

STATE BANK OF INDIA

**PREMISES & ESTATE DEPARTMENT
LOCAL HEAD OFFICE, KOLKATA
SAMRIDDHI BHAVAN, BLOCK B, 9TH FLOOR,
1, STRAND ROAD, KOLKATA – 700 001, WEST BENGAL**

SBI INVITES TENDERS

FOR

**STRUCTURAL ADDITION/ALTERATION WORKS FOR THE CONSTRUCTION OF FILTER
MEDIA CUM RECHARGE PIT FOR THE IMPLEMENTAION OF RAIN WATER HARVESTING
SYSTEM (RWHS) AT BANKS OWN PREMISES AT AE 1/1 SITE , NEWTOWN**

**THE SBI APPROVED CONTRACTORS EMPANELLED (W.E.F. 01.06.2026 UP TO 31.05.2029)
ON FOLLOWING CATEGORY CAN APPLY
CIVIL / STRUCTURAL WORKS: **CATEGORY CODE [CF & ABOVE]****

**Last Date & Time for submission of Tender: 30/09/2026. till 2:30 PM
Opening of Tender: **3.00 PM** on 30/09/2026**

Tender Submitted By :

Name of Contractor:

Address:

GSTIN: Date:

NOTICE INVITING TENDERTENDER ID: **KOL-NB-2026-09-002**DATE : **24.09.2026**

Sir,

SBI invites application cum sealed **Tender (ON ITEM RATE BASIS)** in two bid system (Technical bid and Commercial bid) from the empaneled contractors under **Category code : [CF & above]** for the **STRUCTURAL ADDITION/ALTERATION WORKS FOR THE CONSTRUCTION OF FILTER MEDIA CUM RECHARGE PIT FOR THE IMPLEMENTAION OF RAIN WATER HARVESTING SYSTEM (RWHS) AT BANKS OWN PREMISES AT AE 1/1 SITE , NEWTOWN.** The other details are as under:

SL.N	Description-1	Description-2
1	Name of work	STRUCTURAL ADDITION/ALTERATION WORKS FOR THE CONSTRUCTION OF FILTER MEDIA CUM RECHARGE PIT FOR THE IMPLEMENTAION OF RAIN WATER HARVESTING SYSTEM (RWHS) AT BANKS OWN PREMISES AT AE 1/1 SITE , NEWTOWN
2	Time allowed for completion	35 days including Sundays and holidays
3	Last date and time of submission of tender	2:30 pm on or before 01/10/2026
4	Date & Time of opening of tender	3.00 pm on 01/10/2026
5	Address of available, submission & Opening of Tender Document.	Office of, The Assistant General Manager, (P&E), State Bank of India, Local Head Office, Block-B, 9th Floor, Samriddhi Bhawan, Kolkata-700 001
6	Validity of offer	6 months from the date of opening of price bid
7	Liquated Damages	0.5% per week subject to a maximum of 5% of contract value
8	Deduction of Income Tax and GST	A) TDS on Income Tax/GST will be deducted at source as per Govt. Guidelines. B) The bidders should comply with the following. i. Bidders should have GST Registration Number ii. Invoice should specifically/separately disclose the amount of GST levied at applicable rate as per GST provision iii. Bidders should timely file his GST return in accordance with GST provisions to enable the Bank to claim the credit of GST paid to the bidders.
9	Availability of Tender Documents	Tender documents are to be downloaded from the Bank's website (www.sbi.bank.in) [Procurement News] • Price bid to be collected form the P&E Department , SBI LHO Kolkata
10	For any details, please contact	The Assistant General Manager (P&E) State Bank of India Premises & Estate Department Local Head Office, Kolkata "Samriddhi Bhavan", Block B, 9 th Floor 1 Strand Road, Kolkata – 700 001

11	Estimated project Cost	Rs 6,92,844.08 Plus GST as applicable
12	Earnest Money Deposit (EMD)	NIL , However vendor Should submit the Copy of Special term deposit submitted to Bank for empanelment for Technical eligibility.
13	ISD Initial Security Deposit	The successful bidder will have to submit a sum equivalent to 2% of accepted tender value by means of DD drawn in favor of SBI Payable at Kolkata within a period of 7 days of acceptance of tender.
14	Documents Required to be submitted with Technical Bid in hard copy at above mentioned office	1. Signed Copy of Special term deposit submitted to Bank for empanelment 2. Process Compliance statement as per Annexure-I of NIT 3. Signed & Stamped copy of all pages of Technical bid i.e NIT. 4. Experience certificate of doing similar works i.e, Work order , Work Completion Certificates etc. in Part-1 & 4. Duly filled up and Stamped-Signed Price Bid Copy. (Part-2)
15	Corrigendum	Corrigenda, if any, is to be followed as published in (www.sbi.bank.in) [Procurement News] portal only.
16.	Value of Interim Certificate	No advance on materials / plant / machinery or mobilization advance shall be paid under any circumstances.
17.	Any additional Information	The estimated rates as per the Break-up Of Quantities (BOQ) uploaded in this tender are inclusive of materials, labour, wages, fixtures, transportation, installation, all taxes & charges , cost of the insurances as specified in the tender, cost towards testing of materials supplied, wastages, Octroi, machinery, temporary works such as scaffolding, cleaning, overheads, profit, statutory expenses, incidental charges and all related expenses to complete the work. However, GST on work value will be paid extra as applicable

In Case of Tender Opening date is declared as holiday, the tender will open in the next working day at the same time.

Sd/-

Assistant General Manager (P&E.)

SBI, P&E Deptt., LHO Kolkata

CAUTION NOTE : Please note that the contractor quoting abnormally low / erratic rates will be asked to submit rate analysis or performance guarantee or both in the form of Bank Guarantee or D.D issued by any scheduled Bank as per draft supplied by the Bank, within a period of one week before award the work. The amount of said Bank Guarantee shall be equal to 110 % of the difference in tender amount quoted by the contractor and the proposed estimated cost of the work as mentioned in NIT. This Bank Guarantee/D.D will be treated as an additional security deposit for due fulfillment of contract and will be retained by the SBI for entire completion period of the project. The contractor shall undertake not to cancel/withdraw the said Bank Guarantee/DD. In case contractor fails to undertake the job within stipulated time or leave the same incomplete or carryout substandard job, the bank will be at liberty to forfeit the said initial security deposit and additional security deposit by invoking the Bank Guarantee/en-cashing the DD.

And

if the rate analysis submitted by the vendor found to be non-satisfactory & rates are non-reasonable then the **vendor shall be ~~debarred~~ from participating in any further Tendering process (for next 6 months) to be conducted by establishments under SBI LHO Kolkata.**

IMPORTANT NOTES

- (a) All contractors who are empanelled with SBI Kolkata Circle in the specific category are only eligible for the above-mentioned work.
- (b) Any abnormal increase from the quoted price / cost will not be accepted.
- (c) The Bank reserves the right to reject any or all the tenders without assigning any reason whatsoever.
- (d) Sealed Tenders are invited from the **Bank's Empanelled Contractors in Category Code : IC** (work value up to **Rs 10.00 Lakhs** and above for **Civil/Structural Works**) only in one part, i.e., **Part – I [Technical Bid + Singed Copy of Special term deposit]**, to be submitted offline in a sealed envelope and **(Price Bid)** separately Sealed Price Bid is to be submitted offline in the below mentioned office of ,

The Assistant General Manager (P&E)

State Bank of India

Premises & Estate Department

Local Head Office, Kolkata

“Samriddhi Bhavan”, Block B, 9th Floor

1 Strand Road, Kolkata – 700 001

Part – I (Technical Bid + “Singed Copy of Special term deposit”): Technical Bid will be available online for downloading of documents in the portal as stated above and is to be submitted offline the address as mentioned above.

and

Price Bid: This shall contain the hard copy of Price Bid.

