be taken as in itself an order for variation unless, in addition to the employer/Architect's signature, it bears express words stating that it is intended to be such an order or bears a remark '**VALID FOR EXECUTION**'. No claim for payment for extra work shall be allowed unless the said work shall have been executed under the provisions of clause 6 (Authorities notices, patent right and royalties) or by the Authorities of directions in drawing of the Architect as herein mentioned.

One complete set of the signed drawings and specification and scheduled of quantities shall be furnished by the Architect to the Contractor. The Architect shall furnish within such time, as he may consider reasonable, one copy of any additional drawing, which in his opinion, may be necessary for the execution of any part of work. Such copies shall be kept at the works, and the architect or his representatives shall, at all reasonable time have access to the same and shall be returned to the Architect by the contractor before the issue of the Final certificate. The contract shall remain in the custody of the Architect, and shall be produced by him at his office as and when required by the Employer or by the contractor.

2. INSPECTION OF DRAWINGS

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

3. EXECUTION OF WORK (PRICES TO INCLUDE)

The whole of the work is described in the contract a (including the schedule of Quantities, the specifications and all drawing pertaining there to) and as advised by Employer / Architect from

time to time is to be carried out and completed in all its parts to the entire satisfaction of the Employer /Architect. Any minor details of the work which may not have been definitely referred to in this contract, but which are usual in practice and essential to the work, are deemed to be included in this contract. Rates quoted in the Schedule shall be inclusive of all freights, Royalties, duties, etc., as well as transportation, so as to execute the contractor as per the rules and regulations of Local Bodies, State Government and Government of India.

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

- a) Labor, maintenance fixing, carrying, cleaning, making good, hauling, watering etc.
- b) Plant, machinery, scaffolding, framework, English ladders, ropes, nails, spikes, tools, materials and workmanship protection from weather, shuttering, temporary supports, platform and maintenance of the same.
- c) Covering for the walling and other works during inclement weather or striking or whenever directed as necessary.

The rates quoted by contractor shall include removal of all the existing furniture and other material & dispose them off where ever required including the furniture and material for which the contract has given the pay back offer.

4. SITE SUPERVISION

The contractor shall appoint at his own cost competent and adequate number of qualified Engineers at site, for (1) joint measurements and preparations of bills, (2) for testing materials at site and outside laboratory, (3) for other general supervision. Their appointment shall be approved by the Employer / Architect. The site Engineers shall not be removed from the site without the written consent of the Employer / Architect.

5. DIMENSIONS

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

6. PROGRAMME OF WORKS

Contractor shall have to prepare and submit the CPM/PERT charges for employer approval immediately after issue of the work order and display the approved charts in the site office. He shall also make bar charts indicating individual items and during the progress of work he shall update the bar charts showing the proportionate progress of work every week.

He shall strictly adhere to the program of works as per CPM/PERT charts showing the proportionate progress of work.

7. PROCUREMENT OF MATERIALS

Contractor shall procure all the materials for the work from the open market. Time is the essence of the contract. Acceptance of the completion date by the contractor shall mean that he has taken into consideration the availability of all material of approved make and quality in sufficient

quantities at site to enable him to complete the entire work in the stipulated period. Contractor will get sample of all materials approved by the Employer before placing order / purchase / procurement. They shall conform to I.S. codes and or tender specification as applicable.

For all materials the contractor shall quote for the best quality of the materials of best make / source or supply and it will be got approved by Employer before procurement. In case sufficient quantities of approved quality materials from approved source are not available in time, contractor may have to procure the same from neighboring area with longer leads as required and directed at no extra cost. The material will be, however as per relevant I.S code as and wherever applicable.

8. UNFIXED MATERIALS

When any materials intended for the works shall have been placed at site by the Contract, such material shall not be removed there from (except for the purposes of being used on the works) without the written authority of the Employer / Architect and when the contractor shall have received payment in respect of any certificate in which the architect shall have stated that he has taken in to account to value of such unfixed materials on the works such material shall become the property of the Employer and the contractor shall be liable for any loss or damage to any such materials.

