SBI RBO-3, Vaishali Nagar, Prince Road, Jaipur- 302021

TENDER DOCUMENT

PROPOSED HVAC WORKS AT VAISHALI PBB BRANCH GROUND FLOOR JAIPUR, STATE BANK OF INDIA JAIPUR

Date of Issue of Tender	:	01.10.2026
End Date & Time of Submission	:	15.10.2026

ARCHITECT:
M/S. AXES ARCHITECTURAL DESIGN & ENGINEERING SERVICES PVT. LTD.
3-Ta-57, Ratan Duggar Marg,
Jawahar Nagar, Jaipur-302004
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STATE BANK OF INDIA

NOTICE INVITING TENDER

State Bank of India (SBI) Invites Sealed Tenders from The Eligible Empanelled HVAC Contractors in the category of works up to 25 lacs and above FOR **HVAC WORKS AT VAISHALI PBB BRANCH GROUND FLOOR JAIPUR, STATE BANK OF INDIA (RAJASTHAN)**

Details of tenders are as under: -

Additional eligibility: A vendor who has achieved L1 status in any two tenders floated by AO 1, Jaipur during the immediately preceding one month from the date of issue of this tender shall not be eligible to participate.

1.	Name of work	**HVAC WORKS AT VAISHALI PBB BRANCH GROUND FLOOR STATE BANK OF INDIA JAIPUR, (RAJASTHAN)**
2.	Time allowed for completion	**45 days from the date of commencement as defined in Clause 26.0 of the General Conditions of Contract.**
3.	Earnest Money Deposit (EMD)	Rs. 36,000/- (Rupees Thirty Six Thousand only), to be submitted compulsorily in the form of Demand Draft/Banker's Cheque drawn in favour of "AGM, Region 3, State Bank of India, Jaipur", payable at Jaipur. No MSME/MSE exemption from EMD shall be applicable.
4.	Security Deposit	**Total Security Deposit: 5% of the accepted contract value, comprising Initial Security Deposit of 2% (including EMD) and balance 3% by retention from running account bill(s), as detailed in the General Conditions of Contract.**
5.	Additional Performance Guarantee	If the accepted quoted tender value is below 90% of the estimated cost, the successful bidder shall submit an Additional Performance Guarantee (APG) for an amount equal to the difference between 90% of the estimated cost and the accepted quoted tender value. The APG shall be furnished in the form of FDR or Bank Guarantee in favour of State Bank of India and shall be released upon satisfactory completion and handover of the work to the Bank.

6.	Cost of tender documents	Free of Cost. Online
7.	Last date and time of receipt of tender	Online 15.10.2026 up to 03:00 PM
8.	Address at which the tenders are to be submitted	AGM(RBO 3), SBI, Prince Road, Vaishali Nagar , Jaipur-302021
9.	Date and time of opening of tender	Online on 15/10/2026 at 03:30 PM
10.	Place of opening tenders	Online
11.	Defects Liability Period	**12 months** from the date of completion
12.	Validity of offer	**90 days** from the date of opening of tenders.
13.	Liquidated Damages	At the rate of 0.5% of the contract value per week of delay subject to a maximumof 5% of the accepted contract value.
14.	Rates	Rates quoted by the bidder shall remain firm throughout the contract period, including approved variations, and shall include all costs, duties, levies, royalties, transportation, labour and other incidental charges required for complete execution of the work. GST shall be paid extra as applicable and as per Bank's norms. No price variation/escalation shall be payable.
15.	Payment terms	1st Running/Adhoc payment @ 50% of work progress assessment. Maximum One Interim bill shall be submitted. Final payment will be made within 45 days from the date of joint verification of the bill by the Bank's engineer/Architect and contractor
16.	Refund of security deposit	50% of the total security deposit deducted shall be refunded at the time of issuance of virtual completion certificate. The balance 50% would be paid after successful completion of the Defect Liability Period of 12 months.
17.	Working schedule	The work has to be carried out as per the schedule prepared by Project Architect/EIC in order to complete the work within the stipulated timeline.

18.	Insurance	The contractor shall obtain all necessary insurance policies as per the law applicable at the centre and shall be required to produce the original policiesand receipts of the premium applicable in the matter ,to the Bank.
19.	Water & Electricity	Water and Electricity shall be provided by the Bank at one point. However, further distribution and extension and lightfixtures etc. with required MCB switches. Switch boards, lamp, tube etc shall be arranged by the contractor at their own cost with the accepted tender cost..
20.	For e-Tender related queries	Service provider: **www.tenderwizard.com/SBIETENDER** M/s. Antares Systems Limited, Registered Office: #24, Sudha Complex, 3rd Stage, 4thBlock, Bangalore – 560079, Karnataka. Ph.: 080-49352000 / 40482000 Fax:080-49352034 **Contact Persons:** 1. Mr. Pravesh, Mobile No.: +91 9044314492 eMail-praveshmani.t@antaressystems.com 2 . Kushal Bose, Mobile No.: +91 9674758719, e-Mail: kushal.b@antaressystems.com

Project Architect: **Axes Architectural Design & Engineering Services Pvt. Ltd**.
3-Ta-57, Ratan Duggar Marg, Jawahar Nagar,
JAIPUR-302004
MO. – 98281-15410
E-mail : **architectsaxes@gmail.com**

The tenderer may contact at the above for clarification of any tender related query.

In case the date of opening of tenders is declared as a holiday, the tender will be opened on the next working day at the same time.

SBI has the right to accept/reject any/ all tenders without assigning any reasons.

For and behalf of State Bank of India

MODE OF SUBMISSION OF TENDER:

The tender shall be submitted ONLINE in a two-cover system in accordance with the procedure detailed below. The Price Bid shall be uploaded online. The original EMD instrument and such other original documents as specifically required shall be submitted physically at the Office of the AGM Region 3, SBI, Vaishali Nagar, Jaipur within the stipulated date and time.

a) 1) Cover-1 (Technical & Commercial): Technical and commercial documents, covering letter, undertaking and clarifications, if any, shall be submitted as prescribed in the e-tender portal. The original EMD instrument shall be submitted physically at the Office of the AGM, Region 3, SBI, Vaishali Nagar, Jaipur latest by 15.10.2026 up to 03:00 PM.

2) Priced Bill of Quantities duly filled to be uploaded ONLINE.

OPENING OF TENDER:

1) ONLINE

2) Cover-1 (Technical & Commercial) shall be opened/evaluated first and the original EMD instrument shall be verified. If the prescribed technical/commercial documents or EMD are not found in order, the tender shall be rejected.

3) After opening of cover 1 and after evaluating the clarifications / conditions, if any, stipulated by the contractors, i.e. if the vendors are qualified, priced BOQ will be opened ONLINE of those qualified vendors.

In case the date of opening of tenders is declared as a holiday, the tenders will be opened on the next working day at the same time.

State Bank of India has the right to accept / reject any or all tenders without assigning any reasons.

Yours faithfully,

Signature of the Tenderer

AGM RBO 3,
SBI,
Prince Road,
Vaishali Nagar,
Jaipur-302021

INSTRUCTIONS TO THE TENDERERS

1.0 SCOPE OF WORK

ONLINE Sealed Tenders are invited by M/s. Antares systems for and on behalf of State Bank of India for HVAC WORKS AT VAISHALI PBB BRANCH GROUND FLOOR STATE BANK OF INDIA JAIPUR, (RAJASTHAN)

1.1 SITE AND ITS LOCATION

The proposed work is to be carried out at proposed **HVAC WORKS AT VAISHALI PBB BRANCH GROUND FLOOR STATE BANK OF INDIA JAIPUR, (RAJASTHAN)**

2.0 Tender documents

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

- Instructions to Tenderers
- General Conditions of Contract
- Special conditions of contract
- Technical specifications
- Drawings
- Price Bid

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

i) Price bid
ii) Technical specifications
iii) Drawings
iv) Special Conditions of Contract
v) General Conditions of Contract
vi) Instructions to Tenderers

2.3 Tender documents are not transferable.

3.0 SITE VISIT

The tenderer shall obtain on his own responsibility and his own expenses all information and data which may be required for the purpose of filling this tender document and enter into a contract for the satisfactory performance of the work. The tenderer shall 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' requirements, traffic regulations etc. The tenderer will be fully responsible for considering the financial effect of any or all the factors while submitting his tender.

3.1 ADDITIONAL ELIGIBILITY CONDITION: Any vendor who has achieved L1 status in any two tenders floated by AO 1, Jaipur during the immediately preceding one month from the date of issue of this tender shall not be eligible to participate in this tender.

4.0 EARNEST MONEY DEPOSIT

4.1 The tenderers shall compulsorily submit Earnest Money Deposit (EMD) of Rs. 36,000/- (Rupees Thirty Six Thousand only) in the form of Demand Draft/Banker's Cheque drawn in favour of "AGM,

Region 3, State Bank of India, Jaipur", payable at Jaipur. No exemption from submission of EMD shall be available to MSME/MSE bidders. Submission of EMD in the prescribed form is mandatory for participation in the tender.

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

4.3 No interest will be paid on the EMD.

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

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

5.0 Initial Security Deposit

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

6.0 Security Deposit

6.1 Total security deposit shall be 5% of contract value. Out of this 2% of contract value is in the form of initial security deposit which includes the EMD. Balance 3% shall be deducted from the running 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 3% of contract value is reached. 50% of the total security shall be paid to the contractors on the basis of architect's certifying the virtual completion. The balance 50% would be paid to the contractors after the defects liability period as specified in the contract.

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

6.3 Additional Performance Guarantee: If the accepted quoted tender value is below 90% of the estimated cost, the successful bidder shall submit an Additional Performance Guarantee (APG) equal to the difference between 90% of the estimated cost and the accepted quoted tender value. The APG shall be furnished in the form of FDR or Bank Guarantee in favour of State Bank of India and shall be released upon satisfactory completion and handover of the work to the Bank.

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 his tender by the Bank. However, the written acceptance of the tender by the Bank will constitute a binding agreement between the Bank and successful tenderer whether such formal agreement is subsequently entered into or not.

8.0 Completion Period- **45 days** from the date of commencement.

9.0 **Validity of Tender**

Tenders shall remain valid and open for acceptance for a period of 3 (Three) months from the date of opening price bid. If the tenderer withdraws his/her offer during the validity period or makes modifications in his/her original offer which are not acceptance to the Bank without prejudice to any other right or remedy the Bank shall be at liberty to forfeit the EMD.