- (e) The Bidder is expected to examine all instructions, forms, terms and specifications in the bid documents. Failure to furnish all information required as per the Bid Documents or submission of bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and shall result in rejection of the bid.
- (f) In case the date of opening of tenders is declared as a holiday / lock-down, the tenders will be opened on the next working day at the same time. **Again, corrigenda, if any, are to be followed from (www.sbi.bank.in) [Procurement News]**
- (g) 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.
- (h) Tenders received without “**Singed Copy of Special term deposit**” shall be summarily rejected, and such tenders shall not be allowed to participate in the online price bidding process.
- (i) SBI has the right to accept / reject any / all tenders without assigning any reasons and no correspondence shall be entertained in this regard.

- (k) The intending bidders are to quote their offers item wise in all the items of price bid. If vendor fails to quote their price in any of the items of price bid, the price quoted by the vendor will be assumed as “Zero”. Vendor will be bound to execute the work of the item & the work value of that item will be zero.
- (l) Contractors shall provide all labour and materials, tool and tackles including necessary scaffolding for proper execution of the work including curing etc.
- (m) 5% of the value of the executed work will be retained as Security Deposit and will be refunded on satisfactory completion of Defect Liability Period period, i.e., 12 (twelve) months from the date of completion of work. No interest shall be payable on Security Deposit.
- (n) Rates quoted shall be inclusive of providing necessary arrangements for satisfactory protection of furniture / flooring / electrical fittings / Bank’s any other property during execution of the work.
- (o) Rates shall be inclusive of cost for disposing debris and any other unserviceable materials as per direction and inconformity with the Local or any other govt. authorities rules.
- (p) Rates shall be inclusive of cleaning of floors, making good to damaged floor, ceiling, walls, etc., after completion of work.
- (q) In case of any poor quality of work or substandard materials used for the purpose, shall be replaced as per instructions without any extra cost.

Notes:-

- **Conditional tenders shall be summarily rejected.**
- **SBI reserve their rights to accept or reject any or all the tenders, either in part or whole without assigning any reason(s) for doing so and no claim/correspondence shall be entertained in this regard.**
- **Quantities are tentative and can increase or decrease the quantities of any item and contractor have to execute the same at the quoted rates.**
- The application forms must be submitted in a prescribed format as laid down in the enclosed Annexures.
- Hard Copy of the Technical bid should be submitted in sealed covers named as **Technical bid (offline) super scribed with the legend “STRUCTURAL ADDITION/ALTERATION WORKS FOR THE CONSTRUCTION OF FILTER MEDIA CUM RECHARGE PIT FOR THE IMPLEMENTAION OF RAIN WATER HARVESTING SYSTEM (RWHS) AT BANKS OWN PREMISES AT AE 1/1 SITE , NEWTOWN”**

To:

Assistant General Manager (P&E),
State Bank of India, Local Head Office,
Samriddhi Bhavan, Block “B”, 9th Floor ,
1, Stand Road, Kolkata – 700 001.

INSTRUCTIONS TO THE TENDERERS

Sealed Tenders are invited by SBI for the **STRUCTURAL ADDITION/ALTERATION WORKS FOR THE CONSTRUCTION OF FILTER MEDIA CUM RECHARGE PIT FOR THE IMPLEMENTAION OF RAIN WATER HARVESTING SYSTEM (RWHS) AT BANKS OWN PREMISES AT AE 1/1 SITE , NEWTOWN**

Site and its location

The above-mentioned work is to be carried out at EXISTING PREMISES OF BANKS OWN PREMISES AT AE 1/1 SITE , NEWTOWN

Tender documents

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**, *) **Additional Specifications**, **Drawings**, *) **Price bid**

***** IMPORTANT NOTE :

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) General Terms & conditions of contract

c) Instructions to Tenderers

d) Drawings

e) Special conditions of contract

f) Technical specification

The tender documents are not transferable.

Site Visit:

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 will be fully responsible for considering the financial effect of any or all the factors while submitting his tender.

Earnest Money:

As mentioned in NIT

5.0 Initial/ Security Deposit:

The successful tenderer will have to submit a sum equivalent to **2%** of accepted tender value by means of **DD drawn** in favour of **SBI Payable at Kolkata** within a period of 7 days of acceptance of tender.

Total Security Deposit :

Total security deposit shall be 5% of contract value. Out of this 2% of contract value is in the form of Initial Security Deposit (ISD). Balance 3% shall be deducted from the running account bill of the work at the rate of 10% of the respective running account bill i.e., deduction from each running bill account will be @10% till Total Security Deposit (TSD) including ISD reaches to 5% of contract value. The 50% of the Total Security Deposit shall be paid to the

contract on the basis of architect's certifying the virtual completion. The balance 50% would be paid to the contractors after the defects liability period as specified in the contract.

Additional Security Deposit: in case L-1 bidder quotes abnormally low rates (i.e. Certain percentage above or below estimated project cost), SBI /the bank may ask such bidder to deposit additional security deposit (ASD) as mentioned in the cautioned note in Page no-4 of this NIT.

7.0 Signing of contract Documents:

The successful tenderer shall be bound to implement the contract by signing an agreement and conditions of contract attached herewith within 15 days from the receipt of intimation of acceptance of the tender by the Bank. 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 in to or not.

8.0 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 **35 days** from the date of award of work.

9.0 Validity of tender:

1. Tenders shall remain valid and open for acceptance for a period of **90 days** from the date of e-. If the tenderer withdraws his/her offer during the value period or makes modifications in his/her original offer which are not accurate, **SBI / Competent Authority has the right to accept/reject any/all tenders without assigning any reasons whatsoever.**

DECLARATION

I/We have understood all the above conditions. If I/We fail to start/ or execute work within the stipulated period of time, our Security deposit will be forfeited.

Place:

Date:

Signature of Contractor

FORM OF TENDER

To ,

Assistant General Manager (P&E)
SBI, P&E Deptt., SBI LHO Kolkata

Dear Sir,

SUB: STRUCTURAL ADDITION/ALTERATION WORKS FOR THE CONSTRUCTION OF FILTER MEDIA CUM RECHARGE PIT FOR THE IMPLEMENTAION OF RAIN WATER HARVESTING SYSTEM (RWHS) AT BANKS OWN PREMISES AT AE 1/1 SITE , NEWTOWN

1. I/We refer to the tender notice issued by the bank for above work. In connection with the above.
2. I/We do hereby offer to perform, provide, execute, complete and maintain the works in conformity with the drawings, conditions of contract, specifications, and bill of quantities at the respective rates quoted in the bill of quantities.
3. I/We have satisfied myself/ourselves as to the site conditions, examined the drawings and all aspects of the tender conditions.

Subject to above, I/We do hereby agree, should this tender be accepted in whole or in part, to

- a) Abide by and fulfil all the terms and provisions of the said conditions annexed hereto.
 - b) Complete the works within **35 days** from issuance of work order.
4. We have submitted our **Copy of Special term deposit submitted to Bank for empanelment.**

5. We also declare that SBI may take any official actions ,

- i) If our offer is withdrawn within the validity period of acceptance.

Or

- ii) If the Contract is not executed within 10 days from the date of receipt

Or

- iii) If the work is not commenced within 15 days after issue of work order or handing over of site whichever is later.

5. I/We understand that you are not bound to accept the lowest or any tender you receive.

6. Name of Partners/Directors of our Firm :

i)

ii)

iii)

Yours faithfully

Signature:

Designation:

Name of Partner/Director of the firm authorized to Sign or Name of person having power of attorney to sign the contract

(Certified true copy of Power of Attorney should be attached)

Signature and address of witness

- a) Signature:

Name:

Address:

- b) Signature:

Name:

Address:

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 SBI / Consultant.

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:

- i) *Client*: The term Client shall denote **STATE BANK OF INDIA** with their **Corporate Centre** at “State Bank Bhavan”, Madam Cama Road, Mumbai – 400 021, Maharashtra and **Local Head Office** at “Samridhi Bhavan”, Block B, 9th Floor, 1, Strand Road, Kolkata – 700 001, West Bengal and includes Client’s representative, successors & assigns.
- ii) *Consultant*: NA
- iii) *Bidder* : The term Bidder shall mean the successful bidder in the Tendering vide this office NIT No. **KOL-NB-2026-09-002** dated **24.09.2026**, and his / their heirs, legal representatives, assigns and successors.