9. CUSTODY AND SECURITY OF MATERIALS

The contractors shall be responsible for the custody and security of all materials and equipment at site and he will provide full time watchman / watchmen to lock after his materials, stores equipments etc.

10. RATES

Rates quoted by the contractor shall hold good for all the work carried out to any height and depth as shown in detailed drawings and as required and directed by the Architect.

Rates quoted by the contractor shall also hold good for any small work at any place at site.

11. PRICES FOR EXTRAS ETC., ASCERTAINMENT

The rates of extra items will be ascertained as below

- a) The rates will be derived from the rates of items already quoted in the original tender for the extra work.
- b) Where extra work cannot be properly measured or valued, the contractor shall be allowed any work prices at the net rates stated in the tender or the priced schedule of quantities, 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, the workmen's name) and materials employed at or before the end of the week following that in which the work has been executed.
- c) The measurements and valuations in respect of the extra items of contract shall be completed within the 'period of final measurement' or within three months of the completion of the contract works as defined under clause (Certificate of Virtual Completion)

12. EXTRA ITEMS RATES

The work or extra items shall be started only after the approval of extra items rates by client / Architect. Rates for additional or extra items work which cannot be derived from the contract item rates shall be calculated on the basis of actual cost plus 15 % for profit.

13. DRAWINGS AND INSTRUCTIONS

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

14. FAILURE BY CONTRACTOR COMPLY WITH ARCHITECT EMPLOYER'S INSTRUCTIONS

If the contractor after receipt of written notice from the employer/architect requiring compliance with such further drawings and / or instruction, fails within seven days to comply with the same, the Employer / Architect may employ and pay other persons to execute any such work whatsoever as may be necessary to give effect thereto and all cost incurred in connection there with shall be recoverable from the contractors by the Employer as a debit or may be deducted from any money due or which become due to the Contractors.

15. INFORMATION TO BE SUPPLIED BY THE CONTRACTOR

The contractor shall furnish the Employer / Architect the following:

- a) Detailed industrial statistics regarding the labor employed by him etc.
- b) The Power of Attorney, name and signature of his authorized representative who will be in charges for the execution of work.
- c) The list of technically qualified persons employed by him for the execution of this work.
- d) The total quantity and quality of materials used for the works.
- e) The list of plant and machinery employed for this work.

16. ARCHITECT'S DELAY IN PROGRESS

The Architect may delay the progress of the works in case of rains or otherwise, without vitiating the contract and grant such extension of time with the approval of the employer for the completion of the contract as he may think proper and sufficient in consequences of such delay, and the contractor, shall not make any claim for compensation or damage in relation thereto.

17. CERTIFICATE AND PAYMENTS

The contractor shall be paid by the Employer from time to time, by installments under interim Certificates to be issued by the Architect and Banks Engineer to the contractor on account of the works executed by the contractor when in the opinion of the Architect, work to the approximate value, named in the Appendix as 'Value of work for interim Certificates' (or less at the reasonable discretion of the Employer / Architect) has been executed in accordance with this contract, subject however, to a retention of the percentage of such value need in the Appendix

hereto mentioned as 'retention percentage for interim Certificates' until the total amount retained shall reach the sum named in the appendix as Total Retention money after which time the installments shall be up to the full value of the work subsequently so executed in the interim Certificate, such amount as he may consider proper on account materials delivered upon the site by the Contractor for use in the work.

And when the works have been virtually completed and the Architect shall have certified in writing that they have been completed, the contractor shall be paid in accordance with the Certificate issued by the Architect the sum of money named in the Appendix after satisfying themselves as 'Installment after Virtual Completion 'being a part of the said 'Total Retention Money'.

The Contractor shall be entitled to the payment of the final balance in accordance with the final Certificate to be issued in writing by the Architect at the expiration of the period refer to as ' The Defect Liability Period' in the Appendix hereto, from the date of Virtual Completion or as soon as after the expiration of such period as the work shall have been finally completed and all defect made good according to the true intent and meaning hereof, whichever shall happen, provided always that the issue by the Architect of any certificate during the progress of the works or after the completion shall not relieve the Contract from his liabilities in cases of fraud , dishonesty or fraudulent concealment relating to the works of materials or any matter dealt within the certificate, and in case of all defects and insufficiency in the works or materials which reasonable examination would have disclosed. No certificate of the Architect shall of itself be conclusive evidence that any works and materials to which it relates are in accordance with the contract.