10.0 **Liquidated Damages**

The liquidated damages shall be 0.5% per week subject to a maximum of 5% of contract value.

11.0 Rates and Prices

In case of item rate tender

11.1

11.1.1 The tenderers shall quote their rates for individual items both in words and figures in case of discrepancy between the rates quoted in words and figures the unit rate quoted in words will prevail. If no rate is quoted for a particular item, the contractor shall not be paid for that item when it is executed. The amount of each item shall be calculated, and the requisite total is given. In case of discrepancy between the unit rate and the total amount calculated from multiplication of unit rate andthe quantity the unit rate quoted will govern and the amount will be corrected.

11.1.2 The tenderers need not quote their rates for which no quantities have been given. In case the tenderers quote their rates for such items those rates will be ignored and will not be considered during execution.

11.1.3 The tenderers should not change the units as specified in the tender. If any unit is changed, the tenders would be evaluated as per the original unit and the contractor would be paid accordingly. The tenderer should not change or modify or delete the description of the item. If any discrepancy is observed he should immediately bring to the knowledge of the Architect/ Bank.

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

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

11.1.6 The rates quoted shall remain firm throughout the contract period, including approved variations, and shall include all costs, duties, levies, royalties, transportation, labour and other incidental charges required for complete execution of the work.
GST shall be paid extra as applicable and as per Bank's norms. No price variation/escalation shall be payable.

<u>GENERAL CONDITIONS OF CONTRACT</u>

1.0 **1.0 Definitions**

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

1.1 In the Contract the following expression shall, unless the context otherwise requires, have the meaning hereby respectively assigned to them

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 C Scheme, Tilak Marg Jaipur and includes Client's representative, successors & assigns.

ii) Consultant: The term Consultant shall mean Axes Architectural Design & Engineering Services Pvt. Ltd., having their office at 3-Ta-57, Ratan Duggar Marg, Jawahar Nagar, Jaipur-302004 (e mail- architectsaxes@gmail.com) or in the event of their ceasing to be the consultant for the purpose of this contract, such other person (s) as the Bank shall nominate for the purpose.

iii) Contractor: The term Contractor shall mean the successful bidder in the e-Tendering vide this office NIT No. SBI/JAIPUR/2026-27/ET-002, and his / their heirs, legal representatives, assigns and successors.

iv) Site: The site shall mean Vaishali Nagar, Jaipur 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 Contractor's use.

v) Site Engineer / Project Management Consultant (PMC): The Site Engineer / Project Management Consultant shall be the person / organization appointed by the Bank for administration of construction work.

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

1.0 Total Security Deposit

Total Security deposit comprise of:

Earnest Money Deposit

Initial Security Deposit

Retention Money

a) Earnest Money Deposit:

The tenderer shall compulsorily furnish EMD of Rs. 36,000/- (Rupees Thirty Six Thousand only) in the form of Demand Draft/Banker's Cheque drawn in favour of "AGM, Region 3, State Bank of India, Jaipur", payable at Jaipur. No MSME/MSE exemption from EMD shall be applicable. No tender shall be considered unless the EMD is deposited in the prescribed form. No interest shall be paid on the EMD. The EMD of unsuccessful tenderers shall be refunded in accordance with the tender conditions. The EMD shall stand forfeited if the tenderer revokes the tender during its validity or, after acceptance, fails to enter into the formal agreement, deposit the required Initial Security Deposit, or commence the work within the stipulated time.

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b) Initial Security Deposit (ISD)

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

c) Retention Money

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

2.0 Language Errors, Omissions and Discrepancies

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

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

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

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

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

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

3.0 Scope of Work

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

Note: Any HVAC item not specifically detailed in this tender shall be executed in accordance with the applicable manufacturer's specifications and instructions of the Bank/Architect/Engineer-in-Charge.

5 (i) Letter of Acceptance

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

5 (ii) Contract Agreement

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

6.0 Ownership of drawings

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

7.0 Detailed drawings and instructions

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

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

Copies of Agreement

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

8.0 Liquidated Damages

If the contractor fails to maintain the required progress in terms of clause 30 of GCC or to complete the work and clear the site including vacating their office on or before the contracted or extended date or completion without justification in support of the cause of delay, he may be called upon without prejudice to any other right of remedy available under the law to the SBI on account of such breach to pay a liquidated damage at the rate of 0.5% of the contract value per week subject to a maximum of 5% of the contract value.

9.0 Materials, Appliances and Employees

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

10.0 Permits, Laws and Regulations

Permits and licenses required for the execution of the work shall be obtained by the contractor at his own expenses.

The contractor shall give notices and comply with the regulations, laws, and ordinances rules, applicable to the contractor. If the contractor observes any discrepancy between the drawings and specifications, he shall promptly notify the SBI in writing under intimation of the Architect/Consultant. If the contractor performs any act which is against the law, rules and regulations he shall meet all the costs arising there from and shall indemnify the SBI any legal actions arising there from.

11.0 Setting out Work

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

12.0 Protection of works and property

The contractor shall continuously maintain adequate protection, of all his work from damage and shall protect the SBI'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.

He shall take adequate care and steps for protection of the adjacent properties. The contractor shall take all precautions for safety and protection of his employees on the works and shall comply with all applicable provisions of Government and local bodies' safety lawsand building codes to prevent accidents, or injuries to persons or property of about or adjacent to his place of work. The contractor shall take insurance covers as perclause 24.0 at his own cost. The policy may be taken in joint names of the contractors and the SBI and the original policy may be lodged with theSBI.

13.0 Inspection of Work

The SBI/Architect/Consultant or their representatives shall at all reasonable time have free access to the work site and/or to the workshop, factories or other places where materials are lying or from where they are obtained and the contractor shall give every facility to the SBI, Architect/Consultant and their representatives necessary for inspection and examination and test of the materials and workmanship.

No person unless authorized by the SBI/Architect/Consultant except the representative of Public authorities shall be allowed on the work at any time. The proposed work either during its construction stage or its completion can also be inspected by the Chief Technical Examiner's organization a wing of Central Vigilance Commission.

14.0 Assignment and subletting

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

15.0 Quality of Materials, Workmanship & Test

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

(ii) Samples

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

(iii) Cost of tests

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

(iv) Cost of test not provided for

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

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

16.0 Obtaining Information related to execution of work

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

17.0 Contractor's superintendence

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

18.0 Quantities

i)The bill of quantities (BOQ) unless or otherwise stated shall be deemed to have been prepared in accordance with the Indian Standard Method of Measurements

The rate quoted shall remain valid for variation of quantity against individual item to any extent subject to maximum variation of the contract value by 25%. The entire amount paid under Clause 20hereof as well as amounts of prime cost and provisional sums, if any, shall be excluded.

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

19.0 Works to be measured

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

20.0 Variations:

No alteration, omission or variation ordered in writing by the Architect/Consultant shall vitiate the contract.

In case the SBI/Architect/Consultant thinks proper at any time during the progress of works to make any alteration in, or additions to or omission from the works or any alteration in the kind or quality of the materials to be used therein, the Architect/Consultant shall give notice thereofin writing to the contractor or shall confirm in writing within seven days of giving such oral instructions the contractor shall alter to, add to, or omit from as the case may be in accordance with such notice but the contractor shall not do any work extra to or make any alteration or additions to or omissions from the works or any deviation from any of the provisions of the contract, stipulations, specifications or contract drawings without previous consent in writing of the Architect/Consultant and the value of such extras, alterations, additions or omissions shall in all cases be determined by the Architect/Consultant and the same shall be added to or deducted from the contract value, as the case may be.

21.0 Valuation of Variations

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

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

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

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

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

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

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

22.0 Final Measurement

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

23.0 Virtual Completion Certificate (VCC)

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

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

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

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

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

e) Shall hand over the work in a peaceful manner to the SBI.

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

Upon the satisfactory fulfillment by the contractor as stated above, the contractor shall be entitled to

apply to the Architect/Consultant for the certificate. If the Architect/Consultant is satisfied of the completion of the work, relative to which the completion certificate has been sought, the Architect/Consultant shall within fourteen (14) days of the receipt of the application for virtual completion certificate, issue a VCC in respect of the work for which the VCC has been applied.

This issuance of a VCC shall be without prejudice to the SBI's rights and contractor's liabilities under the contract including the contractor's liability for defects liability period nor shall the issuance of VCC in respect of the works or work at any site be construed as a waiver of any right or claim of the SBI against the contractor in respect of works or work at the site and in respect of which the VCC has been issued.

24.0 Work by other agencies

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

25.0 Insurance of Works

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

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

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

c) Such insurance shall be effected with an insurer and in terms approved by the SBI which approval shall not be unreasonably withheld and the contractor shall whenever required produce to the Architect/Consultant the policy of insurance and the receipts for payment of the current premiums.

25.2 Damage to persons and property

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

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

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

c) Injuries or damages to persons or properties which are unavoidable result of the execution or

maintenance of the works in accordance with the contract.

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

25.3 Contractor to indemnify SBI

The contractor shall indemnify the SBI against all claims, proceedings, damages, costs, charges and expenses in respect of the matters referred to in the provision sub-clause 25.2 of this clause.

25.4 Contractor's superintendence

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

25.5 Third Party Insurance

25.5.1 Before commencing the execution of the work the contractor but without limiting his obligations and responsibilities under clause 26.0 of GCC shall insure against his liability for any material or physical damage, loss, or injury which may occur to any property including that of SBI, orto any person, including any employee of the SBI, by or arising out of the execution of the works orin the carrying out of the contract, otherwise than due to the matters referred to in the provision to clause 26.0 thereof.

25.5.2 Minimum Amount of Third-Party Insurance

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

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

25.7 Accident or Injury to Workmen

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

25.7.2 Insurance against accidents etc to workmen

The contractor shall insure against such liability with an insurer approved by the SBI during the whole of the time any person employed by him on the works and shall, when required, produce to the architect/consultant such policy of insurance and receipt for payment of the current premium. Provided always that, in respect of any persons employed by any sub-contractor the contractor's

obligation to insure as aforesaid under this sub-clause shall be satisfied if the sub contractor shall have insured against the liability in respect of such persons in such manner that SBI is indemnified under the policy but the contractor shall require such sub-contractor to produce to the Architect/Consultant when required such policy of insurance and the receipt for the payment of the current premium.