Site: **BANKS OWN PREMISES AT AE 1/1 SITE , NEWTOWN**, where the work is to be executed as per the lay-out plans and drawings including any other building (s) thereat allotted by the Bank for the Bidder’s use.

- iv) *Site Engineer*: The Site Engineer shall be the person appointed by the Bank for administration of work.
- v) *Drawing*: The work is to be carried out in accordance with drawings, specifications, the schedule of quantities and any further drawings or any other instruction, which may be given by the Bank / Consultant, during the execution of the work.

All drawings relating to work given to the Bidder together with a copy of schedule of quantities are to be kept at site and the Bank / Consultant, shall be given access to such drawings or schedule of quantities whenever necessary. Detail fabrication drawings where required are to be prepared by the Bidder and have these approved by consultants before taking up execution.

The Bidder shall ask in writing for all clarifications on matters occurring anywhere in drawings, specifications and schedule of quantities or to additional instructions at least 15 days ahead from the time when it is required for implementation so that the Bank may be able to give decision thereon.

- “The Work” shall mean the work to be executed or done under this contract.
- “Act of Insolvency” shall mean any act as defined by the Presidency Town Insolvency Act or in Provincial Insolvency Act or any amending statutes.
- “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 Bidder .

SCOPE: The Work Consists of **STRUCTURAL ADDITION/ALTERATION WORKS FOR THE CONSTRUCTION OF FILTER MEDIA CUM RECHARGE PIT FOR THE IMPLEMENTAION OF RAIN WATER HARVESTING SYSTEM (RWHS) AT BANKS OWN PREMISES AT AE 1/1 SITE , NEWTOWN** in Accordance with The Drawings And “Schedule Of Works”. It Includes Furnishing All Materials, Labour, Tools And Equipment And Management Necessary For And Incidental To The Construction And Completion Of The Work In conformity with designs, drawings, specifications, bill of quantities, etc. Should any detail, essential for efficient completion of the work be omitted from the drawings / specification, it shall be the responsibility of the Bidder to inform the Bank and to furnish and

install such detail with Bank's / Consultant's concurrence, so that upon completion of the proposed work the same becomes acceptable.

Bank may in their absolute discretion issue further drawings and / or written instructions, details, directions and explanations, which are here after collectively referred to as "The Bank's / Consultant's instructions" in regard to:

- a. The variation or modification of the design quality or quantity of work or the addition or omission or substitution of any work.
- b. Any discrepancy in the drawing or between the schedule of quantities and / or drawing and / or specification.
- c. The removal from the site of any defective material brought thereon by the Bidder and the substitution of any other material thereof.
 - d. The demolition, removal and / or re-execution of any work executed by the Bidder /s.
 - e. The dismissal from the work of any person employed thereupon.
 - f. The opening up for inspection of any work covered up.
 - g. The rectification and making good of any defects under clauses hereinafter mentioned and those arising during the Defect Liability period.

The Bidder shall forthwith comply with and duly execute any work comprised in such Bank's / Consultant's instruction provided always that verbal instruction, directions and explanations given to the Bidder or his representative upon the work by the Bank shall, if involving a variation, be confirmed in writing to the Bidder s within seven days. No work, for which rates are not specifically mentioned in the priced schedule of quantities, shall be taken up without written permission of the Bank / Consultant. Rates of items not mentioned in the priced schedule of quantities shall be fixed by the Bank in consultation with the Consultant as provided in Clause "Variation".

2. DETAILED DRAWINGS AND INSTRUCTIONS:

The Bank through its consultant shall furnish with reasonable promptness additional instruction by means of drawings or otherwise necessary for proper execution of the work. All such drawings and instructions shall be consistent with contract documents, true documents thereof and reasonably inferable therefrom.

The work shall be executed in conformity therewith and the Bidder shall not work without proper drawings and instructions.

Immediately after receipt of the work order of the contract, the Bidder shall prepare a progress schedule and submit the same to the Bank through the Consultant for approval which shall indicate the dates for the starting and completion of the various stages of constructions.

3. OWNERSHIP OF DRAWING:

All drawings, specification and copies thereof furnished by the Bank through are the property of the Bank. They are not to be used on other work, and with the exception of the signed contract set, are to be returned to the Bank on request on completion of the work.

4. FAILURE BY BIDDER S TO COMPLY WITH BANK'S INSTRUCTIONS:

If the Bidder after receipt of written notice from the Bank and / or the Consultant requiring compliance of any instructions within ten days fails to comply with such instructions, the Bank through the Consultant may employ other person, to carry out any such instructions whatsoever that may be necessary to give effect thereto and pay all cost in connection therewith. The Bidder shall either pay the Bank the cost incurred by the Bank in connection therewith or the Bank may release the cost from any money due or to become due to the Bidder.

• Owner's Right to Terminate the Contract:

If the Bidder 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 7 days after notice to him to do so to show to the reasonable satisfaction of the Architect / Consultant that he is able to carry out and fulfill the contract and to give security therefore if so required by the Architect / Consultant.

Or, if the Bidder (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 Bidder .

Or, shall assign or sublet his contract without the consent in writing of the SBI through the Architect / Consultant or shall charge or encumber this contract or any payment due to which may become due to the Bidder there under:

- (a) has abandoned the contract, or,
- (b) has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for 15 days after receiving from the SBI through the Architect / Consultant written notice to proceed, or,
- (c) has failed to proceed with the works with such diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or has failed to remove the materials from the site or to pull down and replace work within seven days after written notice from the SBI through the Architect / Consultant that the said materials were condemned and rejected by the Architect / Consultant under these conditions, or,
- (d) 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 Bidder for seven days after written notice shall have been given to the Bidder to observe or perform the same or has to the detriment of good workmanship or in defiance of the SBI's or Architect's / Consultant's instructions to the contrary subject any part of the contract.

Then and in any of said cases the SBI and or the Architect / Consultant, may not withstanding any previous waiver, after giving seven days' notice in writing to the Bidder , determine the contract, but without thereby affecting the powers of the SBI or the Architect / Consultant or the obligation and liabilities of the Bidder the whole of which shall continue in force as fully as if the contract had not been so determined and as if the works subsequently had been executed by or on behalf of the Bidder .

And further the SBI through the Architect / Consultant their agents or employees may enter upon and take possession of the work and all plants, tools, scaffoldings, materials, sheds, machineries lying upon the premises or on the adjoining lands or Roads use the same by means of their own employees or workmen in carrying on and completing the work or by engaging any other Bidder s or persons to complete the work and the Bidder shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other Bidder or other persons employed for completing and finishing or using the materials and plant for the works.

When the works shall be completed or as soon thereafter as convenient the SBI or the Architect / Consultant shall give a notice in writing to the Bidder to remove his surplus materials and plants and should the Bidder fail to do so within 15 days after receipt thereof by him the SBI sell the same by public auction after due publication, and shall adjust the amount realized by such auction. The Bidder shall have no right to question any of the act of the SBI incidental to the same of the materials etc.

5. VISIT TO THE SITE:

Intending tenderer shall visit the site and make him thoroughly acquainted with the local site condition, nature and requirements of the work, facilities of transport condition, availability of labour and materials, access and storage for materials and removal of rubbish. The tenderer shall provide in the 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 or compensation for difficulties faced or losses incurred on account of any site condition which existed before the commencement of the work or which in the opinion of the Bank / Consultant, might be deemed to have reasonably been inferred as so existing before commencement of work.

6. TENDERS:

The entire tendering process will be conducted in offline mode.

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

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 Bank / Consultant, detailed analysis of any or all the rates shall be submitted. The Bank shall not be bound to accept the Bidder's rate analysis.

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

All items of work described in the schedule of quantities are to be deemed and paid as complete work in all respects and details including preparatory and finishing work 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.

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

The tenderer shall note that his tender shall remain valid for consideration for a period of 90 (ninety) days from the date of opening of tender.