The Architect shall have power to withhold any certificate if the works or any part thereof is not being carried out to his / employer satisfaction.

The Architect may by any Certificate make any correction in any previous Certificate, which shall have been issued by him.

18. DELAYED PAYMENTS

Any amounts payable by the Employer to the contractor in pursuance of any Certificate given by the Architect hereunder shall, if not paid within the 'Period of honoring of Certificate' no interest will be paid by the Employer.

19. FORCE MAJEURE

Neither party shall be held responsible by the other for breach of any condition of this agreement attributable to any 'Act of God' Act of state, lockout of control or any other reason, beyond the control of the parties and any breach of clauses arising from much force majeure conditions as aforesaid shall not be regarded as a breach of the provision of this Agreement.

20. INCOME-TAX

Income Tax shall be deducted at source by the client from the contractor' interim and final bill payments as per Statutory Regulations.

21. SITE MEETINGS

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

22. SCHEDULE OF APPROXIMATE QUANTITIES AND RATE

- 1) The quantities given herein are approximate and they are subjected to alterations omissions, deductions or additions as provided for in the conditions of this contract and do not necessarily show the actual quantities of the work to be done.
- 2) It is to be expressly understood that the measured work is to be taken net (notwithstanding) any custom or practice to the contrary according to the actual quantities when in place and finished according to the drawings or as may be directed from time to time by the employer and the cost calculated by measurements or weight, at the respective prices, without any additional charge for any necessary or contingent works connected there with. The rates quoted are for work in site and complete in every respects.
- 3) If any operation of work, which is specified in the respective items mentioned in the schedule of quantities, is not executed by the contractor then proportionately the rate quoted in the schedule shall be re-fixed.

23. ACTION WHERE THERE IS NO SPECIFICATION

In case of any class of work for which is there is no specification mentioned, the same will be carried out in accordance with the Indian Standards Specifications subject to the approval of the Employer / Architect.

24. ACCIDENT AT SITE

The contractor shall be responsible for the safety of persons employed by him on the works. This shall be without prejudice to the responsibility of the contractor under the Insurance Clause of the general conditions. Contractor shall take all precaution detailed in the safety code attached separately.

25. TYPOGRAPHICAL CLERICAL ERRORS

The Employer / Architect clarification regarding partially omitted particulars of typographical or Clericals errors shall be final and binding on the contractors.

26. WORK PERFORMED AT CONTRACTOR'S RISK

The contractor shall take all precautions necessary and shall be responsible for the safety of the work and shall maintain all lights, goods, signs, temporary passages or other protection necessary for the purpose. All works shall be done by the contractor's risk and if any loss or damage shall result from fire or from others cause, the contractor shall promptly repay or replace such loss or damage free from all expenses to the employer.

The contractor shall be responsible for any loss or damage to materials, tools or other articles used held for use in connection with the work. The work shall be carried on to completion without interferences with the operations of existing machinery or equipment, if any.

27. SPECIAL CONDITIONS OF CONTRACT

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

28. CONTRACTOR'S LABOUR REGULATIONS

Short Title:

