STATE BANK OF INDIA
RBO NASHIK RURAL

INVITES

e-TENDERS (TWO-BID-ONLINE - ITEM RATE TENDER)
Note: Firm should possess valid digital signature for this e-tender.

FROM

EMPANELLED CONTRACTORS WITH SBI LHO MAHARASHTRA
UNDER THE CATEGORY OF
ELECTRICAL WORKS
ABOVE RS. 10 LACS

TECHNICAL BID DOCUMENT

FOR
ELECTRICAL WORKS

FOR

ELECTRICAL WORKS OF TRIMBAKESHWAR BRANCH

TENDER SUBMITTED BY:

NAME : _____

ADDRESS : _____

_____

STATE BANK OF INDIA
RBO NASHIK RURAL

TENDER NOTICE CHART

TENDER ID	**NSK-NSKR 20260901 DATED 22-09-2026**
NAME OF WORK	**ELECTRICAL WORK**
FOR BRANCH/ LOCATION	**ELECTRICAL WORKS OF TRIMBAKESHWAR BRANCH**
TENDERING PERIOD & ISSUE OF TENDER DOCUMENTS	**22-09-2026 TO 09-10-2026** **TO BE DOWNLOADED FROM BANK'S WEBSITE**www.sbi.co.in under <Link>procurement news
EMPANELLED CONTRACTORS WITH SBI LHO MAHARASHTRA UNDER THE CATEGORY OF	**ELECTRICAL WORKS ABOVE RS.10 LACS**
ADDREESS FOR SUBMISSION OF EMD AND HARD COPIES OF TENDER DOCUMENT	**Manager(Electrical), Administrative Office, Chh Shambajinagar, plot no.79, N5, Town center, CIDCO-431003.**
EMD	**11000** **In the Form of DD(Bankers cheque will not be accepted) and In the Name of State Bank of India Payable at Chatrapati shambaji nagar.** **A Bid Security Declaration as per format (Annexure-II) has to be uploaded in the portal. Tender will be rejected if EMD is not submitted in hard copy.**
TIME ALLOWED FOR COMPLETION OF WORK	**90 Days from date of acceptance of work order.**
VALUE OF INTERIM CERTIFICATE	**NIL**
LAST DATE & TIME FOR ONLINE SUBMISSION OF E-TENDERS (BOTH TECHNICAL & PRICE BIDS)	**09-10-2026 At 15:00 HRS**
DATE OF OPENING OF E- TENDERS	**09-10-2026 At 15:30 HRS** 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.
FOR TECHNICAL QUERIES	Manager (Electrical) AO Amravati, 8886034541. nagendra.arepalli@sbi.co.in
FOR E-TENDER QUERIES	+91 9904406300 | +91 9510812960 | +91 9265562821 | +91 6354919566 e-mail: etender.support@sbi.co.in

Signature of Contractor with stamp

NOTICE INVITING TENDER

SBI invites **e-tenders (Two bid - item rate)** from contractors empanelled **with SBI, LHO MAHARASHTRA** for the specified work and category **AS STATED IN TENDER NOTICE CHART**

SN	Particulars	Details
1.	Name of work	**AS STATED IN TENDER NOTICE CHART**
2.	Nature of Work	**AS STATED IN TENDER NOTICE CHART**
3.	Time allowed for completion	**AS STATED IN TENDER NOTICE CHART**
4.	Earnest Money Deposit	**11000** **A Bid Security Declaration as per format (Annexure-II) has to be submitted along with technical bid**
5.	Security Deposit (SD)	For the successful bidder, total security deposit shall be 5% of the contract value. Out of this, 2% of the contract value will be in the form of Initial Security Deposit (ISD); which includes the EMD. Balance 3% shall be deducted from the running account bill of the work at the rate of the 10% of respective running account bill i.e. deduction from each running bill account will be 10%, till the 3% of the contract value is achieved and total of 5%. In case running bills are not paid/submitted, whole 3% of the remaining ISD will be deducted from the final bill paid.
6.	Address for submission of EMD and technical bid	**AS STATED IN TENDER NOTICE CHART**
7.	Date of issue of tender documents (Technical Bid & Price Bid)	**AS STATED IN TENDER NOTICE CHART** **TO BE DOWNLOADED FROM THE BANK'S WEBSITE**www.sbi.co.in under <Link>procurement news.
8.	Last date & time for online submission of both technical and price bids	**AS STATED IN TENDER NOTICE CHART**at Service Provider's portal https://etender.sbi/SBI/
9.	Date and Time of opening of Tenders	**AS STATED IN TENDER NOTICE CHART**at Service Provider's portal https://etender.sbi/SBI/
10.	Defects Liability / Warranty period	**1-year from the date of installation for free replacement for any manufacturing defect(excluding damages due to natural calamities**).
11.	Liquidated Damages	**0.50% per week subject to max. 5% of contract amount for delay in completion of work.**
12.	Validity of offer	**90 days from the date of opening of Price-bid**
13.	Value of Interim Certificate	**AS STATED IN TENDER NOTICE CHART** No advance on materials / plant / machinery or mobilization advance shall be paid under any circumstances

 Signature of Contractor with stamp

14.	Agencyforarranginge-Tender/online bidding	e- Procurement Technologies Limited, Ahmedabad Mr. Jayprakash Kuhada, Contact No.:- 079-68136810/ +91-7990335262. Email : jayprakash@auctiontiger.net +91 9904406300 | +91 9510812960 | +91 9265562821 | +91 6354919566 e-mail: etender.support@sbi.co.in
15.	QUOTED RATE	Thequotedrateshallbeinclusiveofmaterials,labourwages,fixtures,transportation,installationalltaxes(excludingGST),wastages,octroi,machinery, temporary works, such as scaffolding,cleaning,overheads,profit,statutoryexpenses,incidentalchargesandallrelatedexpensestocompletethe work.
16.	**Submission of Technical Bid (online and Hard Copy)**	**Contractors shall Download the entire Technical Bid to get acquainted with the terms and conditions and shall upload compulsorily the pages numbered from 1 to 10 of the technical bid without fail in the e-tendering portal after putting the signature and seal. Failing to upload as stated above, the tender will be rejected.** **However, L1 Tenderer should submit the whole technical bid spirally bound duly signed with company seal and date to this Office within 3 days of receipt of confirmation.**

17. The Contractor/ Vendor shall sign and stamp each page of the tender document thereby ensuring the number and sequence of all pages. Tender documents without seal and signature of the authorized tenderer are liable to be rejected.

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

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

20. 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.