7. TENDER DOCUMENTS:

The work has to be carried out strictly according to the conditions stipulated in tender consisting of the documents as NIT, Instructions to the Tenderers, General Conditions of Contract, Special Conditions of Contract, Technical Specifications, Price Bid, Drawings, etc.

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 as Price Bid, Additional specification, Technical specification, Drawings, Special conditions of contract, GCC, instructions to Tenderers.

8. PERMITS AND LICENSES:

Permits and licenses for release of materials which are under Government control shall be arranged by the Bidder on behalf of the Bank. The Bank will sign any form or application that may be necessary for the purpose.

It may be clearly understood that no compensation or additional charges can be claimed by the Bidder for non-receipt of any such controlled material in due time.

The Bidder will, however, be eligible to a proportionate extension of time on this account which in the opinion of the Bank is reasonable. The Bidder shall at his own cost arrange for storage shed adequate for taking delivery and storing of the materials including any incidentals cost for obtaining permits and licenses etc. The costs for storing, transporting, handling etc. are to be included by the Bidder in his quoted rate.

9. GOVERNMENT AND LOCAL RULES:

The Bidder shall conform to the provisions of all local By-laws and Act relating to the work and to the

Regulations, etc., of the Government and Local Authorities and of any Bank with whose system the premises is proposed to be connected. The Bidder shall give all notices required by the said Act, Rules, Regulations and By laws etc. and pay all fees payable to such authority / authorities for execution of the work involved. The cost, if any, shall be deemed to have been included in his quoted rates, taking into account all liabilities for licenses, fees for footpath encroachment and restorations etc. and shall defend all actions arising from such claims or liabilities.

10. TAXES AND DUTIES:

The tenderers must include in their tender prices quoted for all duties, royalties, cess, excise, sales tax, work contract tax or any other taxes or local charges, as applicable. No extra claim on this account will in any case be entertained. However, GST as per GST act will be paid on production of GST Registration Certificate and on claim.

11. PROVISIONAL SUMS (P. S.):

All provisional sum described in the schedule of quantities as P.S. shall be exclusively allotted to the purchase of materials and not for any handling / fixing to be done by the Bidder. Such costs of handling and fixing with profit (including transport charge if required) shall be separately included in the contract price as described in the schedule of quantities. The disposal of the amounts covered under this head will be absolutely at the discretion of the Bank. Bidder is to make payments for these materials to the suppliers on certificate or orders issued by the Bank and realize the payment from the Employee thus made through his bills for work done.

12. QUANTITY OF WORK TO BE EXECUTED:

The quantities shown in the Schedule of quantities are intended to cover the entire scope of works indicated in the Price bid form, but the Bank reserves the right to execute only a part or the whole or any excess thereof without assigning any reason therefore. If at any time after the commencement of the work, the Bank shall, for any reason whatsoever, not require the whole work thereof as specified in the tender to be carried out the Consultant / Bank shall give notice in writing of the fact to the Bidder who shall have no claim to any payment as compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out; neither shall he have any claim for compensation by reason of any alterations having been made in the original specification, drawing, designs and instructions which shall involve any curtailment of the work as originally contemplated.

13. OTHER PERSONS ENGAGED BY THE BANK:

The Bank 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 other Agency or persons and the Bidder shall allow all reasonable facilities and use of any scaffolding etc. for the execution of such work. All the agencies employed by the Bank on the work shall act in close co-ordination extend mutual assistance to enable completion of the work satisfactorily.

14. EARNEST MONEY, TENDER APPLICATION FEE AND SECURITY DEPOSIT / RETENTION MONEY:

Value of EMD: As mentioned in NIT

Value of ISD: As mentioned in NIT

19. BIDDER TO PROVIDE EVERYTHING NECESSARY:

The Bidder shall provide everything necessary for the proper execution of the work according to the intent and meaning of the drawing, schedule of quantities and specifications taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from and if the Bidder finds any discrepancies therein he shall immediately and in writing refer the

same to the Bank whose decision shall be final and binding. The Bidder shall provide himself for ground and fresh water for carrying out the work at his own cost. The Bank shall on no account be responsible for the expenses incurred by the Bidder for hired ground or fresh water obtained from elsewhere.

The rates quoted against individual items will be inclusive of everything necessary to complete the said items of work within the contemplation of the contract, and beyond the unit price no extra payment will be allowed for incidental or contingent work, labor and / or materials inclusive of all taxes and duties whatsoever except for specific items, if any stipulated in the tender documents.

The Bidder shall supply, fix and maintain at his own cost for the execution of any work, all tools, tackles, machineries and equipment's and all the necessary centering, scaffolding, staging, planking, timbering, strutting, shoring, pumping, fencing, boarding, watching and lighting by night as well as by day required not only for the proper execution and protection of the said work but also for the protection of the public and safety of any adjacent roads, streets, walls, houses, buildings, all other erections, matters and things and the Bidder shall take down and remove any or all such centering, scaffolding planking, timbering, strutting, shoring etc. on occasions as required or when ordered so to do and shall fully reinstate and make good all matters and things disturbed during the execution of work to the satisfaction of the Bank / Consultant.

The Bidder, if required, shall also provide such road on site as may be necessary for the proper performance of the contract and for his own convenience but not otherwise. Upon completion, such road shall be broken up and leveled where so required unless the Bank shall otherwise direct.

The Bidder shall at all times give access to workers employed by the Bank or any men employed on the building and to provide such parties with proper, sufficient and if required, special scaffolding, hoists and ladders and provide them with water and lighting and leave or make any holes, grooves etc. in any work, where directed by the Bank as may be required to enable such workman to lay or fix pipes, Air-conditioning wiring, special fittings etc. The quoted rate of the tenderers shall accordingly include all these above-mentioned contingent works.

20. TIME OF COMPLETION / EXTENSION OF TIME AND PROGRESS CHARTS:

a) Time of Completion:

The entire work is to be completed in all respects within the stipulated period of **35 days** (including Sundays and Holidays) from the Date of Issue of the Work Order or the Site Handover Date, whichever is later. The work shall be deemed to be commenced within 7 (seven) days from the issue of formal work order or the date on which the Bidder is instructed to take possession of the site, whichever is later. Time is the essence of the contract and shall be strictly observed by the Bidder.

The work shall not be considered as complete until the Bank have certified in writing that this has been completed and the Defects Liability Period shall commence from the date of such certificate.

b) Extension of Time:

If in the opinion of the Bank, the work be delayed for –

- delayed handing over of site
- by reason of any exceptionally inclement weather
- by reason of instructions from the Bank in consequence of proceedings taken or threatened by or disputes, with adjoining or neighboring owners
- by the work, or delay of other Bidder s or tradesmen engaged or nominated by the Bank and not referred to in the specification
- by reason of authorized extra and additions
- by reason of any combination of workman or strikes or lockout affecting any of the building trades
- from other causes which the Bank may consider are beyond the control of the Bidder, the Bank at the completion of the time allowed for the contract shall make fair and reasonable extension of time for completion in respect therefor.

In case of such strikes or lockouts, as are referred to above, the Bidder shall immediately give the Bank written notice thereof. Nevertheless, the Bidder shall use his best endeavors to prevent delay and shall do all that as may be reasonably required, to the satisfaction of the Bank to proceed with the work and on his so doing it will be ground of consideration by the Bank for an extension of time as above provided. The decision of the Bank as to the period to be allowed for an extension of time for completion hereunder (which decision shall be final and binding on the Bidder) shall be promulgated at the conclusion of such strike or lock-out and the Bank shall then, in the event of extension being granted, determine and declare the final completion date. The provision in clause 19 with respect to payment of liquidated damages shall, in such case be read and construed as if the extended date fixed by the Bank were substituted for and the damage shall be deducted accordingly.

21. LIQUIDATED DAMAGES:

Should the work be not completed to the satisfaction of the Bank within the stipulated period, the Bidder shall be bound to pay to the Bank a sum calculated @ **0.5 %** of the accepted Contract Price per week of delay, subject to a maximum of **5%** of the Contract Price or Certified Bill Value, whichever is higher, by way of liquidated damages and not as penalty during which the work remains uncompleted or unfinished after the expiry of the completion date.