- 1) These regulations may be called the "Contractor labour regulations."
- 2) **Definitions:** – in these regulations, unless otherwise expressed or indicated, the works and expressions shall have the meaning hereby assigned to them respectively, that is to say:
 - i. "Labour" means worker employed by the Bank's contractor directly or indirectly through a sub-contractor or other persons or by an agent on his behalf of a payment not exceeding Rs. _____/- per month and will not include supervisory staff like overseers etc.
 - ii. "Fair wages" means wages whether for time or piece work notified at the time of inviting tenders for the work and where such wages prescribed by the government of India in the ministry of labour and employment vide Sl. No. 1917 published in the gazette of India, extraordinary part - ii section (3) sub-section (ii) dated 19-5-1969.
 - iii. "Contractors" shall include every person whether a sub-contractor or headman or agent employing labour on the work taken on contract.
 - iv. "Wages" shall have the same meaning as defined in the payment of wages act and includes time and piece rate wages.
 - 2.a. Normally working hours if an adult employee should not exceed 9 hours a day and in case of a child 4 1/2 hours a day. The working day shall be so arranged that inclusive of interval for rest, if any, it shall not spread over more than 12 hours on any day.
 - 2.b. When an adult worker is made to work for more than 9 hours on any day or for more than 48 hours in any week. he shall be paid overtime for the extra hours put in by him at double the ordinary rate of wages. Children shall not be made to work extra.
 - 2.c. Every worker shall be given a paid weekly holiday normally on Sunday in accordance with the provisions of minimum wages (central) rules, 1960 as amended from time to time irrespective of whether such worker is governed by the minimum wages act 1948 or not.
- 3) **Display of notice regarding wage etc. the contractor shall:**
 - a) Before the commences his work on contract, display and correctly maintain and continue to display correctly maintain in a clean legible condition in conspicuous places on the work, notice in English and in the local Indian language spoken by the majority of workers, giving the rate of wages which have been certified by the executive engineer, ZONAL labour commissioner fair as wages and the hours of work for which such wages are earned, and
 - b) Send a copy of such notices to the certifying officer.

4) Payment of wages under central govt. wages act: –

- i. Wages due to every worker shall be paid to him direct.
- ii. All wages shall be paid in current coin or currency or in both.
- iii. Arrears claimed after 3 months after the completion of the work shall not be entertained.

5) Fixation of wage periods: –

- i. The contractor shall fix the wage periods in respect of which the wages shall be payable. The minimum daily rates of wages fixed under notification of the government of India in the ministry of labour and employment no. 1972 dated 10-5-78 are inclusive of wages for weekly day of restyle and the question of extra payment for week holiday would not arise.
- ii. No wage period shall exceed one month.
- iii. Wages of every employed on the contract shall be paid
 - (a) in case of establishments in which wage period is one week within 3 days from the end of the wage period and
 - (b) in the case of other establishments before the expiry of the 7th day or 10th day from the end of the wages period according to the number of workers employed in such establishment does not exceed 1000 or exceeds 1000.
- iv. When the employment of any worker is terminated by or on behalf of the contractor the wages earned by him shall be paid before the expiry the day exceeding the one on which his employment is terminated.
- v. All payment of wages shall be made on a working day except when the work is completed before the expiry of the wage period in which case final payment shall be made within 48 hours of the last working day at work site and during the working time.

Note: The term "working day" means a day on which work on which the labor employed is in progress.

6) Wage book and wage slips etc.

The contractor shall maintain a wage book of each worker in such form as may be convenient at the place of work, but the same shall include the following particulars:-

- a) Name of the worker.
- b) Rate of daily or monthly wages.
- c) Nature of work on which employed.
- d) Total number of days worked during each wage period.
- e) Dates and periods for which worked overtime.
- f) Gross wages payable for the work during each wage period.
- g) All deductions made from the wage with an indication in each case of the ground for which the deduction is made.
- h) Wages actually paid for each wage period.
- i) Signature or thumb impression of the worker.
- j) The contractor shall also issue a wage slip containing the aforesaid particulars to each worker employed by him on the work at least a day prior to the day of disbursement of wages.

- k) The contractor shall issue the employment card in the prescribed form iii to each worker on the day of work or entry in to his employment. If the worker has already any such card with him from the previous employer, the contractor shall merely endorse that employment card with relevant entries. On termination of employment the employment card shall again be endorsed by the contractor and returned to the worker.
- l) The contractor shall issue an attendance-cum-wages card as perform: Attached to each worker on the day of each worker on entry into his employment.

7) Register of unpaid wages:

The contractor shall maintain a register of unpaid wages in such form as may be convenient at the place of work but the same shall include the following particulars:

- a) Full particulars of the laborers where wages have not been paid.
- b) Reference number of the muster roll and wage register.
- c) Rate of wages.
- d) Wage period.
- e) Total amount not paid.
- f) Reasons for not making payment
- g) How the amount of unpaid wages was utilized.
- h) Acquaintance with dates.