25.7.3 Remedy on Contractor's failure to insure
If the contractor fails to effect and keep in force the insurance referred to above or any other insurance which he may be required to effect under the terms of contract, then and in any such casethe SBI may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the SBI as aforesaid and also deduct 15% of contract value from any amount due or which may become due to the contractor, or recover the same as debt from the contractor.

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

26.0 Commencement of Works
The date of commencement of the work will be reckoned as the recorded date of handing over site by the SBI or 15 days from the date of issue of Letter of Acceptance of Bank, whichever is later.

27.0 Time for completion
Time is the essence of the contract and shall be strictly observed by the contractor. The entire work shall be completed within a period of 45 days from the date of commencement. If required in the contract or as directed by the Architect/Consultant, the contractor shall complete certain portions of work before completion of the entire work. However, the completion date shall be reckoned as the date by which the whole work is completed as per the terms of the contract.

28.0 Extension of Time
If, in the opinion of the Architect/Consultant, the work is delayed for reasons beyond the control of the contractor, the Architect/Consultant may recommend to SBI a fair and reasonable extension of time. The contractor shall apply in writing for extension immediately upon becoming aware of any event likely to delay completion and, wherever practicable, not later than seven days before the scheduled completion date. The application shall state the reasons for delay, supporting particulars and a revised completion programme. Any extension shall be subject to approval by SBI on the recommendation of the Architect/Consultant. For delay not covered by an approved extension, the provisions relating to liquidated damages shall apply. The contract shall remain in force beyond the due date of completion until the work is completed or the contract is otherwise determined in accordance with its terms.
extension of time the contractor shall be informed the period extended time which will qualify for levy of liquidated damages. For the balance period in excess of original stipulated period and duly sanctioned extension of time by the SBI the provision of liquidated damages as stated under clause 9 of GCC shall become applicable. Further contract shall remain in force even for the period beyond the due date of completion irrespective whether the extension is granted or not.

29.0 Rate of progress
Whole of the materials, plant and labour to be provided by the contractor and the mode, manner and speed of execution and maintenance of the works are to be of a kind and conducted in a manner to

the satisfaction of the Architect/Consultant. Should the rate of progress of the work or any part thereof be at any time be in the opinion of the Architect/ Consultant too slow to ensure thecompletion of the whole of the work by the prescribed time or extended time for completion the Architect/Consultant shall thereupon take such steps as considered necessary by the Architect/Consultant to expedite progress so as to complete the woks by the prescribed time or extended time. Such communications from the Architect/Consultant neither shall relieve the contractor from fulfilling obligations under the contract nor he shall be entitled to raise any claims arising out of such directions.

30.0 Work during nights and holidays

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

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

31.0 No compensation for restrictions of work

If at any time after acceptance of the tender SBI shall decide to abandon or reduce the scope of work for any reason whatsoever and hence not require the whole or any part of the work to be carried out, the Architect/Consultant shall give notice in writing to that effect to the contractor and thecontractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the work fully but which he did not derive in consequence of the foreclosure of the whole or part of the work. Provided that the contractor shall be paid the chargeson the cartage only of materials actually and bona fide brought to the site of the work by the contractor and rendered surplus as a result of the abandonment, curtailment of the work or any portion thereof and then taken back by the contractor, provided however that the Architect/Consultant shall have in such cases the option of taking over all or any such materials at their purchase price or a local current rate whichever is less.

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

32.0 Suspension of work

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

a) On account any default on the part of the contractor, or

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

c) For safety of the works or part thereof. The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Architect/Consultant.

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

33.0 Action when the whole security deposit is forfeited

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

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

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

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

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

34.0 Owner's Right to Terminate the Contract

If the contractor being an individual or a firm commit any 'Act of Insolvency' or shall be adjusted an insolvent or being an incorporated company shall have an order for compulsory winding up voluntarily or subject to the supervision of Government and of the Official Assignee of the liquidatorin such acts of insolvency or winding up shall be unable within seven days after notice to him to do so, to show to the reasonable satisfaction of the Architect/Consultant that he is able to carry out and fulfil the contract, and to give security therefore if so required by the Architect/Consultant.

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

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

a) Has abandoned the contract; or

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

c) Has failed to proceed with the works with such diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or has failed to remove the materials from the site or to pull down and replace work within seven days after written notice from the SBI through the Architect/ Consultant that the said materials were condemned and rejected by the Architect/ Consultant under these conditions; or has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this contract to be observed and performed by the contractor for seven days after written notice shall have been given to the contractor to observe or perform the same or has to the detriment of good workmanship or in defiance of the SBI's or Architect's/Consultant's instructions to the contrary subject any part of the contract. Thenand in any of said cases the SBI and or the Architect/Consultant, may not withstanding any previous waiver, after giving seven days notice in writing to the contractor, determine the contract, but without thereby affecting the powers of the SBI or the Architect/Consultant or the obligation and liabilities of the contractor the whole of which shall continue in force as fully as if the contract had not been so determined and as if the works subsequently had been executed by or on behalf of the contractor. And, further the SBI through the Architect/Consultant, their agents or employees may enter upon and take possession of the work and all plants, tools, scaffoldings, materials, sheds, machineries lying upon the premises or on the adjoining lands or roads, use the same by means of their own employees or workmen in carrying on and completing the work or by engaging any other contractors or persons to complete the work and the contractor shall not in any was interrupt or do any act, matter or thing to prevent or hinder such other contractor or other persons employed for completing and finishing or using the materials and plant for the works.

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

35.0 Certificate of Payment

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

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

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

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

The SBI shall modify the certificate of payment as issued by the Architect/Consultant from time to time while making the payment. The contractor shall submit interim bills only aftertaking actual measurements and properly recorded in the Measurement book (M.B). The contractor shall not submit interim bills when the approximate value of the work done by him is less than 50%of the work order

value and maximum one bill shall be submitted.

The final bill shall be submitted by the contractor within one month from the date of Virtual Completion, supported by joint measurements and all required documents. The Architect/Consultant shall verify and certify the final bill, and final payment shall be made by SBI within 30 days from the date of joint verification of the bill by the Bank's Engineer/Architect and the Contractor, provided there is no dispute in respect of rates, quantities or recoveries. The contractor shall submit the interim and final bills in the prescribed format with all details.

36.0 Settlement of Disputes and Arbitration

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

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

ii) The Assistant General Manager (Premises& Estate)/Dy. General Manager (premises) shall give his decision in writing on the claims notified by the contractor. The contractor may within 30 days of the receipt of the decision of the Assistant General Manager (Premises& Estate)/Dy. GeneralManager (premises) submit his claims to the conciliating authority namely the Circle Development Officer/General Manager (Corporate Services) for conciliation along with all details and copies of correspondence exchanged between him and the Assistant General Manager (Premises& Estate)/Dy. General Manager (premises)

iii) If the conciliation proceedings are terminated without settlement of the disputes, the contractor shall, within a period of 30 days of termination thereof shall give a notice to the concerned Chief General Manager/Dy. Managing Director &Corporate Development Officer of the Bank for appointment of an arbitrator to adjudicate the notified claims failing which the claims of the contractor shall be deemed to have been considered absolutely barred and waived.

iv)Except where the decision has become final, binding and conclusive in terms of the contract, all disputes or differences arising out of the notified claims of the contractor as aforesaid and all claims of the Bank shall be referred for adjudication through arbitration by the Sole Arbitrator appointed by the Chief General Manager/Dy. Managing Director &Corporate Development Officer. It will also beno objection to any such appointment that the Arbitrator so appointed is a Bank Officer and that he had to deal with the matters to which the Contract relates in the course of his duties as Bank Officer. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid by

the said Chief General Manager/Dy. Managing Director &Corporate Development Officer. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

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

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

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

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

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

37.0 Water supply

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

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

ii) The Contractor shall make alternative arrangements for the supply of water if the arrangements made by the Contractor for procurement of water in the opinion of the Architect/Consultant is unsatisfactory.

37.1 The Contractor shall construct temporary well/tube well in SBI land for taking water for construction purposes only after obtaining permission in writing from the SBI. The contractor has to make his own arrangements for drawing and distributing the water at his own cost. He has to make necessary arrangements. To avoid any accidents or damages caused due to construction and Subsequent maintenance of the wells. He has to obtain necessary approvals from the local authorities, if required at his own cost. He shall restore the ground to its original condition after wells are dismantled on completion of work or hand over the well to the SBI without any compensation as directed by the Architect/Consultant.

38.0 Power supply

The contractor shall make his own arrangements for power and supply/distribution system for driving plant or machinery for the work and for lighting purpose at his own cost. The cost of running and maintenance of the plants are to be included in his tender prices. He shall pay all fees and charges required for the power supply and include the same in his tendered rates and hold the owner free from all such costs. He has to obtain necessary approvals from the appropriate authorities, if required.

39.0 Treasure Trove etc.

Any treasure trove, coin or object antique which may be found on the site shall be the property of

SBI and shall be handed over to the Bank immediately.

40.0 Method of Measurement

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

41.0 Maintenance of Registers

The contractor shall maintain the following registers as per the enclosed format at site of work and should produce the same for inspection of SBI/Architect/Consultant whenever desired by them. The contractor shall also maintain the records/registers as required by the local authorities/Government from time to time.

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

42.0 Force Majeure

42.1 Neither contractor not SBI shall be considered in default in performance of their obligations if such performance is prevented or delayed by events such as war, hostilities revolution,riots, civil commotion, strikes, lockout, conflagrations, epidemics, accidents, fire, storms, floods, droughts, earthquakes or ordinances or any act of god or for any other cause beyond the reasonable control of the party affected or prevented or delayed. However, a notice is required to be given within 30 days from the happening of the event with complete details, to the other party to the contract, if it is not possible to serve a notice, within the shortest possible period without delay.

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

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

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

43.0 Local Laws, Acts, Regulations

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

i)Minimum Wages Act, 1948 (Amended)
ii)Payment of Wages Act 1936 (Amended)
iii)Workmen's Compensation Act 1923 (Amended)
iv)Contract Labour Regulation and Abolition Act 1970 and Central Rules 1971 (Amended)
v)Apprentice Act 1961 (Amended)
vi) Industrial Employment (Standing Order) Act 1946 (Amended)
vii) Personal Injuries (Compensation Insurance) Act 1963 and any other modifications
viii)Employees' Provident Fund and Miscellaneous Provisions Act 1952 and amendment thereof

ix) Shop and Establishment Act
x) Any other Act or enactment relating thereto and rules framed there under from time to time.