Sd/-

AGM RBO NASHIK RURAL

(Annexure I)

LETTER OF UNDERTAKING

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

THE REGIONAL MANAGER
STATE BANK OF INDIA, REGIONAL BUSINESS OFFICE,
NASHIK RURAL
Dear Sir,

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

MEMORANDUM

(a)	Description of work	(AS STATED IN TENDER NOTICE CHART)
(b)	Earnest Money	(AS STATED IN TENDER NOTICE CHART) **A Bid Security Declaration as per format (Annexure-II) has to be submitted along with technical bid**
(c)	Time allowed for completion of the Works from Seven day after the date of written Order or date of handing over of the site (Whichever is later) to commence the work	(AS STATED IN TENDER NOTICE CHART)

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

2) I / We have deposited a sum of (AS STATED IN THE TENDER NOTICE CHART))of the total tender amount as Earnest Money with the SBI which amount is not to bear any interest. Should I / We fail to execute the Contract when called upon to do so I / We do hereby agree that this sum shall be forfeited by me/us to State Bank of India.

3) I/ We understand that as per terms of this tender, the SBI may consider accepting our tender in part or whole or may entrust the various work proposed in phases. We, therefore, undertake that we shall not raise any claim/ compensation in the eventuality of Bank deciding to drop any of the work from the scope of work of this tender at any stage during the contract period. Further, we also undertake to execute the work entrusted to us in phases on our approved rates and within stipulated time limit without any extra claim for price escalation as also provided for in the clause 11.1.6 "Instructions to Tenderers" of this tender.

 Signature of Contractor with stamp

4) I/ We, hereby, also undertake that, we will not raise any claim for any escalation in the prices of any of the material during the contract/execution/completion period including authorized extended contract period, if any.

5) Our Bankers are:
I)

ii)

The names of partners of our firm are:
i)

ii)

Name of the partner of the firm
Authorised to sign
Or
(Name of person having Power of
Attorney to sign the Contract.
(Certified true copy of the Power
of Attorney should be attached)
Yours faithfully,
Signature of Contractors.
Signature and addresses of Witnesses
i)

ii)

(Annexure II)

FORMAT OF BID SECURITY DECLARATION FROM BIDDERS IN LIEU OF EMD
(On Bidders Letterhead)

I/We, the authorised signatory of M/s _____ Participating in the tender for the Electrical Works of Proposed Rural Self Employment Training Institute at Nandurbar, Maharashtrafor State Bank of India, do hereby declare: 6) That I/ we have availed the benefit of waiver of EMD while submitting our offer against the subject, and no EMD being deposited for the said tender. That in the event we withdraw/ modify our bid during the period of validity OR I/ we fail to execute the formal contract agreement within the given timeline 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 the period of one year from the date of committing such breach.

Signature & seal of Authorised Signatory of Bidder_____

Name of the Authorised Signatory_____
Company Name_____

SAMPLE BUSINESS RULE DOCUMENT

(A) BusinessrulesforE-tendering:

(a) Only empanelled contractors with SBI under appropriate category who are invited by theProjectArchitect/ SBIshall onlybe eligible toparticipate.
(b) SBI will engage the services of an E-tendering service provider who will provide necessarytraining andassistancebeforecommencementof online bidding onInternet.
© In case of e-tendering, SBI will inform the vendor in writing, the details of service provider toenablethemto contactandgettrained.
(d) Business rules like event date, closing and opening time etc. will be communicated throughserviceprovider for compliance.
(e) Contractors have to send by email, the compliance form in the prescribed format (provided byserviceprovider),beforestartofE-tenderingwithoutwhich,bidderswillnotbeeligibletoparticipateinthe biddingprocess.
(f) Thecontractorswillberequiredtosubmitthehardcopyof EMDandproofoftenderapplication copies in sealed envelope to the office **AS STATED IN THE TENDER NOTICE CHART** by the stipulated date andtime. Contractors not submitting any one or more documents shall not be eligible to participate intheonline price bidding.
(g) E-tenderingwillbeconductedonscheduleddateandtime.

(h) The e-tendering will be treated as closed only when the bidding process gets closed in allrespects for the itemlistedinthe tender.

Terms&conditionsofE-tendering:

SBI Limited shall finalize the Tender through e-tendering mode for which M/s. e-ProcurementTechnologiesLimited, Ahmedabad hasbeen engaged bySBIan authorized serviceprovider.Please go through the guidelines given below and submit your acceptance to the same along withyourCommercialBid.
(a) E-tendering shall be conducted by SBI through M/s. e-Procurement Technologies Limited,Ahmedabad, 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 beensured by Contractors themselves. In the event of failure of their Internet connectivity, (due toany reason whatsoever it may be) it is the bidders' responsibility. In order to ward-off suchcontingent situation, bidders are requested to make all the necessary arrangements / alternativessuch as back-up power supply etc. whatever required so that they are able to circumvent suchsituation and still be able to participate in the E-tendering successfully. Failure of power at thepremisesofContractorsduringtheE-tenderingcannotbethecausefornotparticipatingintheE- tendering. On account of this, the time for the E-tendering will not be extended and SBI shall notberesponsiblefor sucheventualities.
(b) M/s. e-Procurement Technologies Limited, Ahmedabad, shall arrange to train your nominatedperson(s), without any cost to you. They shall also explain you all the Rules related to the E-tendering.You arerequiredtogiveyourcomplianceonitbeforestartofbidprocess.
(c) BIDDING CURRENCY AND UNIT OF MEASUREMENT: Bidding will be conducted in Indiancurrency &Unit ofMeasurement willbe displayedin Online E-tendering.
(d) BID PRICE: The Bidder has to quote the rate as per the Tender Document provided by SBIfrom their appointedArchitects.
(e) VALIDITY OF BIDS: The Bid price shall be firm for a period specified in the tender documentand shall notbesubjected to anychangewhatsoever.
(f) ProcedureofE-tendering:

Onlinee-tendering:

(i) The hard copy of Technical as well as Price Bids will be available on the Bank's website duringtheperiodspecifiedinthe NIT.
(ii) Online e-tendering is open to the empanelled bidders who receive NIT from the SBI/ Architectand qualified for participating in the Price Bidding as provisions mentioned herein above throughSBIapprovedservice provider.
(iii) The Price-Bid shall be made available online by the Service Provider wherein the contractorswillbe requiredto fill-intheirItem-wise ratesforeachitem.

(iv) The Contractors are advised not to wait till the last minute to submit their online item-wisequote in the price bid to avoid complications related with internet connectivity, network problems,system crashdown, power failure,etc.