8) Register of accidents:

The contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars:

- a) Full particulars of the laborers who met with accident.
- b) Rate of wages.
- c) Sex.
- d) Age.
- e) Nature of accident and cause of accident.
- f) Time and date of accident.
- g) Date and time when admitted in hospital.
- h) Date of discharge from the hospital.
- i) Period of treatment and result of treatment.
- j) Percentage of loss of earning capacity and disability as assessed by the medical officer.
- k) Claim required to be paid under worker's compensation act.
- l) Date of payment of compensation.
- m) Amount paid with details of persons to whom the same was paid.
- n) Authority by whom the compensation was assessed.
- o) Remarks.

9) Fines and deductions which may be made from wages:

The wages of a worker shall be paid to him without any deduction of any kind except the following:

- a) Fines.

- b) Deduction for absence from duty i.e. from the place or the places whereby terms of his employment he required to work. The amount of deduction shall be in proportion to the period for which he was absent.
- c) Deduction for damage to or loss of goods expressly entrusted to the employed person for custody, or loss of money or any other deduction which he is required to account, where such damage or loss is directly attributable to this neglect or default.
- d) Deduction for recovery of advances or for adjustment of over-payment of wages, advance granted shall be entered in a register.
- e) Any other deduction which the central government may from time to time allow.
- f) No fine should be imposed on any worker save in respect of such acts and omission on his part as have been approved by the chief labour commissioner.
- g) No fine shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.
- h) The total amount of fine which may be imposed in any one wage period on a worker shall not exceed an amount equal to three paise in a rupee of wages, payable to him in respect of that wage period.
- i) No fine imposed on any worker shall be recovered from him by installment, or after the expiry of sixty days from the date on which it was imposed.
- j) Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.

10) Register of fines, etc.:

- i. The contractor shall maintain a register of fines and a register of deduction for damage or loss in form nos. 1 & 2 respectively which should be kept at the place of work.
- ii. The contractor shall maintain both in English and the local Indian language, a list approved by the chief labour commissioner clearly stating the acts and omissions for which penalty or fine may be imposed on a workman and display it in a good condition in a conspicuous place of the work.

11) Preservation of registers: –

The wage book the wage slips, the register of unpaid wages, the register of accidents, the register of fines, deductions required to be maintained under these regulations shall be preserved for 45 days after the date of last entry made in them and shall be made available for inspection by the engineer-in-charge labour welfare officer or any other officer authorized by the chief labour commissioner in this behalf.

12) Powers of labour welfare officer to make investigation or enquiry

The labour welfare officer or any other person authorized by the central government on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of the fair wage clauses and provisions of these regulations. He shall investigate into any complaint regarding the default made by the contractor or sub-contractor in regard to such provision.

13) Report of labour welfare officer

The labour welfare officer or other persons authorized as aforesaid shall submit a report of result of his investigation or enquiry to the executive engineer concerned indicating the extent, if any, to which the default has been committed, with a note that necessary deduction from the contractor's bill be made and the wages and other dues be paid to the laborers concerned. In case an appeal is made by the contractor under clause 14 of these regulations actual payment to the laborers will be made by the executive engineer after the zonal labour commissioner has given his decision on such appeal.

The executive engineer shall arrange payments to the labors concerned within 45 days from the receipt of the report from the labour welfare officer or the zonal labour commissioner as the case may be.

14) Appeal against the decision of labour welfare officer:

Any person aggrieved by the decision and recommendations of the labour welfare officer or other person so authorized may appeal against such decision to the zonal labour commissioner concern within 30 days from the date of decision, forwarding simultaneously a copy of his appeal to the executive engineer concerned but subject to such appeal, the decision of the officer shall be final and binding upon the contractor.