• Addendum to Liquidated Damages Clause:

The parties hereby agree that due to negligence of act of the Bidder , if the employer suffers losses, damages, the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and the Bidder agree to pay such liquidated damages, as defined hereunder as per the provisions of this Contract.

The number of liquidated damages under this Contract shall not exceed 5% of the Contract Price or Certified Bill Value, whichever is higher. The liquidated damages shall be applicable under following circumstances:

- (i) If the deliverables are not submitted as per schedule and time, the Bidder shall be liable to pay 1% of the total cost of the services for delay of each week or part thereof.
- (ii) If the deliverables are not acceptable to the Employer, and defects are not rectified to the satisfaction of the Employer within 30 days of the receipt of the notice, the Bidder shall be liable for Liquidated Damages for an amount equal to 0.5% of total cost of the services for every week or part thereof for the delay.

Any delay beyond this, STATE BANK OF INDIA shall be free to terminate the contract and get the work done from an alternate source at the risk of the Bidder , besides forfeiting ISD. The decision of the Bank as to the period of delay on the part of the Bidder and the quantum of compensation for such delay shall be final and binding on the Bidder . If the Bidder is unavoidably hindered in carrying out the work on account of delayed decision or the approval by the Bank, which are necessary to carry out further work, he shall be allowed suitable extension of time by concerned authority of the Project, whose decision shall be final and binding on the Bidder . No claim of the Bidder shall be entertained against the Bank for such delayed approvals / decisions by the Corporation, excepting suitable extension of time.

22. ACTION WHEN WHOLE OF SECURITY DEPOSIT IS FORFEITED:

In any case in which under any clause or clauses of this contract, the Bidder shall have rendered himself liable to pay liquidated damages amounting to the whole of his security deposit (whether paid in one sum or deducted by installments) the Bank shall have power to adopt any of the following courses as they may deem best suited to the interest of the Bank:

- a. To rescind the contract (of which rescission notice in writing to the Bidder under hand of the Bank shall be conclusive evidence) and in which case the security deposit of the Bidder shall stand

forfeited and be absolutely at the disposal of the Bank.

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

23. TOOLS, STORAGE OF MATERIALS, PROTECTIVE WORKS AND SITE OFFICE REQUIREMENTS:

The Bidder shall provide, fix up and maintain in an approved position proper office accommodation for the Bidder 's representative and staff, which offices shall be open at all reasonable hours to receive instruction notices or communications and clear away on completion of the work and make good all work disturbed.

All drawing maintained on the site are to be carefully mounted on boards of appropriate size. They are to be protected from ravages of termites, ants and other insects.

The Bidder , if called for, shall provide at his own cost all artificial light required for work and to enable other Bidder s and sub-Bidder s to complete the work within the specified time.

The Bidder , if called for, shall provide a suitable temporary hut for the watchmen and clear away the same when no longer required and to provide all necessary attendance, lights etc. required.

The Bidder , if called for, shall arrange for temporary latrines for the use of workers and field staff and keep the same in a clean and sanitary condition to the satisfaction of the Public Health Authorities and shall cause such latrines and soil to be cleared away whenever necessary and shall make good all the work disturbed by these conveniences.

Every precaution shall be taken by the Bidder to prevent the breeding of mosquitoes on the work during the construction and all receptacles, cisterns, water tanks etc. used for storage of water must be suitably protected against, breeding of mosquitoes. The Bidder shall indemnify the Bank against any breach of rules in respect of anti-malarial measures. The Bidder shall not fix or place any placards or advertisement of any description or permit the same to be fixed or placed in or upon any boarding gantry, building structure other than those approved by the Bank.

Protective Measures

The Bidder from the time of being placed in possession of the site must make suitable arrangements for watching, lighting and protecting the work, the site and surrounding property by day, by night, on Sunday and other holidays.

The Bidder shall indemnify the Bank against any possible damage to the building, roads or member of

the public in courses of execution of the work.

The Bidder shall provide necessary temporary enclosures, gates, entrances etc. for the protection of the work and materials and for altering and adopting the same as may be required and removing on completion of the work and making good all work disturbed.

Storage of Materials

The Bidder shall provide and maintain proper sheds for the proper storage and adequate protection of the materials etc. and other work that may be executed on the site including the tools and materials of sub-Bidders and remove the same on completion. Sheds for storage of cement are to have pucca floor raised above the ground. Cement godown shall be constructed for storing about six weeks requirements of cement and stored as per norms with a stack of 10 bags each, 2 ft. opening all around with 2 ft. passage between each stack.

Structure shall be waterproof from all the sides and top. Cement should be stored one ft. above the ground level and have pucca raised floor.

So also, reinforcement bars are to be stored above the ground level to prevent the same from getting rusted.

Tools : All tools, equipment's and instruments as instructed by the Bank and considered necessary for the work shall be provided by the Bidder for the due performance of this contract.

All measuring tapes shall be of steel and suitable scaffolding and ladders that may be required for safely taking measurement shall be supplied by the Bidder.

The workmen and the supervisors on the work shall carry with them always a steel tape, a spirit level, a plumb bob and a square and shall check the work to see that the same is being done according to the drawing and specifications. The site Engineer will use any or all measuring instruments or tools belonging to the Bidder as he chooses for checking the work executed or being executed on the contract.

The Bidder should cover in his rates for making provisions for all reasonable facilities for the use of his scaffolding, tools and plant etc. by sub-Bidders for their work.

24. NOTICE AND PATENTS OF APPROPRIATE AUTHORITY AND OWNERS:

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

The Bidder /s shall arrange to give all notices required for by the said Acts. Regulations or Bylaws 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 Bank.

The Bidder shall indemnify the Bank against all claims in respect of patent right, royalties, damages to buildings, roads or members of public in course of execution of work and shall defend all action arising from such claims and shall keep the Bank saved harmless and indemnified in all respects from such actions, costs and expenses.

25. CLEARING SITE AND SETTING OUT WORKS:

The site shown on the plan shall be cleared of all obstruction, trees, bushes, shrubs, loose stone and rubbish materials of all kinds. All holes or hollows whether original, existing or produced by removal of loose stone or materials shall be carefully filled up with earth well rammed and leveled off as directed at his own cost.

The Bidder shall set out the work and shall be responsible for the true and perfect setting out of the work and for the correctness of the position, levels, dimensions and alignment of all parts thereof. If at any time, any error shall appear during the progress of any part of the work, the Bidder shall at his own expenses rectify such error, if called upon to the satisfaction of the Bank / Consultant. The Bidder shall further set out

the work to the alternative positions at the site until one is finally approved and the rates quoted in his tender should include for this and no extra on this account will be entertained.

Safety Warnings at Site:

The Bidder shall have to arrange necessary flex signage depicting statutory warnings viz. “**RESTRICTED AREA : WORK IN PROGRESS**”, “**MEN AT WORK**”, etc.

26. DATUM:

The average ground level will be considered as the crown of the nearest road, which should be taken as “Datum” which is however, subject to final confirmation by the Bank / Consultant. All levels shown in the drawings are to be strictly adhered to.

27. BENCHES:

The Bidder is to construct and maintain proper benches of all the main walls, in order that the lines and levels may be accurately checked at all times.

These benches will consist of timber posts of adequate length and minimum diameter 75 mm to be driven in the ground at suitable distance as directed encased with brick work. The wire nails will be driven on the top of timber posts on the center lines of columns, walls, inside and outside face of foundation trenches. Centre line of walls, columns etc. may be clearly indicated and checked at any time if it is so required.

28. BIDDER IMMEDIATELY TO REMOVE ALL OFFENSIVE MATTERS:

All soil, filth or other matters of any offensive nature taken out of any trench, sewer, drain, cesspool or other place shall not be deposited on the surface but shall be once be carted away by the Bidder to a safe place as per rules of the appropriate authorities. The Bidder shall keep the foundation and work free from water and shall provide and maintain at his own expenses electrically or other power-driven pumps and other plant to the satisfaction of the Bank for the purpose, until the building is handed over to the Bank. The Bidder shall arrange for the disposal of the water so accumulated to the satisfaction of the Bank and the local authority and no claims will be entertained afterwards if he does not include in his rates for the purpose.