44.0 SAFETY CODE:
SAFETY MEASURES AT SITE:

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

2. First Aid Box should be kept at site with all requisite materials.

3. No one should be allowed to inspect / work at a height without Safety Belt.

4. Suitable scaffolds should be provided for workmen for all Works that cannot safely be done from the ground, or from solid construction except such short period Work as can be done safely from ladders. When a ladder is used an extra Mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well as suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than ¼ to 1 (¼ horizontal and 1 vertical).

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

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

7. Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 1 Meter.

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

9. Adequate precautions shall be taken to prevent danger from electrical equipment. For electrical on line works gloves, rubber mats, and rubber shoes shall be used.

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

11. Before any demolition work is commenced and also during the process of the work:-

a) All roads and open areas adjacent to the Work Site shall either be closed or suitably protected;

b) No electrical cable or apparatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically charged.

c) All practical steps shall be taken to prevent danger to persons employed from risk or fire or explosion or flooding. No floor, roof or other part of the building shall be so over-loaded with debris or materials as to render it unsafe.

d) All necessary personal safety equipment as considered adequate by the Site Engineer should be kept available for the use of the persons employed on the Site and maintained in a condition suitable for immediate use; and the Contractor should take adequate steps to ensure proper use of equipment by those concerned.

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

f) Those engaged in white washing and mixing or stacking of cement bags or any materials which is injurious to the eyes shall be provided with protective goggles.

g) Those engaged in welding works shall be provided with Welder's protective eye-shields.

h) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.

i) When workers are employed in sewers and manholes, which are in use, the Contractor shall ensure that the manhole covers are opened and are ventilated at least for an hour before theworkers are allowed to get into the manholes and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals and boards to prevent accident to the Public.

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

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

b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.

c) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in-charge of any hoisting machine including any scaffold, winch or give signals to the operator.

d) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or lowering or as means of suspension the safe working load shall be ascertained by adequate means.

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

f) Motor, Gearing, Transmission, Electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards, hoisting appliances should be provided with such means

as will reduce to the minimum the risk of accidental descent of the load, adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced.
g) When workers are employed on electrical installation, which are already energized, insulating mats, wearing apparel such as gloves, sleeves, and boots as may be necessary should be provided. The workers should not wear any rings, watches and carry keys or other materials, which are good conductors of electricity.

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

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

46. Storage of materials: The contractor shall not store their materials and debris within the premises other than the work site handed over to him.

47. Shelter or stay for the labourers has to be arranged by the contractor at his own expense & responsibility.

48. The rates quoted shall be for complete work at site and shall include all duties, levies, royalties, cartage, E.S.I. charges and other taxes/charges applicable during execution, except GST, which shall be paid extra as applicable and as per Bank's norms. Statutory deductions shall be made at source as applicable. The rates shall remain firm and no escalation shall be payable by the Bank.

49. The Quantities taken in schedule are only for guide. It may increase or decrease or deleted & payment shall be made on the basis of actual measurement/quantities executed on site, which to be measured jointly with the Architect and contractor. In absence of contractor for joint measurement, the quantity measured by the Architect/Bank's Engineer will be final & binding upon you.

50. The STATE BANK OF INDIA does not bind itself to accept the lowest or any tender, or to assign any reason thereof and also reserves the right of accepting the whole or part of the tender and the tenderer shall in such an event is bound to perform the contract at the same rates quoted in the tender for the various items of the work.

51. At any point of time Bank may cancel competitive tenders if it is found that rates thus arrived are on higher side/extreme lower side or delete a part of it as required by bank. It will be sole discretion of Bank to decide and allocate works to respective contractor as per his past performance or evenhe may be debarred from the forthcoming tender/tenders; against this decision no challenge will be entertained by Bank.

52. Time is the essence of the contract and the tenderer are required to complete the work in all respects within the stipulated time of completion and hand over the same, complete in all respect to the satisfaction of the Bank and if the contractor fails to complete the work within stipulated time, then left over works and other job will be allotted to another contractor, may be at his own cost and risk.

The contractor will have to ensure normal function of staff at the floor during office hours/ non banking hours/ day/ night without hampering normal banking business and the site will be availablein parts as progress of work. Existing furniture, dismantled items shall be shifted from one place to other and form the floor by the contractor for which no extra payment will be made.

53. It shall be clearly understood that the rates quoted in the tender are to be for complete work on site, as per instructions in the tender specifications and drawing and also for all such works as are necessary for the proper completion to the contract. Although specifications thereof may not have been made in the specifications or drawings or tender documents. The rates shall be firm and shall not be subject to cost escalation on account of labour and material, and labour condition or any other reason whatsoever.

54. Regarding the list of material to be used in works has to be got approved by the Architect/Engineer in-charge along with drawing of works, if not attached with the tender; these may be obtained from the Architect/Bank's Engineer, prior to submission of tender. The decision of the Engineer in-charge shall be considered as final and binding upon you.
55. The tenderer shall use only the form issued with this tender to fill up the rates. Every page of the tender shall be signed by the contractor along with stamp & Digital Signature.

56. DELINQUENCIES
The under noted delinquencies / defaults / misconduct / misdemeanors on the part of tenderer or enlisted contractor will attract disqualification action.

- Incorrect information about credentials, about his performance, equipment, resources, technical staff etc.
- Non-submission of the fresh / latest income tax clearance certificate
- Irregular tendering practice.
- Submission of tender containing far too many arithmetical errors and freak rates.
- Revoking a tender without any valid reasons.
- Tardiness in commencing work
- Poor organization at site and lack of his personal supervision
- Ignoring Bank’s notices for replacement / rectification of rejected materials, workmanship etc

- Violating any of the important conditions of contract i.e. site facilities, insurance, labour laws, ban on subletting etc.
- Lack of promptitude and co-operation in measurement of work and settlement of final account.
- Non-submission of vouchers and proof of purchases etc.
- Tendency towards putting up false and untenable claims.
- Tendency towards suspension of work for frivolous reasons.
- Treatment of labour
- Bad treatment of sub-contractors (piece workers) and unbusiness like dealings with suppliers of material.
- Lack of co-operation with nominated contractors of Bank
- Contractors becoming Bankrupt or insolvent.
- Contractor’s conviction by a Court of Law.
- Failure to satisfactorily rectify defects during Defects Liability Period (DLP) and discovery of latent defects in contractor’s work after the expiry of DLP of his contract.

DISQUALIFICATION ACTION AGAINST (DELINQUENCIES OF) CONTRACTOR

The award of the under noted disciplinary action shall be considered.

- a) Placing embargo on issue of tenders or temporary suspension from the Bank's approved list.
- b) Permanent ban on issue of tenders and removal from the Bank's approved list.

57. The contractor will attend to all the defects noticed during the defect liability period. If the contractor fails to attend the defects, the same will be rectified by the Bank and the expenditure incurred on this account will be recovered from security deposit amount. If the expenditure incurred exceeds the security deposit the contractor has to deposit such excess amount within 15 days otherwise Bank will initiate action as deemed fit at the risk and cost of the contractor.

58. Deduction of Income Tax and other statutory recoveries/levies shall be made at the prevailing rates and in accordance with applicable Government rules and Bank instructions. GST shall be dealt with separately as applicable under prevailing law and Bank norms.

59. No mobilization advance, or secured advance is to be allowed to the contractor.

60. Where any specialized portion of the HVAC work is required to be executed through a specialist agency, the contractor shall engage an appropriately qualified agency with prior approval of the Bank/Architect, without relieving the contractor of any contractual responsibility.

61. The contractor shall remove all malba/debris, wastage material from the site beyond municipal limit and clean the floor, furniture, glass etc at his own cost and handover the site in proper manner after the completion of the project. Any damage done to the property of SBI during execution of work shall be the responsibility of the contractor and it shall be made good by him at his cost to the entire satisfaction of consulting Architect/Bank.

62. The contractor shall arrange to deploy himself or their competent representative (acceptable to the Bank) who will responsible for the conduct of the worker and who has authority to receive and act on such instructions issued by the Architect/Bank's Engineer.

63. The contractor shall give due notice to the Bank/Architect to check measurement of any work which is likely to be hidden before covering the same. The final measurement of works shall be taken jointly for the finalization of final bill along with the Architect or his representative and Engineer-in-charge; if contractor remains absent during the final measurement, the measurement & quality of work certified by the Architect/Bank's Engineer binding upon you.

64. Certificates/invoices of purchase for specified HVAC equipment and materials, including air-conditioning units and other items as required by the Architect/Bank Engineer, shall be produced by the contractor for verification when called for.

State Bank of India has right to accept / reject any or all tenders without assigning any reason.