15) Prohibition regarding representation through lawyer:

- i.** A workman shall be entitled to be represented in any investigation or enquiry under this regulation by:
 - a)** An officer of a registered trade union of which he is a member.
 - b)** An officer of a federation of trade unions to which the trade union referred to in clause (a) is affiliated.
 - c)** Where the employee is not a member of any registered trade union, by any officer, of a registered union, connected with, or by any other workman, employed in the industry in which the worker employed.
- ii.** An employer shall be entitled to be represented in any investigation or enquiry under this regulation by:
 - a)** An officer of any association of employers of which he is a member.
 - b)** An officer of a federation of association of employers to which the Association referred to in clause (a) is affiliated.
 - c)** Where the employer is not a member of any association of employers' by an officer of association of employers connected with or by any other employer, engaged in the industry in which the employer is engaged.
- iii.** No party shall be entitled to be represented by a legal practitioner in any investigation or enquiry under these regulations.

16) Inspection of books and slips:

The contractor shall allow inspection of the wage books and the wage slips the register of unpaid wages, the register of a accident, and the register of fines and deduction to any of his workers or to his agent at a convenient time and place after due notice is received or to the labour welfare officer or any other person authorized by the central government on his behalf.

17) Submission of returns:

The contractor shall submit periodical returns as may be specified from time to time.

- **Amendment:** the central government may from time to time add to or amend the regulation and on any question as to the application, interpretation or effect of these regulations the decision of the chief labour commission or deputy chief labour commission to the government of India, or any other person authorized by the central government in that behalf shall be final.

- **Safety code**

Scaffolds:

- 1) Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. when a ladder is used an extra mazdoor shall be engaged for holding the ladder and if the ladder used for carrying material as will, suitable footholds and hand holds shall be provided on the ladder and the ladder shall be given an inclination not steeper than 1/4 to 1 (1/4) horizontal and 1 vertical).
- 2) Scaffolding or staging more than 4m. above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached bolted, braced and otherwise secured at least 3 feet high above the floor or platform of such scaffoldings or staging and extending along the entire length of the outside and ends there of with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
- 3) Working platform, gangways, and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 12 feet above the ground level on the floor level. They should be closely boarded, should have adequate width and should be suitably fastened, as described in (ii) above.
- 4) Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be -3'0". Wherever there are open excavations in ground, they shall be fenced off by suitable railing and danger signals installed at night so as to prevent persons slipping into the excavations.
- 5) Safe means of access shall be provided to all working platforms and the working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m. In length while the width between sides rail in rung ladder width shall in no case be less than 290mm. For ladder up to and including 3m. In length. For longer ladders this width should be increased at least 20mm. for each additional meter or length.
- 6) A sketch of the ladders and scaffolds proposed to be used shall be prepared and approval of the engineer obtained prior to construction.

Other safety measures

- 7) All personnel of the contractor working within the plant site shall be provided with safety helmets. All welders shall wear welding goggles while doing welding work and all metal workers shall be provided with safety gloves. Persons employed on metal cutting and grinding shall wear safety glasses.
- 8) Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public.

LIST OF APPROVED MAKES OF MATERIALS

S. No.	Names of materials	Approved Makes
1.	Anti-termite chemicals	Chloropyrifos 20% EC, Lindane 20% EC, Imidacloprid 30.5% SC
2.	Cement	ACC, Ultra Tech, Zuari, Penna or equivalent
3.	Steel	Tata Tiscon, SAIL, Jindal, Vizag or equivalent
4.	Tiles (Vitrified/Anti-skid)	Somany, Johnson, Kajaria, RAK, Nitco.
5.	Paints	Asian, ICI Dulux, Nerolac, Berger (Premium)
6.	Kitchen sink	CERA, Kaff, Nirali, Parryware, Blue Star, Hindware, Franke
7.	UPVC Window	Fenesta, LG, Wintech or equivalent
8.	Flush Door	Archid ply, Green Ply, Sharon ply, Century ply, Kitply, Anchor, Merino or Equivalent
9.	Door Locks, all door & allied hardware fittings	Godrej, Dorma, Hafele, Dorset, Ebco or equivalent
10.	Aluminium composite panel ACP	Alucobond, Alcopanel, Eurobond or equivalent
11.	Clear float glass / Tinted glass / Mirror	Saint-Gobain, Indo – Ashahi, modi-guard or equivalent
12.	Sanitary Fittings	Parryware, Hindware, Kohler, Jaquar, Cera, Parryware, Toto, RAK, Duravit, Tessa, Eros, Grohe or Equivalent
13.	Sanitary wares	Parryware, Hindware, Kohler, Jaquar, Cera, Parryware, Toto, RAK, Duravit, Tessa, Eros or Equivalent
14.	Water supply, Soil, Waste & Vent Pipes	Supreme/Prince/Ashirvad/ Finolex/ Astral flow guard & equivalent
15.	Water Proofing Component	Fosroc, Cera-chem, Dr.Fixit or equivalent
16.	Plywood, Block board	Archid ply, Green Ply, Sharon ply, Century ply, Kitply, Anchor
17.	Laminate	Greenlam, Sunmica, Formica, centuryply, Merino, Durian, Royal Touch, AICA, Archid
18.	Paint for wooden beadings	PU paint in Asian, Berger, Dulux or Duco paint
19.	Emulsion paint , OBD, Enamel	Asian , Berger, ICI, Nerolac, Dulux
20.	Varnish	Asian, Sheenlac