29. ACCESS:

Any authorized representative of the Bank shall at all reasonable times have free access to the work and / or to the workshops, factories or other places where materials are being prepared or constructed for the work and also to any place where the materials are lying or from where they are being obtained, and the Bidder shall give every facility to the Bank or their representatives necessary for inspection and examination and test of the materials and workmanship. Except the representatives of the Bank and Consultant no person shall be allowed at any time without the written permission of the Bank.

30. MATERIALS, WORKMANSHIP, SAMPLES, TESTING OF MATERIALS:

All the work specified and provided for in the specification 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 workman like 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 Bank during the execution of the work, and to his entire satisfaction.

If required by the Bank / Consultant, the Bidder shall have to carry out tests on materials and workmanship in approved materials testing laboratories or as prescribed by Bank at his own cost to prove that the materials etc. under test conform to the relevant I.S. standards or as specified in the specification. No extra payment on this account should in any case be entertained.

A list of Mandatory Tests is given in Technical Specification which is only indicative and not exhaustive. Any other tests, special or routine, on any material or workmanship, advised to be done by the Bank for any reason shall be done by the Bidder for which no additional payment will be made.

All the materials, stores & equipment's required for full performance of the work under the contract must be provided through normal channels and must include charge for sales tax, import duties and other charges as applicable and must be best of their kind available and the Bidder /s must be entirely responsible for the proper and efficient carrying out of the work. The work must be done in the best workmanship manner. Samples of all materials to be used shall be submitted to the Bank and written approval from the Bank shall be obtained prior to placement of order. A list of materials of approved make and brand is annexed. Materials mentioned in the said list shall be used. In case materials specified in the list are not available the Bidder /s may use the equivalent product with prior permission from the Bank / Consultant. As regards equivalent product / material the opinion of the Bank shall be final and binding on the Bidder .

During the inclement weather the Bidder shall suspend concreting and plastering for such time as the Bank may direct and shall protect from injury all work during its course of execution. Any damage (during construction) to any part of the work for any reasons due to rain, storm or neglect of Bidder , shall be rectified by the Bidder in an approved manner at no extra cost.

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

The Bidder 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 tradesman or sub-Bidder and any damage caused must be made good by the Bidder at his own expenses.

31. REMOVAL OF IMPROPER WORK:

The Bank 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 Bank are not in accordance with specification or instruction, the substitutions or proper re-execution of any work executed with materials or workmanship not in accordance with the drawings and specifications or instruction. In case the Bidder refuses to comply with the order Bank 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 Consultant shall be borne by the Bidder or may be deducted from any money due to or that may become due to the Bidder . No certificate which may be given by the Consultant shall relieve the Bidder from his liability in respect of unsound work or bad materials.

32. SITE ENGINEER:

The term "Site Engineer" shall mean the person if, any, appointed and paid by the Bank to superintendent the work. The Bidder shall afford the Site Engineer every facility and assistance for examining the work and materials and for checking and measuring work and materials. The Site Engineer shall have no power to revoke, alter, enlarge or relax any requirements of the Contract or to sanction any day work, additions, alterations, deviations or omission or any extra work whatever, except in so far as such authority may be specially conferred by a written order of the Bank / Consultant.

The Site Engineer shall have power to give notice to the Bidder or to his foreman, of non-approval of any work or materials and such work shall be suspended or the use of such materials shall be discontinued until the decision of the Bank is obtained. The work will from time to time be examined by the Consultant / Bank or his authorized representative and the Site Engineer. But such examination shall not in any way exonerate the Bidder from the obligation to remedy any defects, which may be found to exist at any stage of work or after the same is complete. Subject to the limitations of this clause the Bidder shall take instructions only from the Consultant / Bank.

33. OFFICE ACCOMMODATION FOR THE SITE ENGINEER :

The Bidder shall provide erect and maintain at his cost a separate simple watertight office accommodation for the Site Engineer / PMC in case it is not already available at site. This accommodation shall be well lighted and ventilated and provided with windows, door with a lock. The Site Engineer's / PMC's office shall be minimum of 14 Sqm (150 Sq.ft.) and the Bidder shall provide a desk, chair, drawers for keeping drawings, a cupboard having proper lock and backboard for displaying drawings and lights and fans. The accommodation shall be demolished when directed.

34. BIDDER'S EMPLOYEES:

The Bidder 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 instruction of the Bank / Consultant. The Bidder shall engage at least one experienced technical representative as Site-in-Charge for execution of the work. The Bidder shall employ in connection with the work persons having the appropriate skill or ability to perform their job efficiently.

The Bidder shall employ local laborers on the work as far possible. No laborer below the age of sixteen years and not an Indian National shall be employed on the work.

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

The Bidder shall comply with the provisions of all labor legislation including the requirements of the following –

- a) The Payment of Wages Act
- b) Bank's Liability Act
- c) Workman's Compensation Act
- d) Contract Labor (Regulation and Abolition) Act, 1970 and Central Rules 1971.
- e) Apprentices Act 1961
- f) Any other Act or enactment relating thereto, and rules framed there under from time to time.

The Bidder shall keep the Bank saved harmless and indemnified against claims of any of the workmen and all costs and expenses as may be incurred by the Bank in connection with any claim that may be made by any workman are recoverable from the Bidder.

The Bidder shall comply at his cost with order of requirement of any Health Officer of the State or any local authority or of the Bank regarding the maintenance of proper environmental sanitation of the area where the Bidder's labourers are housed or accommodated, for the prevention of small-pox, cholera, plague, typhoid, malaria and other contagious diseases. The Bidder 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 work and shall remove and clear away the same on completion of work. Adequate precaution shall be taken by the Bidder or prevent nuisance of any kind on the work or on the lands adjoining the same. The Bidder shall arrange to provide first aid treatment to the labourers engaged on the work. He shall within 24 hours of occurrence of any accident at or about the site or in connection with execution of work, report such accident to the Bank and also to the competent authority where such report is required by law.

35. DISMISSAL OF WORKMEN:

The Bidder shall on the request of the Bank immediately dismiss from work any person employed thereon by him, who may in the opinion of the Bank be unsuitable or incompetent or who may misconduct himself. Such discharge shall not be the basis of any claim for compensation or damages against the Bank or any of their officer / employee.

36. ASSIGNMENT:

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

37. DAMAGE TO PERSONS AND PROPERTY, INSURANCE, etc.:

The Bidder shall be responsible for all injury to the work or workmen, to persons, animal 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-Bidder or of any of his or a sub-Bidder's employees, whether such injury or damage arise from carelessness, accident or any of his or a sub-Bidder's employees, 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, footpaths or ways as well as damage caused to the buildings and the work forming the subject of this contract by rain, wind or other inclemency of the weather. The Bidder shall indemnify the Bank and hold harmless in respect of all and any expenses arising from any such injury or damages to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any acts of compensation or damage consequent upon such claim.

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

38. INSURANCE:

39.1 Without limiting his obligations and responsibilities under the contract, the Bidder shall insure in the joint names of the State Bank of India and the Bidder against all loss of damages from whatever cause arising other than the excepted risk, for which he is responsible under the terms of contract and in such a manner that the State Bank of India and Bidder are covered for the period stipulated under Clause 20 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 contract in the course of any operations carried out by him for the purpose of complying with his obligations under clause.

- a) The works for the time being executed to the estimated current Contract value thereof, or such additional sum as may be specified together with the materials for incorporation in the work at their replacement value.
- b) The constructional plant and other things brought on to the site by the Bidder to the replacement value of such constructional plant and other things.
- c) Such insurance shall be in effect with an insurer and in terms approved by the State bank of India which approval shall not be unreasonably withheld and the Bidder shall whenever required produce to the Architect / consultant the policy of insurance and he receipts for payment of the current premiums.