(v) It is mandatory to all the bidders participating in the price bid to quote their rates for each andeveryitem.
(vi) In case, contractor fails to quote their rates for any one or more tender items, their tendershallbetreatedas**"IncompleteTender**"andshallbe liablefor rejection.
(I) **LOG IN NAME & PASSWORD:** Each Bidder is assigned a Unique User Name & Password byM/s. e-Procurement Technologies Limited, Ahmedabad. The Bidders are requested to change thePassword after the receipt of initial Password from M/s. e-Procurement Technologies Limited,Ahmedabad. All bids made from the Login ID given to the bidder will be deemed to have beenmadebythe bidder.
(J) BIDS PLACED BY BIDDER: Bids will be taken as an offer to execute the work as specified. Bidsonce made, cannot be cancelled / withdrawn and the Bidder shall be bound to execute the work atthequotedbidprice.IncasetheL-1Bidderbacksoutorfailtocompletetheworkaspertherates quoted, SBI shall at liberty to take action as deemed necessary including de-panelling suchcontractorsandforfeitingtheir EMD.
(K) AttheendoftheE-tendering,SBIwilldecideuponthewinner.SBIdecisiononawardof Contractshallbefinalandbindingonalltheabidders.

(L) SBI shall be at liberty to cancel the E-tendering process / tender at any time, before ordering,withoutassigninganyreason.
(M) SBI shall not have any liability to bidders for any interruption or delay in access to the siteirrespectiveofthe cause.
(N) Othertermsandconditionsshallbeasperyourtechno-commercialoffersandothercorrespondencestill date.

OTHERTERMS&CONDITIONS:

(i) TheBiddershallnotinvolvehimselforanyofhisrepresentativesinPricemanipulationofanykind directly orindirectly bycommunicating with othersuppliers/bidders.
(ii) The Bidder shall not divulge either his Bids or any other exclusive details of SBI to any otherparty.
(iii) SBIdecisiononawardofContractshallbefinalandbindingonalltheBidders.

(iv) SBI reserve their rights to extend, reschedule or cancel any E-tendering within its solediscretion.
(v) SBIor its authorized service provider M/s. e-Procurement Technologies Limited, Ahmedabadshallnothaveanyliabilitytobiddersforanyinterruptionordelayinaccesstothesiteirrespectiveofthe cause.
(vi) SBIoritsauthorizedserviceproviderM/s.e-ProcurementTechnologiesLimited,Ahmedabadis not responsible for any damages, including damages that result from, but are not limited tonegligence.
(vii) SBI or itsauthorized service M/s. e-Procurement Technologies Limited, Ahmedabadwill not be held responsible for consequential damages, including but not limited to systemsproblems,inability tousethesystem,lossofelectronicinformationetc.

Note:

AlltheBiddersarerequiredtosubmitthefollowingProcessComplianceStatementdulysignedtoM/s.e-Procurement TechnologiesLimited, Ahmedabad.
Allthebiddersarerequestedtoensurethattheyhaveavaliddigitalsignaturecertificatewellinadvancetoparticipatein the onlineevent.

Process Compliance Statement (Annexure III)

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

To,
E-Procurement Technologies Ltd. (Auction Tiger)
B-704 Wall Street - II,
Opp. Orient Club,
Nr. Gujarat College, Ahmedabad - 380 006.
Gujarat State, India
E-mail: Ms.Khusboo-9510813528 Or Ms. Priyanka, Buisiness Developmnent Executive Phone: 079- 40016815/24/26/14, Cell 079 68136856, Email: priyanka@auctiontiger.net, Website : https://etender.sbi

Sub: Tender for (AS STATED IN TENDER NOTICE CHART)

Dear Sir,

This has reference to the Terms & Conditions for the online tendering mentioned in the Tender document

This letter is to confirm that:

1) The undersigned is authorized representative of the company.
2) We have studied the Commercial Terms and the Business rules governing the Reverse Auction as mentioned in RFP of SBI as well as this document and confirm our agreement to them.
3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
4) We confirm that SBI and ETL shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-auction platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the auction event.
5) **We also confirm that we have a valid digital signature certificate issued by a valid Certifying Authority.**
6) We, hereby confirm that we will honor the Bids placed by us during the auction process.

With regards,
Date:
Signature with company seal
Name:
Company / Organization:
Designation within Company / Organization:
Address of Company / Organization:

INSTRUCTIONS TO THE TENDERERS

1.0 Scope of work : AS GIVEN IN TENDER NOTICE CHART

1.1 Site and its location : AS GIVEN IN TENDER NOTICE CHART

2.0 Tender documents

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

- Instructions to tenderers
- General conditions of Contract
- Special conditions of Contract
- Price bid

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

a. Price Bid
b. Technical specifications
c. Special conditions of contract
d. General conditions of contract
e. Instructions to Tenderers

2.3 Complete set of tender documents including relative drawings can be downloaded from : as given **TENDER NOTICE CHART** .

2.4 The tender documents are not transferable.

3.0 **Site Visit**

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

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

4.0 **Earnest Money**

4.1 The tenderers are requested to submit the Earnest Money (As given in tender notice chart) by means of Demand Draft / Pay Order (Valid for a period of 90 Days from the last date of submission of the tender) from any Scheduled Bank drawn in favour of SBI.

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

4.3 No interest will be paid on the EMD.

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

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

5.0 **Initial/ Security Deposit**

The successful tenderer will have to submit a sum equivalent to 2% of accepted tender value less EMD by means of DD drawn in favour of SBI. Payable at Mumbai within a period of 10 days from the date of receipt of Letter of Intent (LOI)/ Work Order from SBI.

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

6.0 **Signing of contract Documents**

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

7.0 **Completion Period**

Time is essence of the contract. The work should be completed in all respect accordance with the terms of contract within a period of **AS STATED IN TENDER NOTICE CHART)** from the date of award of work.

8.0 **Validity of tender**

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

9.0 **Liquidated Damages**

The liquidated damages on account of delay shall be 0.50% of Cumulative Awarded value per week subject to a maximum of 5% of Cumulative awarded contract value or actual Invoice Value.

10.0 **Rate and prices:**

10.1 **In case of item rate tender**

10.1.1 The tenderers shall quote their rates for individual items both in words and figure. In case of discrepancy between the rate quoted in words and figures, the unit rate quantity in words will prevail. The amount of each item shall be calculated and the requisite total is given. In case of discrepancy between the unit rate and the total amount calculated from multiplication of unit rate and the quantity the unit rate quoted will govern and the amount will be corrected.

If no rate is quoted for one or more tender items, such tenders shall be treated as **Non-Responsive Tenders** and the same shall be summarily rejected.

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

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

11.1.4 Each page of the BOQ shall be signed by the authorized person and cutting or overwriting shall be duly attested by him.