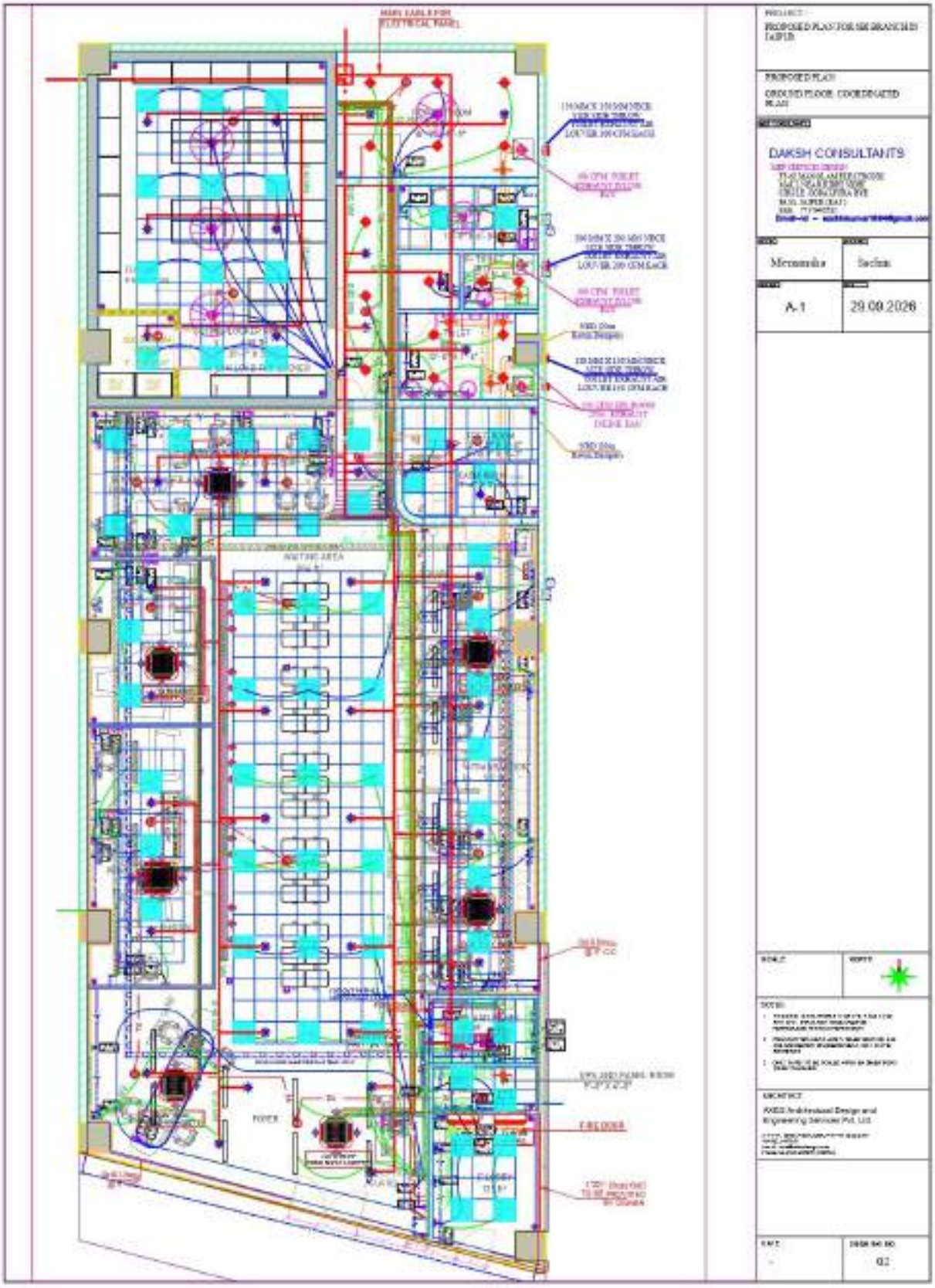
Contractor's signature with seal

GENERAL MATERIAL SPECIFICATIONS

S.No.	ITEM	RECOMMENDED MAKES
1	AIR-CONDITIONING EQUIPMENT	Daikin / Voltas / Mitsubishi / Carrier