39.2 Damage to persons and property

The Bidder shall, except if and so far as the contract provides otherwise indemnify the State Bank of India 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 of occupation of land by or any part thereof.
- b) The rights of State Bank of India 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 State Bank of India their agents, employees or other Bidder s not being employed by the Bidder 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 Bidder , 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 State Bank of India, their employees, or agents or other Bidder s for the damage or injury.

39.3 Bidder to indemnify State Bank of India

The Bidder shall indemnify the STATE BANK OF INDIA against all claims, proceedings, damages, costs, charges and expenses in respect of the matters referred to in the provision mentioned in this NIT.

39.4 Bidder 's superintendence

The Bidder shall fully indemnify and keep indemnified the State Bank of India against any action, claim, or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable 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 STATE BANK OF INDIA in respect of such matters as aforesaid the Bidder shall be immediately notified thereof and the Bidder shall be liberty, at his own expenses to settle any dispute or to conduct any litigation that may arise there from, provided that the Bidder shall not be liable to indemnify the STATE BANK OF INDIA if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Architect / Consultant in this behalf.

39.5 ACCIDENT OR INJURY TO WORKMAN

39.7.1 *The State Bank of India 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 Bidder or any sub-Bidder , save and except an accident or injury resulting from any act or default of the State Bank of India or their agents, or employees. The Bidder shall indemnify and keep indemnify State Bank of India against all such damages and compensation, save and except as aforesaid, and against STATE BANK OF INDIA claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

39.7.2 Insurance against accident etc. to workmen

The Bidder shall insure against such liability with an insurer approved by the State Bank of India 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 an sub-Bidder the Bidder 's obligation to insure as aforesaid under this sub-clause shall be satisfied if the sub-Bidder shall have insured against the liability in respect of such person in such manner that State Bank of India is indemnified under the policy but the Bidder shall require such sub-Bidder to produce to the Architect / Consultant when such policy of insurance and the receipt for the payment of the current premium.

39.7.3 Remedy on Bidder 's failure to insure

If the Bidder fails to effect and keep in force the insurance referred to above or any other insurance which he may be required to effect the terms of contract, then and in any such case the State Bank of India may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for

that purpose and from time to time deduct the amount so paid by the State Bank of India as aforesaid from any amount due or which may become due to the

Bidder, or recover the same as debt from the Bidder. In addition, an amount of penalty of Rs. 1.00 lakh will be imposed and to be recovered from the proceedings of any bill due to be paid to the Bidder.

39.7.4 Without prejudice to the others' rights of the State Bank of India against Bidder s. In respect of such default, the employer shall be entitled to deduct from any sums payable to the Bidder the amount of any damages costs, charges, and other expenses paid by the State Bank of India and which are payable by the Bidder s under this clause. The Bidder 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 Bidder and the Bidder 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.

39. ACCOUNT RECEIPTS AND VOUCHERS:

The Bidder shall upon the request of the Bank furnish them with all the invoices, accounts, receipts and other vouchers that they may require in connection with the work under this contract.

If the Bidder shall use materials less than what he is required under the contract, the value of the difference in the quantity of the materials he was required to use and that he actually used shall be deducted from his dues. The decision of the Bank shall be final and binding on the Bidder as to the amount of materials the Bidder is required to use for any work under this contract.

40. MEASUREMENT OF WORK :

The Bidder will record and submit to the Site Engineer / Consultant / Bank with the details of measurements for their scrutiny and signature. The Bidder should submit the bill with such endorsement of Site Engineer / Bank.

On receipt of the bill, the Bidder shall intimate the bank that he requires the work to be measured, and the Bidder shall forthwith attend or send a qualified agent to assist the Bank's representative in taking such measurements and calculations and to furnish all particulars or to give all assistance required by them.

41. METHOD OF MEASUREMENT:

Unless otherwise mentioned elsewhere in the tender, measurement will be on the net quantities of work produced in accordance with up-to-date rules laid down by the Indian Standard Institution. In the event of any dispute with regard to the measurement of the work excluded the decision of the Bank shall be final and binding on the Bidder.

42. ACTION WHERE NO SPECIFICATION:

In the case of any of work for which there is no such specification in Technical Specification such work shall be carried out in accordance with the I.S. Specification and in the event of there being no IS Specification, then in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Consultant / Bank.

43. BIDDER NOT TO DEPOSIT MATERIALS IN A MANNER THAT MAY CAUSE INCONVENIENCE TO THE PUBLIC:

The Bidder (s) shall not deposit materials at locations, which will cause inconvenience to the public. The Consultant may require the Bidder to remove any materials, which are considered by him to be a danger or inconvenient to the public and cause them to be removed at the Bidder's cost.

a) FINAL PAYMENT:

The final bill shall be accompanied by a certificate of completion form the EIC (Engineer in charge) / User (Bank representative) along with all other documents required to be submitted by the Bidder under these conditions. Payment of final bill shall be made after deduction of Retention Money , which sum shall be refunded in the manner stated in these conditions. The acceptance of payment of the final bill by the Bidder would indicate that he would have no further claim in respect of the work executed.

44. VARIATION / DEVIATION:

The Bidder may when authorized and shall, when directed in writing by the Bank, add and or omit or vary the work shown in the price bid form / priced schedule of quantities. The Bidder on his own accord shall make no addition, omission or variation without such authorization from Bank. A verbal authority or direction by the Bank if confirmed by the Bidder in writing within 7 days shall be deemed to have been given in writing.

The price of all such additional / non-tendered items will be worked out on the basis of rates quoted for similar items in the contract wherever existing or an engineering rate analysis based on prevalent fair price of labor materials at site of work including wastage and other components as required plus 15% for overhead and profit etc. works contract sales Tax at prevailing rate will be payable extra over the stipulated OH / project percentage. The tender rates shall hold good for any increase or decrease in tender quantities.

No claim for an extra shall be allowed unless it has been executed by the authorization of Bank / Consultant. No variation shall vitiate the contract.

SUBSTITUTION:

Should the Bidder desire to substitute any testing methodology , he / they must obtain the approval of the Bank in writing for any such substitution well in advance. For materials designated in this specification by such term as “Equal” or “other approved”, etc. Specific approval of the Bank shall be obtained in writing prior to execution.

45. CLEARING SITE ON COMPLETION:

On completion of the work the Bidder shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary work of every kind and leave the whole of the site and the work clean and in workman like condition to the satisfaction of the Bank / Consultant.

46. ESCALATION:

The rates quoted shall be firm throughout the tenure of the contract (including extension of time, if any granted) and will not be subject to any fluctuation due to increase in cost of materials, labour, sales tax, octroi etc. unless specifically provided for this document.

47. IDLE LABOUR:

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

48. SUSPENSION:

If the Bidder , except on account of any legal restraint upon the Bank preventing the continuance of the work or in the opinion of the Bank shall neglect or fail to proceed with the due diligence in the performance of his part of the contract or if he shall more than once make default, the Bank shall have the power to give notice in writing to the Bidder requiring the work 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 Bidder shall not be at liberty to remove from site of the work 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 Bidder shall fail for 15 days after such notice has been given to proceed with the work as therein prescribed, the Bank may proceed as provided in the NIT.