11.1.5 Each page shall be totaled and the grand total shall be given.

11.1.6 The rate quoted shall be firm and shall include all costs, allowances, taxes, levies duringthe currency of contract including authorized extension, if any, **but excluding GST**, which shall be mentioned in the bills/invoices separately, as applicable.

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

11.1.8 In case, it is decided by the SBI to drop one or more Items from the scopeof work at any stage of the project, the Contractor/ Vendor shall not be entitled to raise any claim /compensation for such deleted scope of work. Also, the SBI may consider issuing work order for various branches/offices in phases but within a reasonable time interval and the Contractor/ Vendor shall be bound to execute the same within the stipulated time period and as per rates quoted by them in this tender without any claim for price escalation.

GENERAL CONDITIONS OF CONTRACT

1.0 **Definitions**: -

"Contract means the documents forming the tender and the acceptance there of and the formal agreement executed between SBI (client) and the Contractor/ Vendor, together with the documents referred there in including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Bank and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.

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

1.1.1 "SBI" shall mean State Bank of India (Client) having its Corporate Centre at Madame Cama Road, Nariman Point, Mumbai- 400 021and its representative Local Head Offices/Administrative Offices/Regional Business Offices/Branches at variousplaces across India and includes the client's representatives, successors and assigns.

1.1.2 'The Contractor/ Vendor' shall mean the individual or firm or company undertaking the works and shall include legal personal representative of individual or composing the firm or company and the permitted assignees of individual or firms of company.

1.1.3 The expression 'works' or 'work' shall mean the permanent or temporary workdescription in the "Scope of work" and / or to be executed in accordance with the contract includes materials, apparatus, equipment, temporary supports, fittings and things of kinds to be provided, the obligations of the Contractor/ Vendor hereunder and work to be done by the Contractor/ Vendor under the contract.

1.1.4 Engineer' shall mean the representative Civil / Electrical Engineer of the SBI

1.1.5 'Drawings' shall mean the drawings prepared and issued bySBIor their Architects and referred to in the specifications and any modifications of such drawings as may be issued by the Engineer from time to time.

1.1.6 'Contract value shall mean value of the entire work as stipulated in the letter of acceptance of tender subject such additions thereto or deductions there from as may be made under the provide herein after contained.

1.1.7 Specifications' shall mean the specifications referred to in the tender and modifications thereof as may time to time be furnished or approved by the SBI

1.1.8 "Month" means calendar month.

1.1.9 "Week" means seven consecutive days.

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

1.1.11 SBI's Engineer" shall mean The Civil / Electrical Engineer in - charge of the Project, as nominated by the competent authority of the Bank.

CLAUSE

1.0 Total Security Deposit: TheTotal Security deposit comprise of

a) Earnest Money Deposit
b) Initial security deposit
c) Retention Money

a) **Earnest Money Deposit -**

- The tenderer shall furnish EMD of **(AS GIVEN IN TENDER NOTICE CHART)** in the form of Demand draft or bankers cheque drawn in favour of SBI payable at Mumbai, on any Scheduled Bank.
- No tender shall be considered unless the EMD is so deposited in the required form.
- No interest shall be paid on this EMD. The EMD of the unsuccessful tenderer shall be refunded soon after the decision to award the contract is taken without interest.
- The EMD shall stand absolutely forfeited if the tenderer revokes his tender at any time the period when he is required to keep his tender open acceptance by the SBI. or after it is accepted by the SBI. the Contractor/ Vendor fails to enter into a formal agreement or fails to pay the initial security deposit as stipulated or fails to commence the commence the work within the stipulated time.

b) **Initial Security Deposit (lSD)**

The amount of ISD shall be 2% of accepted value of tender (In the instant case, the cumulative contract awarded value of all the Circles put together shall be considered for the purpose) including the EMD in the form of DD/PO drawn on any scheduled Bank. The shall be deposited within 15 days from the date of acceptance of tender.

c) **Retention Money: -**

An amount @ 5% of the bill amount will be retained by the SBI from the bills and the same will be released by the SBI against Bank guarantee for equal amount issued by any Nationalized/ScheduledBank in the SBI's approved format valid for 1 year. The Bank guarantee shall be released only after completion of warranty period of 1-yearprovided no complaint is received, or the defects has been rectified by replacing the same satisfactorily.

The successful bidder may choose to submit such Bank Guarantee to the SBI soon after commencement of work to avoid deduction of retention money from the Bills.
No advance on materials / plant / machinery or mobilization advance shall be paid in any circumstances.

2.0 **Language**

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

2.0 Errors, Omissions and discrepancies

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

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

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

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

a) In case of difference between rates written in figures and words, the rate in words shall prevail.
b) Between the duplicate / subsequent copies of the tender, the original tender shall be taken as correct.

4.0 **Scope of Work:**

The Contractor/ Vendor shall carryout, complete and maintain the said work in every respect strictly accordance with this contract and with the directions of and to the satisfaction of the Bank to be communicated through SBI. The SBI at the direction of the Bank from time to time issue further drawings and / or written instructions, detailed directions and explanations which are hereafter collectively referred to as instructions in regard to the variation or modification of the design, quality or quantity of any work or the addition or omission or substitution work. Any discrepancy in the drawings or between BOQ and / or drawings and / or specifications should be brought to the notice of SBI immediately. The removal from the site of any material brought thereon by the Contractor/ Vendor and any substitution of any other materials therefore the removal and / or re-executed of any work executed by him. The dismissal from the work of any person engaged thereupon.

5.0 i) **Letter of Acceptance:**

Within the validity period of the tender the SBI shall issue a letter of acceptance directly by registered post or otherwise depositing at the office of the Contractor/ Vendor as given in the tender to enter into a Contract for the execution of the work as per the terms of the tender. The letter of acceptance shall constitute a binding contract between the SBI and the Contractor/ Vendor.

ii) **Contract Agreement:**

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

6.0 **Ownership of drawings**:

All drawings, specifications and copies thereof furnished by the SBI are the properties of the SBI. They are not to be used on other work.

7.0 **Detailed drawings and instructions:**

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

The work shall be executed in conformity therewith and the Contractor/ Vendor prepare a detailed program schedule indicating therein the date of start and completion of various activities on receipt of the work order and submit the same to the SBI through the architect/consultant

7.0 **Copies of agreement**

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

8.0 **Liquidated damages:**

If the Contractor/ Vendor fails to maintain the required progress in terms of relevant clause under General Conditions of Contract (GCC) or to complete the work and clear the site including vacating their office on or before the contracted or extended date or completion, without justification in support of the cause of delay, he may be called upon without prejudice to any other right of remedy available under the law to the SBI on account of such breach to pay a liquidated damage at the rate of 0.50% of the contract value subject to a maximum of 5% of the contract value.