21.	Melamine	Asian, Sheenlac MRF
22.	Wood	First / second class teakwood / salwood / White Cedar wood to IS :4021 of good quality, well-seasoned and free from defects for wall paneling partitions and other works
23.	Furniture hardwares	Ebco, Ozone, Godrej
24.	Door closers / Floor spring	Dorma ,Hettich, Hafele
25.	Door Locks / Handles	Dorma, Godrej, Europa
26.	Vertical Blinds	Vista, Aerolux, Marvel, DDecor
27.	Vinyl Flooring	Armstrong, LG
28.	Pre laminated particle board	Novapan ,Archid, Merino
29.	MDF Interior / exterior grade	Nuwud , Duratuff
30.	Gypsum false ceiling	Saint Gobain / Gypsum India/LaFarge / USG Boral
31.	Mineral Fibre Board	Armstrong , USG , AMF
32.	Glass patch fittings	Dorma, Hafele, Hettich

DECLARATION

PROPOSED INTERIOR WORKS AT THE NEWLY IDENTIFIED PREMISES FOR TADEPALLIGUDEM BRANCH (00922) OF RBO-05, TADEPALLIGUDEM.

Premises of State Bank of India and I/We have made me/ us fully acquainted with the local conditions in and around the sites of works, aware that work spot is running branch/new premises and lay out drawings of works, drawings of each item etc. complete.

I/We hereby declare that I/ We have carefully gone through the conditions laid down in the Notice Inviting Tender, General notes, General Conditions of Contract, Special conditions, Schedule of approximate quantities and rates , Form of Agreement, General Specification, Approved manufacturers/ natural source of materials (i.e. all parts of Technical bid), Technical Specifications of schedule of quantities (i.e. all parts of Price bid), and clearly understood all the same and on the basis of the same I/ We have quoted our rates in the Schedule of Quantities/BOQ attached with the tender documents.

We accept all the terms and conditions of tender documents. We will abide by the technical specification mentioned in the tender. We here by undertake to use only specified material/ make as per the tender schedule.

I/ We hereby declare that, in particular during execution of all works at site; it will be my/ our sole responsibility to strictly adhere to/ meticulously follow the General Specification, Approved manufacturers/ natural source of materials, Technical Specifications of schedule of quantities, all drawings of layout and items.

For any type of deviation (to any of above or subsequent instructions), it will be my/ our responsibility to obtain the written instruction of the Engineer-in-charge for the same failing which it shall be deemed that I have carried out any such deviations at my own and I shall be duty bound to replace the all deviated material/ works from the site at my/ our cost as well as I shall be liable to penalized by the employer as deemed fit and for all such loses made thereof, I/ we shall not have any right to arbitrate in any manner.

I/ We hereby declare that I/ We shall obtain necessary drawings of items from employer in time and also shall uniformly maintain such progress as may be directed by the employer to ensure completion of same within the target date/ time as mentioned in the tender document.

Date:

Signature and seal of Contractor/ Tenderer

Witness:

- 1.
- 2.

NOTE

ANY CLARIFCATIONS SOUGHT AFTER OPENING OF THE TENDERS WILL NOT BE ENTERTAINED AT ANY COST.