49. TERMINATION OF CONTRACT BY BANK:

If the Bidder being a Bank 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 compensation 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 Bidder in insolvency, shall repudiate the contract or if a Receiver of the Bidder'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 bank that he is able to carry out and fulfill the contract and if so required by the Bank to give reasonable security there for, or if the Bidder 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 Bidder or shall assign, charge or encumber this contract or any payments due or which may become due to the Bidder, thereunder, 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 Bidder within three clear days after the notice shall have been given to the Bidder in manner hereinafter mentioned requiring the Bidder to observe or perform the same or shall use improper materials or workmanship in carrying on the work, or shall in the opinion of the Bank not exercise such due diligence and made such due progress as would enable the work to be completed within due time agreed upon and shall fail to proceed to the satisfaction of the Bank after three clear days' notice requiring the Bidder to do so shall have been given to the Bidder as hereinafter mentioned, or shall abandon the contract, then and in any of the said cases, the Bank may notwithstanding any previous waiver determine the contract by a notice in writing to the effect as hereinafter mentioned, but without thereby affecting the powers of the Bank of the obligations and liabilities of the contract the whole of which shall continue in force as fully as if the contract had not been so determined and as if the work subsequently executed had been executed by or on behalf of the Bidder (without thereby creating any trust in favour of the Bidder). Further the Bank 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 being lying upon premises or the adjoining lands or road 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 work or by employing any other Bidder s or other person to complete, and the Bidder shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other Bidder s or other persons or person employed from completing and finishing or using the materials and plants for the work. When the work shall be completed or as soon as thereafter as conveniently may be, the Bank shall give notice in writing to the Bidder to remove his surplus materials and plants and should the Bidder fail to do so within a period of 14 days after receipt by him of the said notice, the Bank may sell the same by Public Auction and shall give credit to the Bidder for the amount so realized. Any expenses or losses by the Bank in getting the work carried out by other Bidder s shall be adjusted against the amount payable to the Bidder by way of selling his tools and plants or due on account of work carried out by the Bidder prior to engaging other Bidder s or against the Security Deposit.

50. ARBITRATION

i) 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.

If the Bidder considers that he is entitled to any extra payment or compensation in respect of the works over and above the amount s admitted as payable by the Architect or in case the Bidder wants to dispute the validity of any deductions or recoveries made or proposed to be made from the contract or raise any dispute, the Bidder shall forthwith give notice in writing of his claim, or dispute to the Assistant General manager (Premises & Estate) S.B.I. LHO, Kolkata 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 Bidder shall not be entitled to raise any claim nor shall the Bank be in any way liable in respect of any claim by the Bidder unless notice of such claim shall have been given by the Bidder to the Asst. General Manager (Premises & Estate) in the manner and within the time as aforesaid. The Bidder shall be deemed to have waived and extinguished all his rights in respect of any claim not notified to the Asst. General Manager (Premises & Estate) in writing in the manner and within the time aforesaid.

ii) The Asst. General Manager (Premises & Estate) shall give his decision in writing on the claims notified by the Bidder . The Bidder may within 30 days of the receipt of the decision of The Asst. General Manager (Premises & Estate) submit his claims to the conciliating authority namely the Circle Development Officer, S.B.I. L.H.O., Kolkata for conciliation along with all details and copies of correspondence exchanged between him and The Asst. General Manager (Premises & Estate).

iii) If the conciliation proceedings are terminated without settlement of the disputes, the Bidder shall, within a period of 30 days of termination thereof shall give a notice to the concerned Chief General Manager of the Bank for appointment of an arbitrator to adjudicate the notified claims failing which the claims of the Bidder 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 Bidder as aforesaid and all claims of the Bank shall be referred for adjudication through arbitration by the Sole Arbitrator appointed by the Chief General Manager. It will also be no objection to any such appointment that the Arbitrator so appointed is a Bank Officer and that he had to deal with the matters to which the Bidder relates in the course of his duties as Bank Officer. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid by the said Chief General Manager. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

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

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

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

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.

Declaration:

I/We hereby declare that I/We have read the above terms and conditions /instructions carefully and fully understood and will abide by the same.

Signature of the vendor with seal

Place :

Date:

TECHNICAL SPECIFICATION

AS PER PRICE BID FORM / BOQ

APPROVED MAKES OF MATERIALS

Wall Putty (Interior & exterior grade both)	Birla White/ J.K white
Cement	JK. Ultratech, Acc/Lafarge
Sand/aggregates	Locally available good quality sand & hard aggregates approved by EIC
Shuttering Material	Shutter Structure Approved by EIC. Good Quality Ply with MS frame.
Reinforcement	SAIL/TATA/Jindal Steel
Brick:	1 st Class Modular Brick certified by PWD (WB)
Doubly charged vitrified tiles	(KAJARIA/NITCO/ORIENT/SOMANY)
Ceramic tiles	(Johnson/NITCO/ORIENT/KAJARIA)
Synthetic enamel, Distemper, plastic emulsion	Berger /Asian /Dulox
Sand	Locally available good quality sand approved by EIC
Interior Grade Acrylic Primer	(ASIAN PAINTS/BERGER/ICI)
Interior emulsion paints	(ASIAN PAINTS/BERGER/ICI)
EXTERIOR Grade Acrylic Primer	(ASIAN PAINTS/BERGER/ICI)
Exterior Weather Coat paint	(ASIAN PAINTS/BERGER/ICI)
Sanitary Fittings	Parryware/Hindware/Cera/Nirali
Plumbing Fixture	Jaquar/Cera/Essco
GI Pipes	TATA(Medium)
UPVC Pipes	Finolex /Oriplast/Supreme/Astral or Approved Equivalent
Oil & cement paints All type	Berger /Asian /Dulox
Reinforcement	SAIL/TATA/Jindal Steel
Structural steel	As per relevant IS Codes

Any other items required : As per prior approval of EIC or user Department.

Contractor signature with Date & Stamp

Note : Vendors are requested to note that Specification & approved make of materials mentioned in the BOQ/Price bid will be the final one, in case of any discrepancy/difference found In between the Specification & approved make of materials of BOQ/Price bid and NIT

SPECIAL CONDITION OF CONTRACT

1. **Setting out the work:** a) The Bidder 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 consultant/ Bank's Engineer before proceeding with the work. If at any time any error in this respect shall appear during the progress of the works, irrespective of the fact that the layout had been approved by the consultant/ Bank's Engineer the Bidder shall be responsible for the same and shall at his own expenses rectify such error, if so, required to satisfaction of the SBI.
 - a) The dimension provided in the schedule as well as in the drawing are likely to vary slightly according to the size & space available in the Premise Area where they are to be provided or placed, Bank have the right to slightly modified the dimensions of the items to suit the site & no claim therefore shall be made by the Bidder .
2. **Protection of works and property:** The Bidder shall continuously maintain adequate protection, of all his work from damage and shall protect the SBI's properties from injury or loss arising in connection with contract. He shall make good any such damage, injury, loss due to his fault or negligence except which are due to causes beyond his control.
3. **Inspection of Work:** The Bank's Engineer/Consultant or their representatives shall at all reasonable time have free access to the work site and/or to the workshop, factories or other places where materials are lying or from where they are obtained and the Bidder shall give every facility for inspection and examination and test of the materials and workmanship.
4. **Quality of Materials, Workmanship & Test:** All materials and workmanship shall be best of the respective kinds described in the contract and in accordance with Bank's Engineer/Consultant instructions and shall be subject from time to time to such tests as the Bank's Engineer/Consultant may direct at the place of manufacture or fabrication or on the site or an approved testing laboratory. The Bidder shall provide such assistance, instruments, machinery, labour and materials as are normally required for examining measuring sampling and testing any material or part of the work before/after incorporation in the work for testing as may be selected and required by the Architect/Consultant.
5. **Obtaining Information related to execution of work:** No claim by the Bidder 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.
6. **Works to be measured:** The Bank's Engineer/Consultant may from time to time intimate to the Bidder that he required the work to be measured and the Bidder shall forthwith attend or send a qualified representative to assist the them in taking such measurements and calculation and to furnish all particulars or to give all assistance required by any of them. The Bidder 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 authorized extra work, omissions and all variations made shall be included in such measurements.

7. **Bill Submission Format:** The bill shall be as per tender specification as detailed below along with Detail Measurement Sheet. Bill will not be accepted if detail calculation sheet of the quantity executed at site is not being attached. If required then the Bidder may be ask to submit the Manufacturing certificate in due course of bill checking period

SI. No	Description	Unit	Tender rate	Ten qty	Act qty (L/B/D)	Ted amount	Act amount
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Declaration

I/We hereby declare that I/We have read the above terms and conditions /instructions carefully and fully understood and will abide by the same.

Signature of the vendor with seal:

Place :

Date :