9.0 **Materials, Appliances and Employees**

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

10.0 **Permits, Laws and Regulations:**

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

11.0 **Setting out Work:**

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

12.0 **Protection of works and property:**

The Contractor/ Vendor shall continuously maintain adequate protection of all his work from damage and shall protect the SBI's properties from injury or loss arising in connection with contract. He shall make good any such damage, injury, loss, except due to causes beyond his control and due to his fault or negligence.

He shall take adequate care and steps for protection of the adjacent properties. The Contractor/ Vendor shall take all precautions for safety and protections of his employees on the works and shall comply with all applicable provisions of Govt. and local bodies' safety laws and building codes to

prevent accidents, or injuries to persons or property on about or adjacent to his place of work. The Contractor/ Vendor shall take insurance covers as per clause 24.0 at his own cost. The policy may be taken in joint names of the Contractor/ Vendor and the SBI and the original policy may be lodged with the SBI.

13.0 **Inspection of work:**

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

14.0 **Assignment and subletting**

The whole of work included in the contract shall be executed the Contractor/ Vendor and he shall not directly entrust and engage or indirectly transfer, assign or underlet the contract or any part or share thereof or interest therein without the written consent of the SBI and no undertaking shall relieve the Contractor/ Vendor from the responsibility of the Contractor/ Vendor from active & superintendence of the work during its progress.

15.0 **Quality of materials, workmanship & Test**

All materials and workmanship shall be best of the respective kinds as described in the contract/BOQ and in accordance with SBI's instructions and shall be subject from time to time to such tests as the SBI. may direct at the place of manufacture or fabrication or on the site or an approved testing laboratory. The Contractor/ Vendor shall provide such assistance, instruments, machinery, labor, and materials as are normally required for examining measuring sampling and testing any material or part of work before incorporation in the work for testing as may be selected and required by the SBI.

ii) **Samples**

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

iii) **Cost of tests**

The cost of making any test shall be borne by the Contractor/ Vendor if such test is intended by or provided for in the specification or BOQ.

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

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

17.0 **Contractor/ Vendor's superintendence**

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

18.0 **Quantities**

The bill of quantities (BOQ) unless or otherwise stated shall be deemed to have been prepared in accordance with the Indian Standard Method of Measurements and quantities. The rate quoted shall remain valid for variation of quantity against individual item to any extent.

19.0 **Works to be measured**

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

20.0 **Variations**

No alteration, omission or variation ordered in writing bySBI vitiates the contract. In case the SBI thinks proper at any stage during the progress of works to make any alteration in, or additions to or omission from the works or any. alteration in the kind or quality of the materials to be used therein, the SBI shall give notice thereof in writing to the Contractor/ Vendor shall confirm in writing within seven days of giving such oral instructions the contract shall alter to, add to, or omit from as the case may be in accordance with such notice but the Contractor/ Vendor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the contract, stipulations, specifications or contract drawings without previous consent in writing of the SBIand the value of such extras, alterations, additions or omissions shall in all cases be determined by the SBIand the same shall be added to or deducted from the contract value, as the case may be.

21.0 **Valuation of Variations**

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

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

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

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

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

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

22.0 **Final measurement**

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

23.0 **Virtual Completion Certificate (VCC)**

On successful completion of entire works covered by the contract to the full satisfaction of the SBI, the Contractor/ Vendor shall apply toSBI for completion certificate.

Upon the satisfactory fulfillment by the Contractor/ Vendor as stated above, the Contractor/ Vendoris entitled to apply to the SBI of satisfactory completion of work. Relative to which the completion certificate has been sought, theSBIshall within fourteen (14) days of the receipt of the application for completion certificate, issue a VCC in respect of the work for which the VCC has applied.

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

24.0 **Insurance of works**

24.1 Without limiting his obligations and responsibilities under the contract the Contractor/ Vendor shall insure in the joint names of the SBI and the Contractor/ Vendor against all loss of damages from whatever cause arising other than the excepted risks, for which he is responsible under the terms of contract and in such a manner that the SBI. and Contractor/ Vendor are covered for the period stipulated in clause 28 of GCC and are also covered during the period of maintenance for loss or damage arising from a cause, occurring prior to the commencement of the period of maintenance and for any loss or damage occasioned by the Contractor/ Vendorin the course of any operations carried out by him for the purpose of complying with his obligations under clause.

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

b) Such insurance shall be affected with an insurer and in terms approved by the SBI which approval shall not be unreasonably withheld and the Contractor/ Vendor shall whenever have required produce to the SBI the policy of insurance and the receipts for payment of the current premiums.

25.0 **Damage to persons and property**

The Contractor/ Vendor shall, except if and so far as the contract provides otherwise indemnify the SBI against all losses and claims in respect of injuries or damages to any person or material or physical damage to any property whatsoever which may arise out of or in consequence of the execution and maintenance of the works and against all claims proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto except any compensation of damages for or with respect to:

a) The permanent use or occupation of land by or any part thereof.

b) The right of SBI to execute the works or any part thereof on, over, under, in or through any lands.

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

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

26.0 **Contractor/ Vendor to indemnify SBI**

The Contractor/ Vendor shall indemnify the SBI. against all claims, proceedings, damages, costs, charges and expenses in respect of the matters referred to in the provision sub-clause 25 of this clause.

27.0 **Contractor/ Vendor's superintendence**

The Contractor/ Vendor shall fully indemnify and keep indemnified the SBIagainst any action, claim, or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claim made under or action brought against SBI. in respect of such matters as aforesaid the Contractor/ Vendor shall be immediately notified thereof and the Contractor/ Vendor shall be at liberty, at his own expenses to settle any dispute or to conduct any litigation that may arise there from, provided that the Contractor/ Vendor shall not be liable to indemnify the SBI. if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the SBI in this behalf.

28.0 **Third Party Insurance**

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

28.2 **Minimum amount of Third Party Insurance**

Such insurance shall be affected with an insurer and in terms approved by the SBI whose approval shall not be reasonably withheld and for at least the amount stated below. The Contractor/ Vendor shall, whenever required, produce to theSBI the policy or policies of insurance cover and receipts for payment of the current premiums.

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

29.0 **Accident or Injury to workman:**

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

ii. Insurance against accidents etc. to workmen

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

iii. Remedy on Contractor/ Vendor's failure to insure

If the Contractor/ Vendor fails to effect and keep in force the insurance referred to above or any other insurance which he may be required to effect under the terms of contract, then and in any such case the SBI may affect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the SBI as aforesaid from any amount due or whichmay become due to the Contractor/ Vendoror recover the same as debt from the Contractor/ Vendor.