Signature & Seal of the Contractor

PROJECT :-
PROPOSED
SBI VAISHALI
PBB BRANCH JAIPUR
DRAWING TITLE :-
GROUND FLOOR PLAN
CLIENT :-
SBI
ARCHITECT :-
axes
NOTE :- ALL SAFES TO BE KEPT INSIDE STRONG ROOM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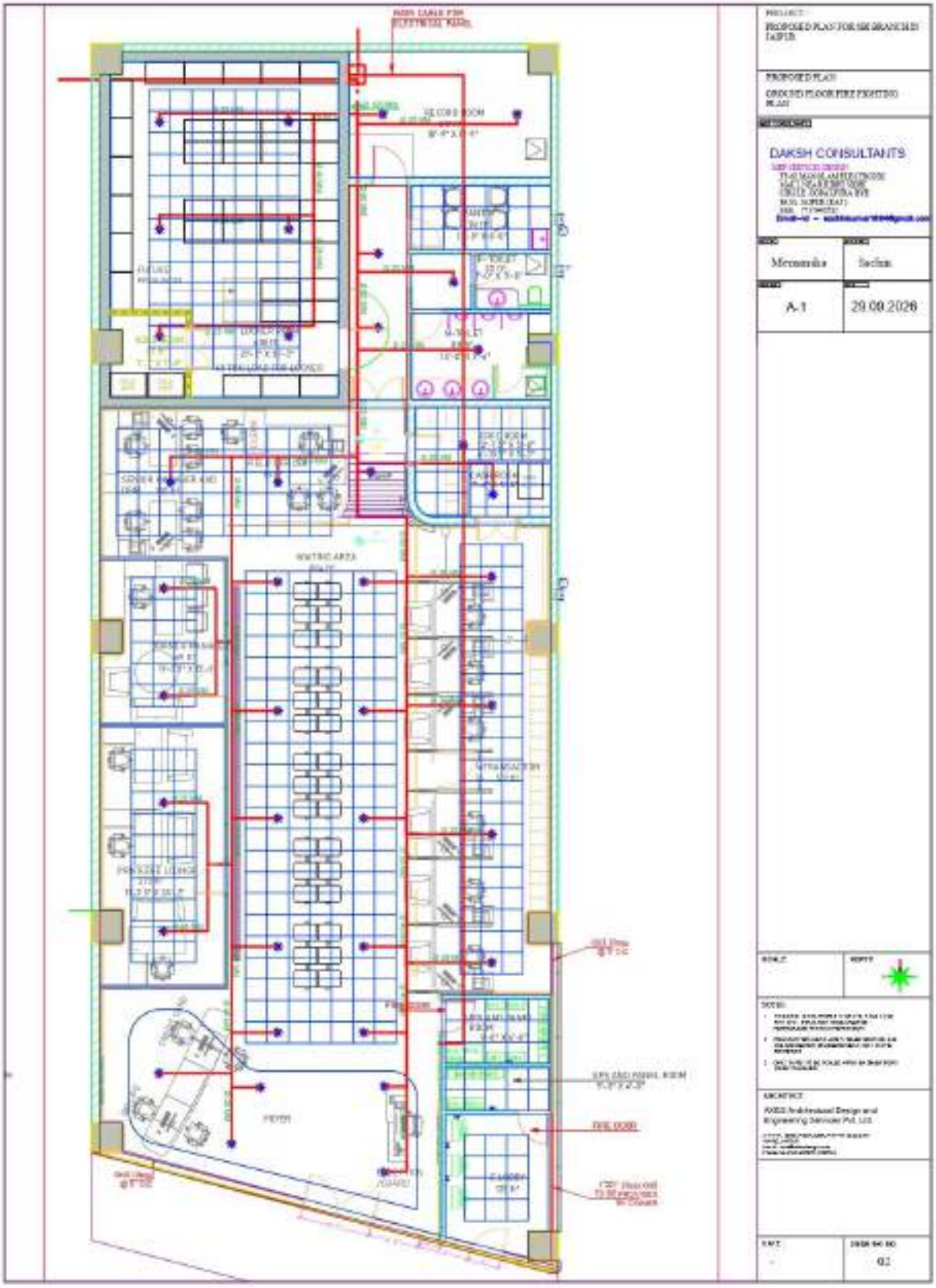
29.09.2026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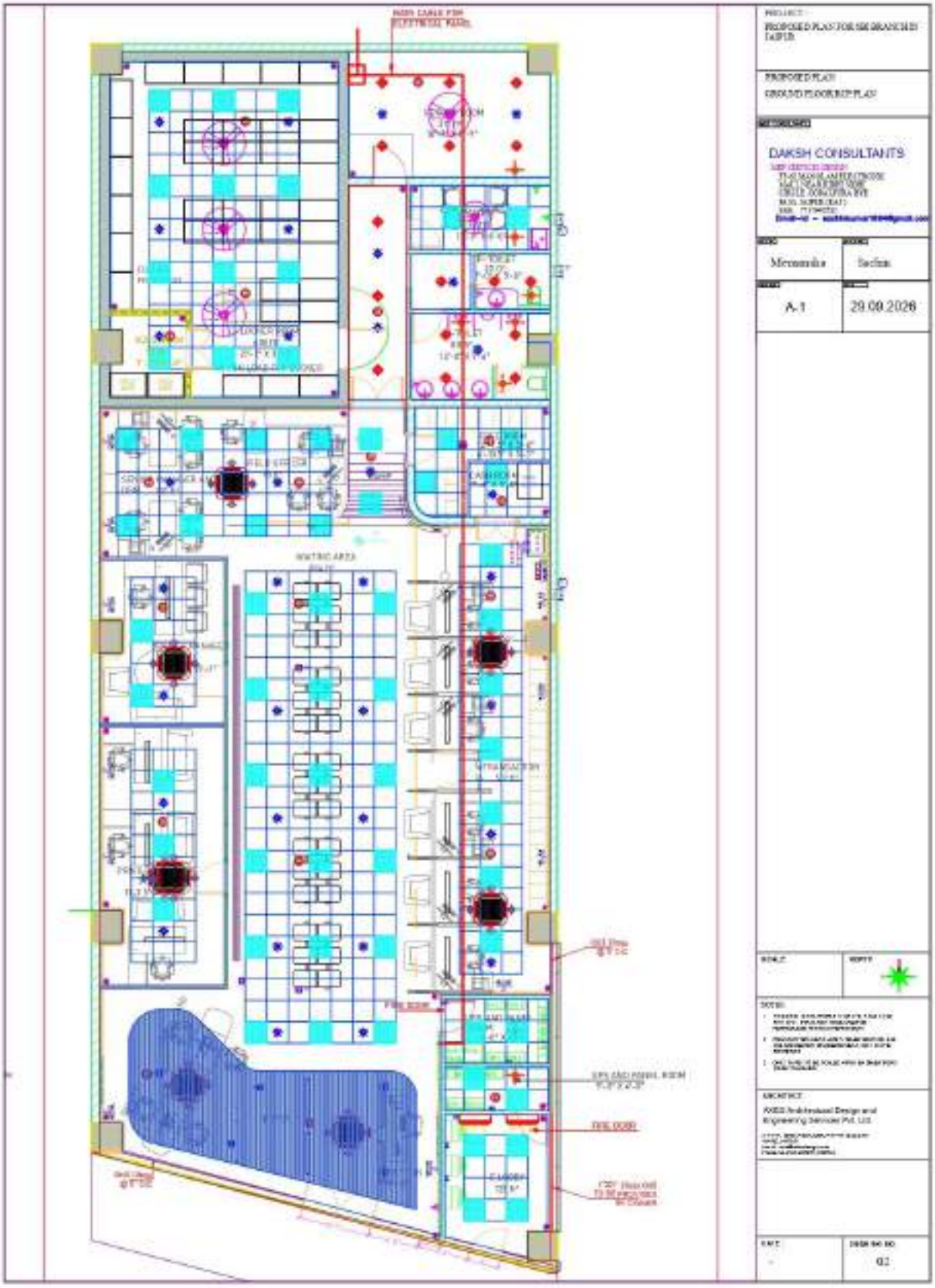