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

30.0 **Commencement of Works:**

The date of commencement of the work will be reckoned as the date of execution of agreement with Circles SBI.

31.0 **Time for completion**

Time is essence of the contract and shall be strictly observed by the Contractor/ Vendor. The entire work shall be completed within a period of **AS STATED IN TENDER NOTICE CHART** from the date of commencement.

32.0 **Extension of time**

If, the work be delayed for reasons beyond the control of the Contractor/ Vendor, the Contractor/ Vendor may submit a recommendation to the SBI to grant a fair and reasonable extension of time for completion of work as per the terms of contract. If the Contractor/ Vendor needs an extension of time for the completion of work or if the completion of work is likely to be delayed for any reasons beyond the due date of completion as stipulated in the contract, the Contractor/ Vendor shall apply to theSBI. in writing at least 30 Days before the expiry of the scheduled time and while applying for extension of time he shall furnish the reason in detail and his justification if any, for the delays in the prescribed format for granting extension of time. While granting extension of time the Contractor/ Vendor shall be informed the period extended time which will qualify for levy of liquidated damages. For the balance period in excess of original stipulated period and duly sanctioned extension of time by the provision of liquidated damages as stated under clause 8.0 shall become applicable. Further the contract shall remain in force even for the period beyond the due date of completion irrespective whether the extension is granted or not.

33.0 Rate of progress

Whole of the materials, plant and labour to be provided by the Contractor/ Vendor and the mode, manner and speed of execution and maintenance of the works are to be of a kind and conducted in a manner to the satisfaction of the SBIShould the rate of progress of the work or any part thereof be at any time be in the opinion the SBI too Slow to ensure the completion of the whole of the work the prescribed time or extended time for completion, the SBI shall thereupon take such steps as considered necessary to expedite progress so as to complete the works by the prescribed time or extended time. Such communications from the SBI neither shall relieve the Contractor/ Vendor from fulfilling obligations under the contract nor he will be entitled to raise any claims arising out of such directions.

34.0 **Work during nights and holidays**

Subject to any provision to the contrary contained in the contract no permanent work shall, as herein provided, be carried on during the night or on holidays without the permission in writing of the SBI, except when the work is unavoidable or absolutely necessary for the saving of life or property or for the safety of the work in which case the Contractor/ Contractor/ Vendor shall immediately advise the SBI. However, the provisions of the clause shall not be applicable in the case of any work which becomes essential to carry by rotary or double shifts in order to achieve the progress and quality of the part of the works being technically required / continued with the prior approval of the SBI at no extra cost.

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

35.0 **No compensation or restrictions of work**

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

Provided that the Vendor shall be paid the charges on the cartage of only materials actually and bona-fide brought to the site of the work by the Contractor/ Vendor and rendered surplus as a result of the abandonment, curtailment of the work or any portion thereof and then taken back by the Vendor, provided however that the SBIshall have in such cases the option of taking over all or any such materials at their purchase price or a local current rate whichever is less.

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

36.0 **Suspension of work**

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

a) On account any default on the part of the Contractor/ Vendor, or

b) For proper execution of the works or part thereof for reasons other than the default the Vendor/ Contractor, or

c) For safety of the works or part thereof.

The Contractor / Vendor shall, during such suspension, properly protect and secure the works the extent necessary and carry out the instructions given in that behalf by the SBI.

ii) If the suspension is ordered for reasons (b) and (c) in sub-para (i) above:

The Contractor/ Vendor shall be entitled to an extension of time equal to the period of every such suspension. No compensation whatsoever shall be paid on this account.

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

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

a) To rescind the contract (of which rescission notice in writing to the Contractor/ Vendor by SBI shall be conclusive evidence) and in which case the security, deposit of the Contractor/ Vendor shall be forfeited and be absolutely at the disposal of SBI

b) To employ labour paid by the SBI and to supply materials to carry out the work, or part of the work, debiting the Contractor/ Vendor with the cost of the labour and materials cost of such labour and materials (as worked out by the SBI shall final and conclusive against the Contractor/ Vendor) and crediting him with the value of the work done, in all respects in the same manner and at the same manner and at the same rates as if it had been carried out by the Contractor/ Vendor under the terms of this contract certificate of SBI as to the value of work done shall be final conclusive against the Contractor/ Vendor.

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

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

38.0 **Owner's right to terminate the contract**

If the Contractor/ Vendor being an individual or a firm commit any 'Act of insolvency' or shall be adjusted an insolvent or being an incorporated company shall have an order for compulsory winding up voluntarily or subject to the supervision of Govt. and of the Official Assignee of the liquidator in

such acts of insolvency or winding up shall be unable within seven days after notice to him to do so, to show to the reasonable satisfaction of the SBI that he is able to carry out and fulfill the contract, and to dye security therefore if so required by the SBI

Or if the Contractor/ Vendor (whether an individual firm or incorporated Company) shall suffer execution to be issued or shall suffer any payment under this contract to be attached by or on behalf of any of the creditors of the Contractor/ Vendor.

Or shall assign or sublet this contract without the consent in writing of the SBI or shall charge or encumber this contract or any payment dueto which may become due to the Contractor/ Vendor there under:

a) has abandoned the contract; or

b) has failed to commence the worksor has without any lawful excuse under these conditions suspended the progress of the works for 14 days after receiving from the SBI written notice to proceed, or

c) *has failed to proceed with the works with such diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or*
has failed to remove the materials from the site or to pull down and replace work within seven days after written notice from the SBI that the said materials were condemned and rejected by the SBI under these conditions; or has neglected or failed persistently to observe and perform all or any of the acts matters or things by this contract to be observed and performed by the contactor for seven days after written notice shall have been given to the Contractor/ Vendor to observe or perform the same or has to the detriment of good workmanship or in defiance of the SBI to the contrary subject any part of the contract.

Then and in any of said cases the SBI may not withstanding any previous waiver, after giving seven days' notice in writing to the Contractor/ Vendor, determine the contract, but without thereby affecting the powers of the SBI or the obligation and liabilities of the Contractor/ Vendor the whole of which shall continue in force as fully as if the contract had not been determined and as if the works subsequently had been executed by or on behalf of the Contractor/ Vendor. And, further the SBIor their employees may enter upon and take possession of the work and all plants, took scaffoldings, materials, sheds, machineries lying upon the premises or on the adjoining lands or roads use the same by means of their own employees or workmen in carrying on and completing the work or by engaging any other Contractor/ Vendors or persons to the work and the Contractor/ Vendor shall not in any was interrupt or do any act, matter or thing to prevent or hinder such other Contractor/ Vendor or other persons employed for complement and finishing or using the materials and plant for the works.

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

39.0 **Certificate of payment**

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

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

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

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

The SBI shall modify the certificate of payment as issued by the architect / consultant from time to time while making the payment

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

The Contractor shall not submit interim bills when the approximate value of work done by him is less than **AS GIVEN IN THE TENDER NOTICE CHART**

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

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

After successful completion of work, the Contractor/ Vendor shall prepare separate bills for each branch/office/ATM/site and submit the branch-wise *TaxInvoices/Bills* along with specified ***5 to 10 years Warrantee on Company Warrantee Cards / on Rs.500/- Non-Judicial Stamp paper)*** for Supply of Furniture/waterproofing or other similar works along with a certificate/acknowledgement certifying completion of work by SBIor their authorized representative.

No advance on materials / plant / machinery or mobilization advance shall be paid in any circumstances.

The SBI shall recover the statutory recoveries viz. TDS, retention and other dues, if any, as per contractual provisions.

The SBI shall have power to withhold the payment if the work orpart thereof is not carried out to their satisfaction.

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

Except where otherwise provided in the contract all questions and disputes to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question , claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings specifications, estimates, instructions orders or these conditions or otherwise concerning the work 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 ASSITANT GENERAL MANAGER (P&E), MAHARASHTRA CIRLE OFSBI., Head Office, Raheja Chambers, Free Press Journal Marg, Mumbai And endorse a copy of the same to the Architect, within 30 days from the date of disallowance thereof or the date of deduction or recovery. The said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount claimed and the contractor shall not be entitled to raise any claim nor shall the SBI 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 (P&E), MAHARASHTRA CIRLE** 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 THEASSISTANT GENERAL MANAGER (P&E), MAHARASHTRA CIRLEin writing in the manner and within the time aforesaid.

B. Settlement of Disputes and Arbitration

The AGM (P&E), shall give his decision in writing on the claims notified by the receipt of the contractor may within 30 days of the receipt of the decision of THEASSISTANT GENERAL MANAGER (P&E), MAHARASHTRA CIRLE/ Submit his claims to the conciliating authority namely the ASSISTANT GENERAL MANAGER (P&E), MAHARASHTRA CIRLE, 3rd Floor, Synergy Building, BKC, Mumbai. For conciliation along with all details and copies of correspondence exchanged between him and the SBI.

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 Dy. General Manager & Chief Development Officerof the Maharashtra Circle for appointment of an arbitrator to adjudicate the notified claims falling which the claims of the contractor shall be deemed to have been considered absolutely barred and waived.

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 SBI shall be referred for adjudication through arbitration by the Sole Arbitrator appointed by the Dy. General Manager & Chief Development Officerof the Maharashtra Circleand who will be of minimum Deputy General Manager rank. It will also be no objection to any such appointment that the Arbitrator so appointed is a SBIOfficer and that he had to deal with the matters to which the Contract relates in the course of his duties as SBI, 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 Dy. General Manager & Chief DevelopmentOfficerof the Maharashtra Circle. Such person shall be entitled to proceed with the reference from the stage at which it was let by his predecessor.

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

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

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

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

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

arbitrator in his sole discretion. The fees, if any of the arbitrators shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The Cost of the reference and of the award (including the fees, if any of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and din what manner, such costs or any part thereof, shall be paid and fix or settle the amount of costs to be so paid.

41.0 **Method of measurement**

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

42.0 **Maintenance of registers**

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

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

43.0 **Force Majeure**

43.1 Neither Contractor/ Vendor nor SBI shall be considered in default in performance of the obligations if such performance is prevented or delayed by events such as but not war, hostilities revolution, riots, civil commotion, strikes, lockout, conflagrations, epidemics, accidents, fire, storms, floods, droughts, earthquakes or ordinances or any act of or for any other cause beyond the reasonable control of the party affected or prevents or delayed. However, a notice is required to be given within 30 days from the happening of the event with complete details, to the other party to the contract.

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

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

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

44.0 **Local laws, Acts Regulations:**

The Contractor/ Vendor shall strictly adhere to all prevailing labour laws including the contract labour (regulation and abolition act of 1970) and other safety regulations. The Contractor/ Vendors

should comply with the provision of all labour legislation including the latest requirements of the Acts, laws, any other regulations that are applicable to the execution of the project.

45.0 **Accidents**

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

46.0 The contractor's shall be bound to comply the following provision in terms of **"Restrictions imposed by the Government of India, Ministry of Finance Department of Expenditure under Rule 144 (XI) of General Financial Rules 2017 vide their order no. F. No 6/18/2019/PPD dated 23rd July 2020"** as under;

I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender ONLY if the bidder is registered with the Competent Authority (registration committee constituted by the Department for Promotion of Industry and Internal Trade).

II. 'Bidder' (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial judicial person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

III. 'Bidder from a country which shares a land border with India (such a country)' for this purpose means:

a. An entity incorporated, established or registered in such a country; or
b. A subsidiary of an entity incorporated, established or registered in such a country; or
c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
d. An entity whose beneficial owner is situated in such a country; or
e. An Indian (or other) agent of such an entity; or
f. A natural person who is a citizen of such a country; or
g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

IV. The beneficial owner for the purpose of (iii) above will be as under:

1. In case of A Company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more judicial person, has a controlling interest or who exercises control through other means.
Explanation-

a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;
b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more judicial person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
3. In case of an unincorporated association or body of Individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more judicial person, has

ownership of or entitlement to more than fifteen percent of the property or the capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V. An Agent is a person to do any act for another, or to represent another in dealings with third person.

VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

VII. All bidders need to submit a declaration-cum-certificate (along with evidence) in this regard as per **"Annexure Q"**. Failure to submit such valid declaration-cum-Certificate will make the bid liable for rejection."

ANNEXURE "Q"

Declaration-Cum- Certificate on the Letter Head of Bidder Regarding Restrictions on Procurement From Bidders From A Country Or Countries, On Grounds Of Defence In India, Or Matters Directly Related Thereto, Including National Security.

Restrictions under Rule 144 (XI) of General Financial Rules 2017 of Ministry of Finance, India order no. F. No 6/18/2019/PPD dated 23rd July 2020

I/We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India;

I/We, the bidder (Specify full name ---------- ----------) certify that we are NOT from such a country OR, if from such a country, has been registered with Competent Authority.

I/We hereby certify that we fulfil all requirements in this regard and is eligible to be considered.