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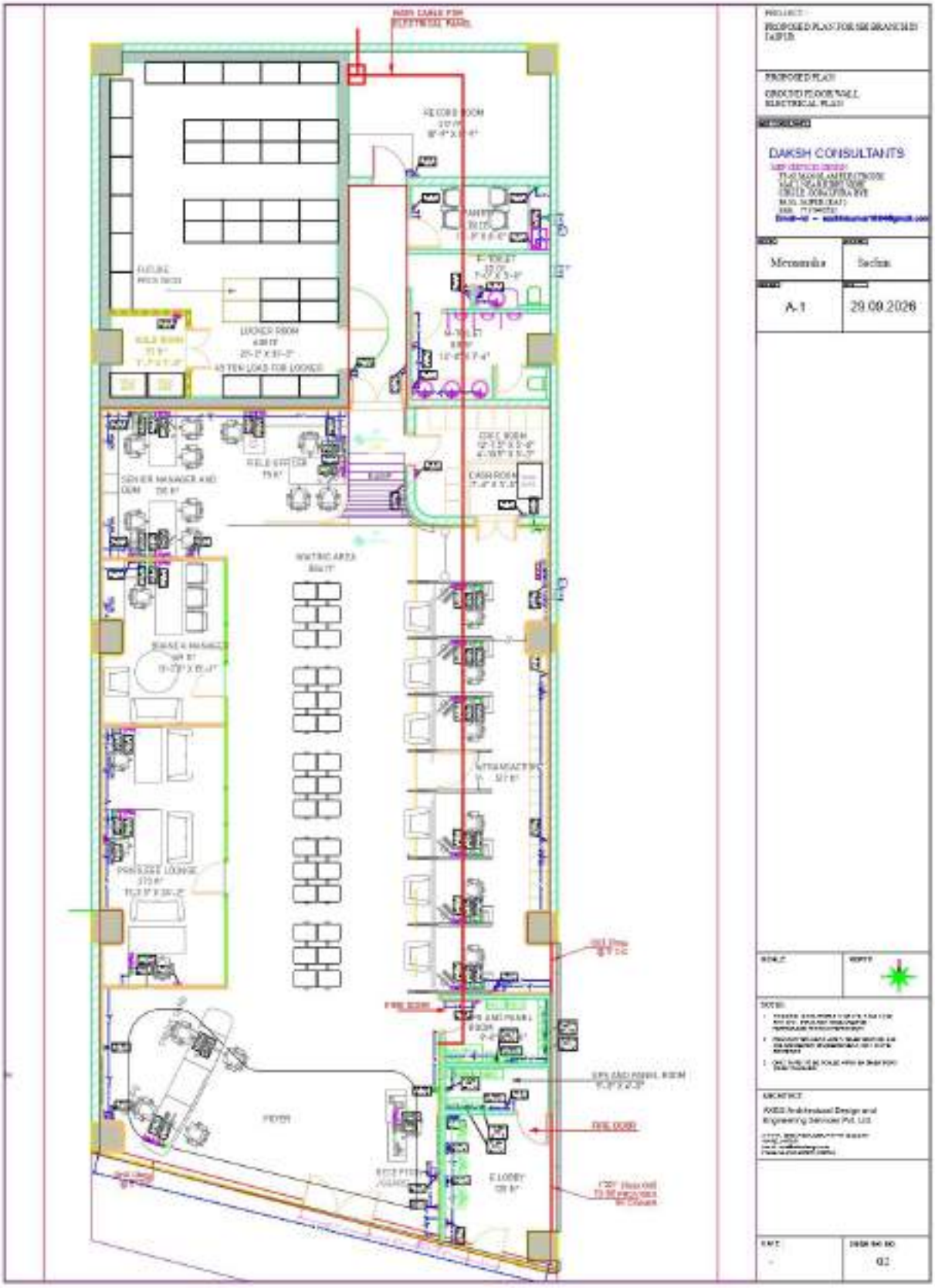
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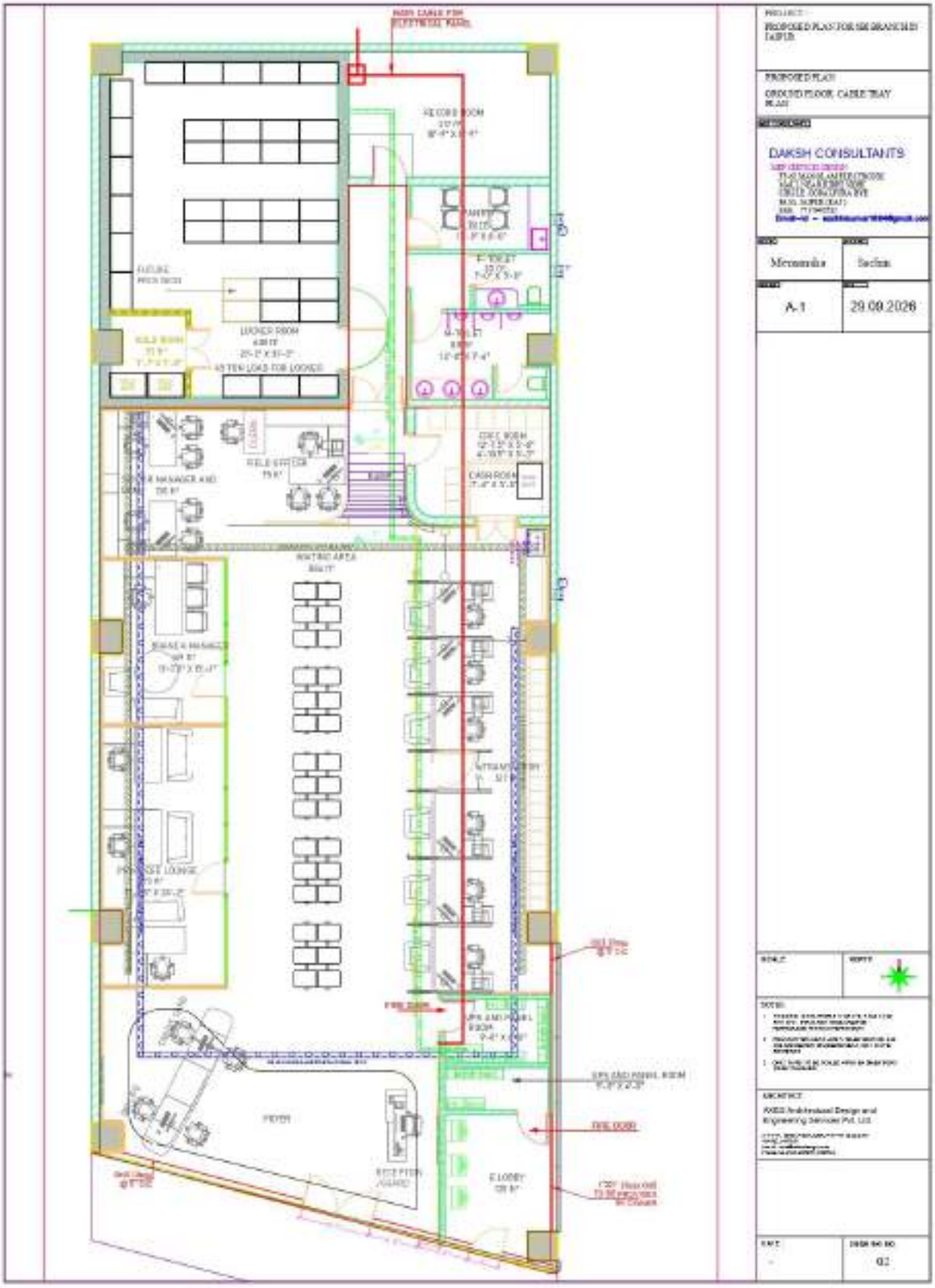
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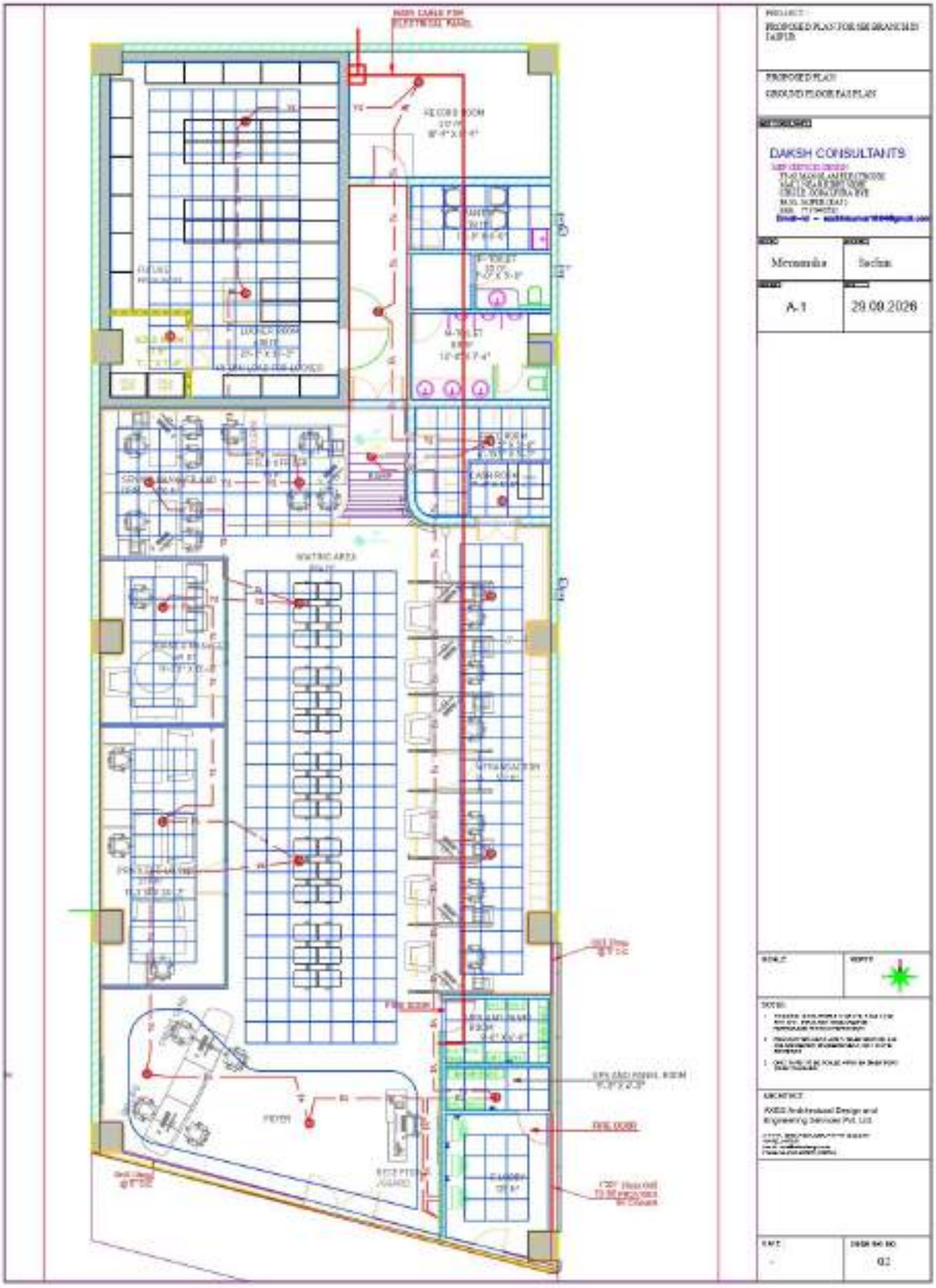
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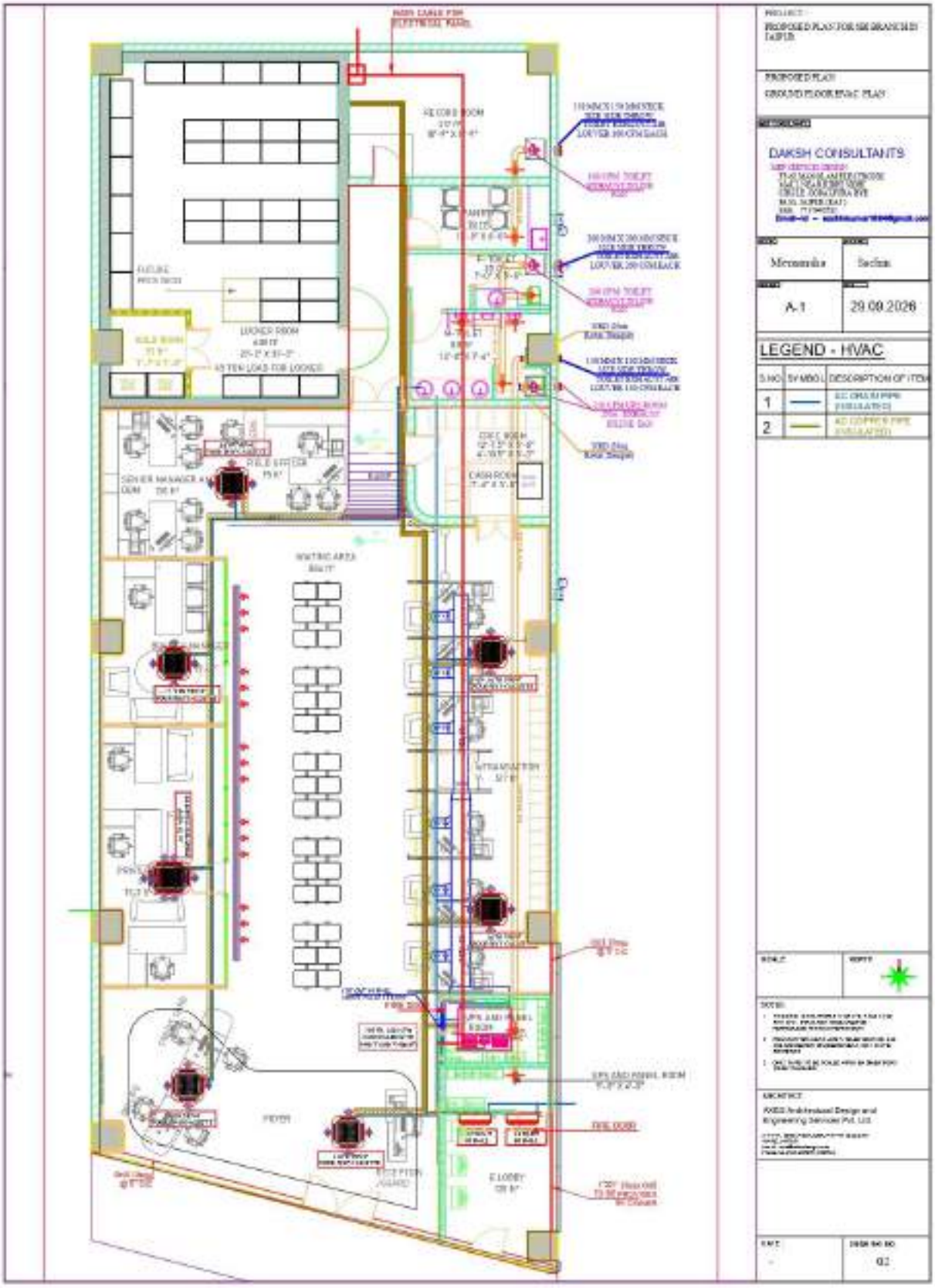
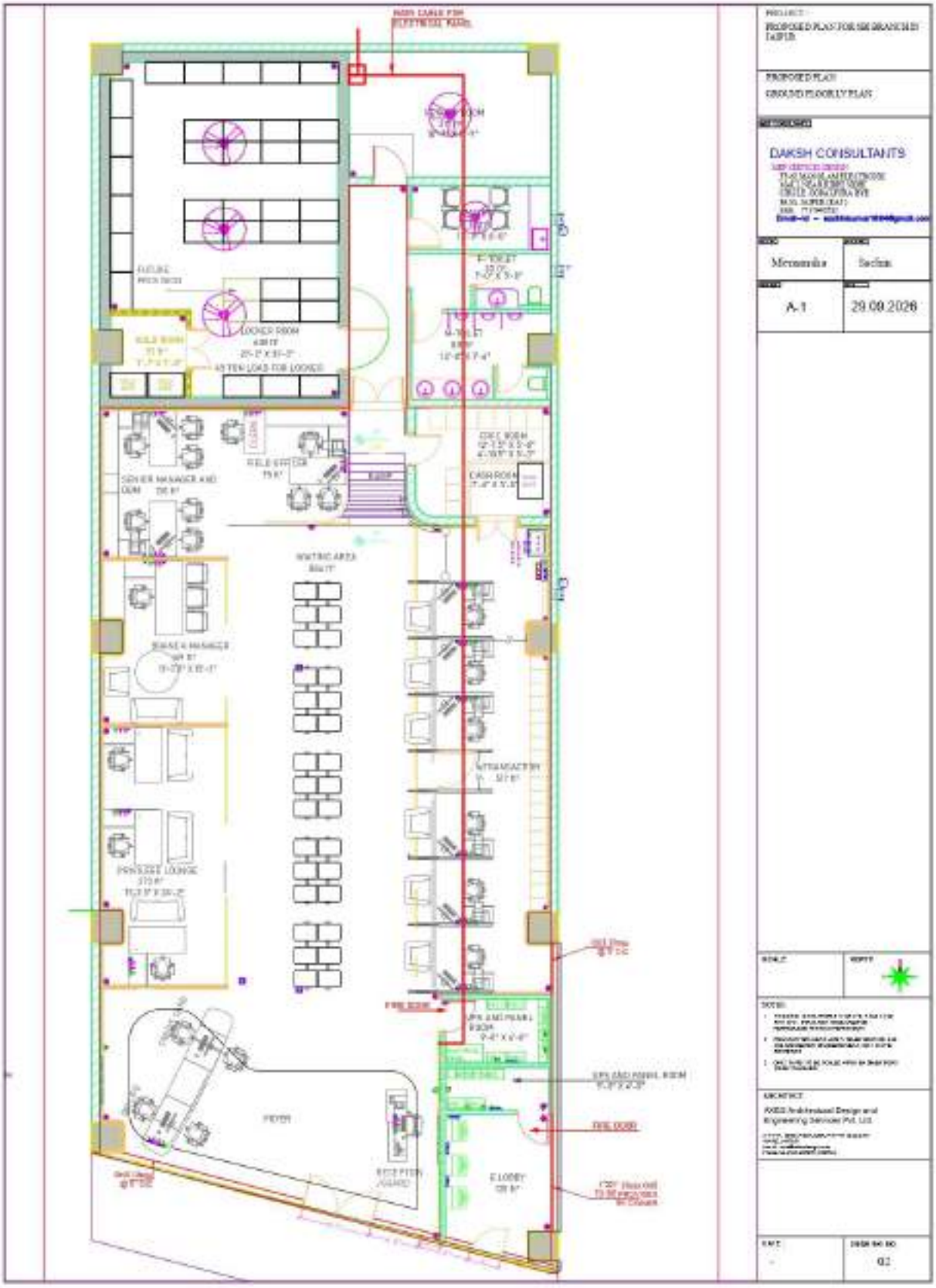