(Signature of Authorised Signatory along with Seal)

Name of authorised signatory:

Designation of Authorised signatory:

List of Evidences enclosed:

1. Copy of certificate of valid registration with the Competent Authority (Score out if not applicable)
2. …….
3. ……..
4. ……..

Date:
Place:

LIST OF APPROVED MAKES OF MATERIALS

S. No.	Materials Description
1	**Switches/Sockets** : Legrand –Mosaic / MK-wrap around/ /
2	**Copper Conductor wires** : RR Cable/ Poly Cab
3	**PVC conduits, Casing , Capping & Accessories** : Precision / Sudhakar/ Avonplast/ FINOLEX
4	**Metal clad Sockets** : Legrand /C&S/INDO ASIAN
5	**MCBs /MCB Distribution boards(Powder coated Only)** : Legrand /C&S/INDO ASIAN(OPTIPRO)
6	**MCCBs/Switchgear** : Legrand/ C&S/INDO ASIAN(OPTIUM)
7	**Underground Cables :** Poly Cab/KEI/RR/LASER
8	**Cable Glands** : HMI /Comet/ Cosmos/Dowells (Biller India)/ Hax Brass
9	**Capacitor Bank** : Epcos /Neptune/ Tibcon
10	**Cable Lugs :** Dowell's / 3D
11	**MV Panels (PCCs)**: Manufacturers with CPRI Test Certificate
12	**Measuring Instruments** : Conzerv/ CMS/ El measure/IME/ L&T/ Schneider Electric
13	**Indication Lamps LED** :Schneider / Vaishno / Binay
14	**Telephone Wires**: Lapp / Delton / Poly cab/ Finolex/
15	**Resign cast CTs** : AE / Kappa
16	**Ceiling Fans, Wall mounted fans & Exhaust Fans** : **Ceiling Fans** Havells **Wall Mount** Orient Electric Wall Fan 450mm Tornado Wall- Black Metal
17	**Selector Switches**: Vaishno / Salzer / Kaycee
18	**Light Fixtures (LED):** / Havells/Wipro

Electrical accessories / LED Light fixtures / Luminaires to be selected by the Engineer in charge out of three samples submitted by the successful bidder. Prompting to use specific unauthorized brand material is strictly prohibited.

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

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

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

4)

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

 Signature of Contractor with stamp

BILL OF QUANTITY

PREAMBLE:

TO BE READ ALONG WITH DRAWINGS.

1. RATES TO BE QUOTED BOTH IN FIGURES AND WORDS.
2. ALL PAGES TO BE SIGNED AND STAMPED BY THE TENDERER.
3. THE RATE OF THE ITEMS SHALL BE APPLICABLE FOR ANY FLOOR LEVEL/ ANY NUMBER OF FLOORS, OR ANY QUANTITY.
4. THE SPECIFICATION OF THE ITEMS SHALL BE AS PER LATEST INDIAN STANDARD CODES UNLESS OTHERWISE SPECIFIED.
5. ALL MATERIALS SHALL BE AS PER APPROVED LIST AND SHOULD BE OF Ist QUALITY UNLESS OTHERWISE SPECIFIED.
6. THE RATES ARE INCLUSIVE OF ALL DUTIES AND TAXES (EXCEPT GST) OF ALL GOVERNMENT, MUNICIPAL OR ANY OTHER STATUTORY BODY APPLICABLE FROM TIME TO TIME.
7. RATES SHALL BE FOR ITEMS COMPLETE IN ALL RESPECTS AS PER DRAWING, INSTRUCTIONS AND APPROVAL OF THE ARCHITECT/ BANK'S ENGINEER.
8. THE QUANTITIES ARE APPROXIMATE AND TENTATIVE WHICH MAY VARY DURING COURSE OF EXECUTION. THE RATES QUOTED AGAINST PARTICULAR ITEM SHALL NOT BE CHANGED WITH VARIATION IN QUANTITIES.
9. MAKING OF ANY CUTOUT / OPENING FOR ELECTRICAL / AIR – CONDITIONING WIRING / FITTING IN ANY OF THE ITEM OF FALSE CEILING, PARTITIONS, PANELING MASONRY WORK ETC. AND FINISHING EDGES JAMBS / CILLS / SOFFITS OF THE OPENING SHALL NOT BE PAID EXTRA.
10. THE TENDERER SHALL VISIT THE SITE AND SHALL SATISFY HIMSELF AS TO CONDITIONS UNDER WHICH THE WORK IS TO BE PERFORMED. HE SHALL ALSO CHECK, ASCERTAIN THE LOCATIONS OF ANY EXISTING STRUCTURES OR EQUIPMENT OR ANY OTHER SITUATION WHICH MAY AFFECT THE WORK. NO EXTRA CLAIM AS A CONSEQUENCE OF IGNORANCE OR ON GROUND OF INSUFFICIENT DESCRIPTION WILL BE ALLOWED AT A LATER DATE.
11. THE QUOTED PRICE FOR ITEMS SHALL INCLUDE ALL ACCESSORIES, CONSUMMABLES ETC. AS REQUIRED TO MAKE THE ITEM COMPLETE IN ALL RESPECTS, COMPATIBLE WITH OTHER RELATED / ASSOCIATED ITEMS AND FULLY FUNCTIONAL.
12. CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ANY ERROR, DIFFICULTY IN EXECUTION / DAMAGES INCURRED OWING TO DISCREPANCY IN DRAWINGS WHICH HAS BEEN OVERLOOKED BY HIM AND HAS NOT BEEN BROUGHT TO THE NOTICE OF THE ARCHITECT.

13. THERE ARE NUMBER OF ITEMS GIVEN IN THE TENDER WHERE IN BASIC RATES INCLUDING ALL TAXES EXPECTED HAS BEEN MENTIONED IN THE TENDER. THESE ITEMS SHALL BE PURCHASED BY THE CONTRACTOR FROM THE MARKET ONLY AFTER THE APPROVAL OF QUALITY AND RATES BY THE ARCHITECT.

14. ALL HIDDEN SURFACES OF BOARD / PLY / WOOD WORK TO BE PAINTED WITH ANTI BACTERIAL PAINT FROM NAV AIR INTERNATIONAL FR 881 (VIPER) (WHITE COLOUR AS PER MANUFACTURER'S SPECIFICATIONS ON WOOD / BOARD).

15. CONTRACTOR SHALL APPOINT TECHNICALLY QUALIFIED FULL TIME SITE SUPERVISOR TO MONITORING THE DAY TO DAY PROGRESS OF WORK AT SITE ON THEIR OWN COST.

AGREED AND ACCEPTED ALL THE TERMS & CONDITIONS.

SIGNATURE OF CONTRACTOR

DATE: SEAL:

TENDER DRAWINGS