DAKSH CONSULTANTS
Memanshu
Sachin
A-1
29.09.2026
LEGEND - HVAC
S.NO
SYMBOL
DESCRIPTION OF ITEM
1
2
LUCKER ROOM
WAITING AREA
CASH ROOM
FIRE DOOR
E LOBBY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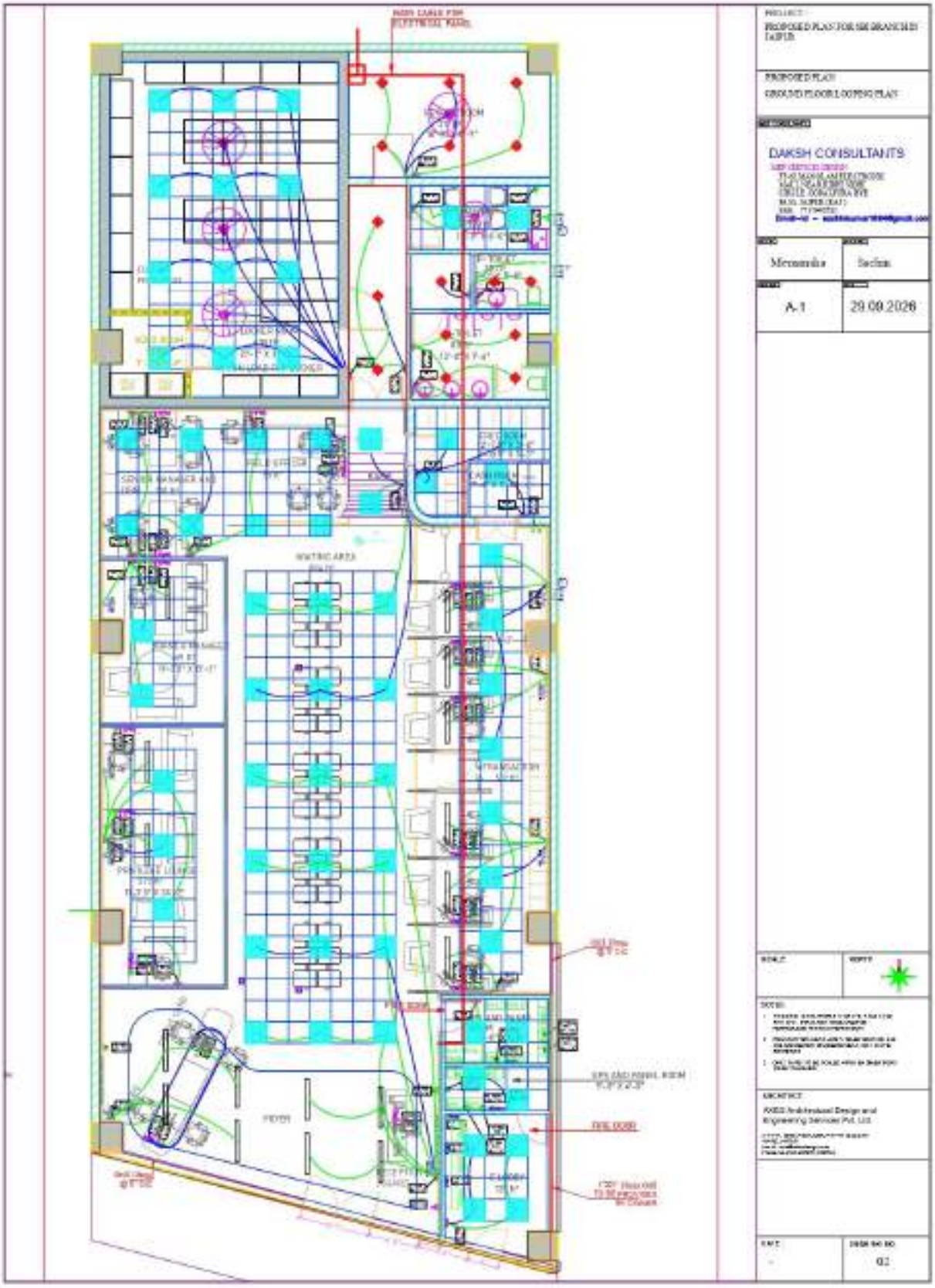
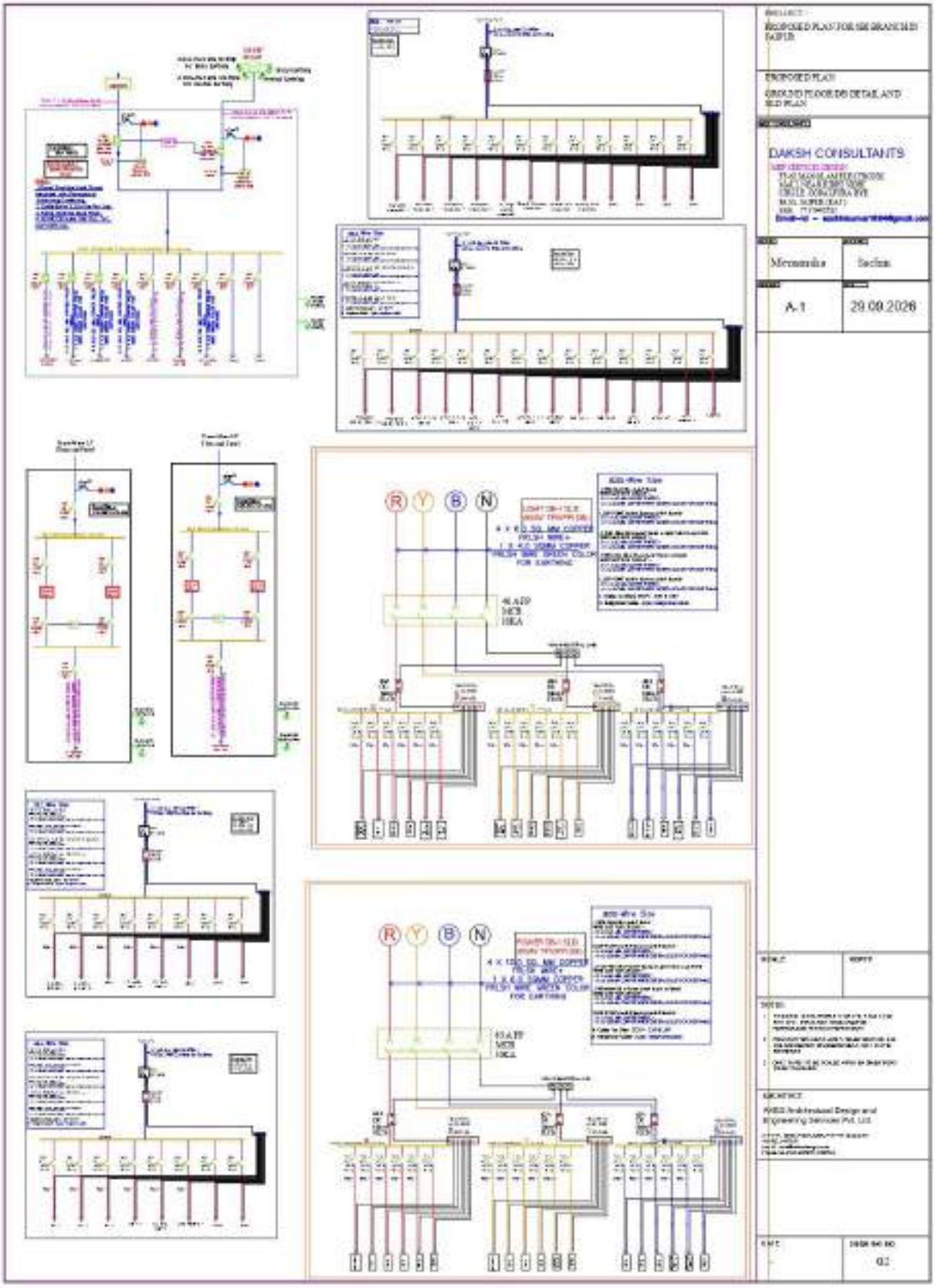
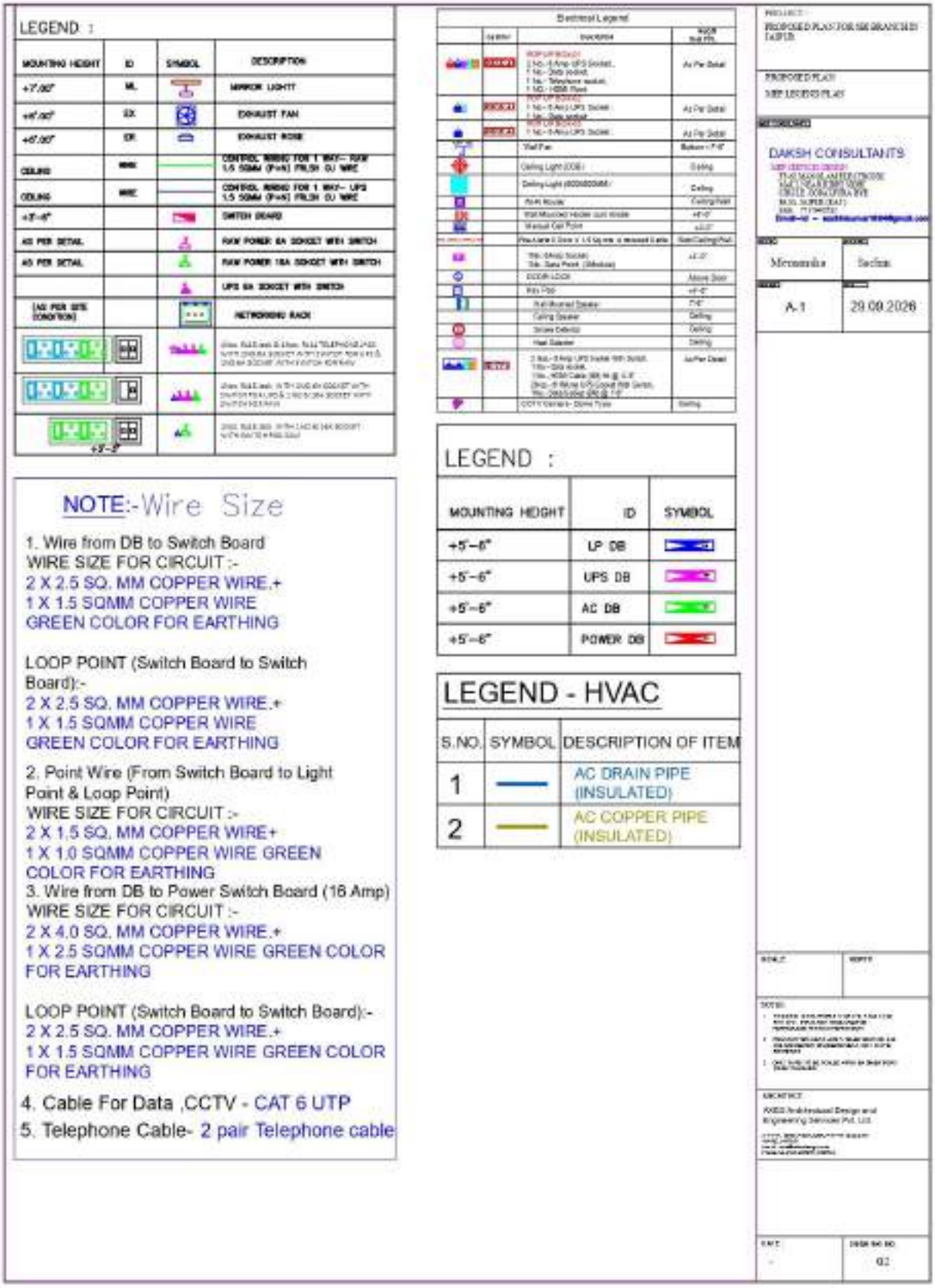
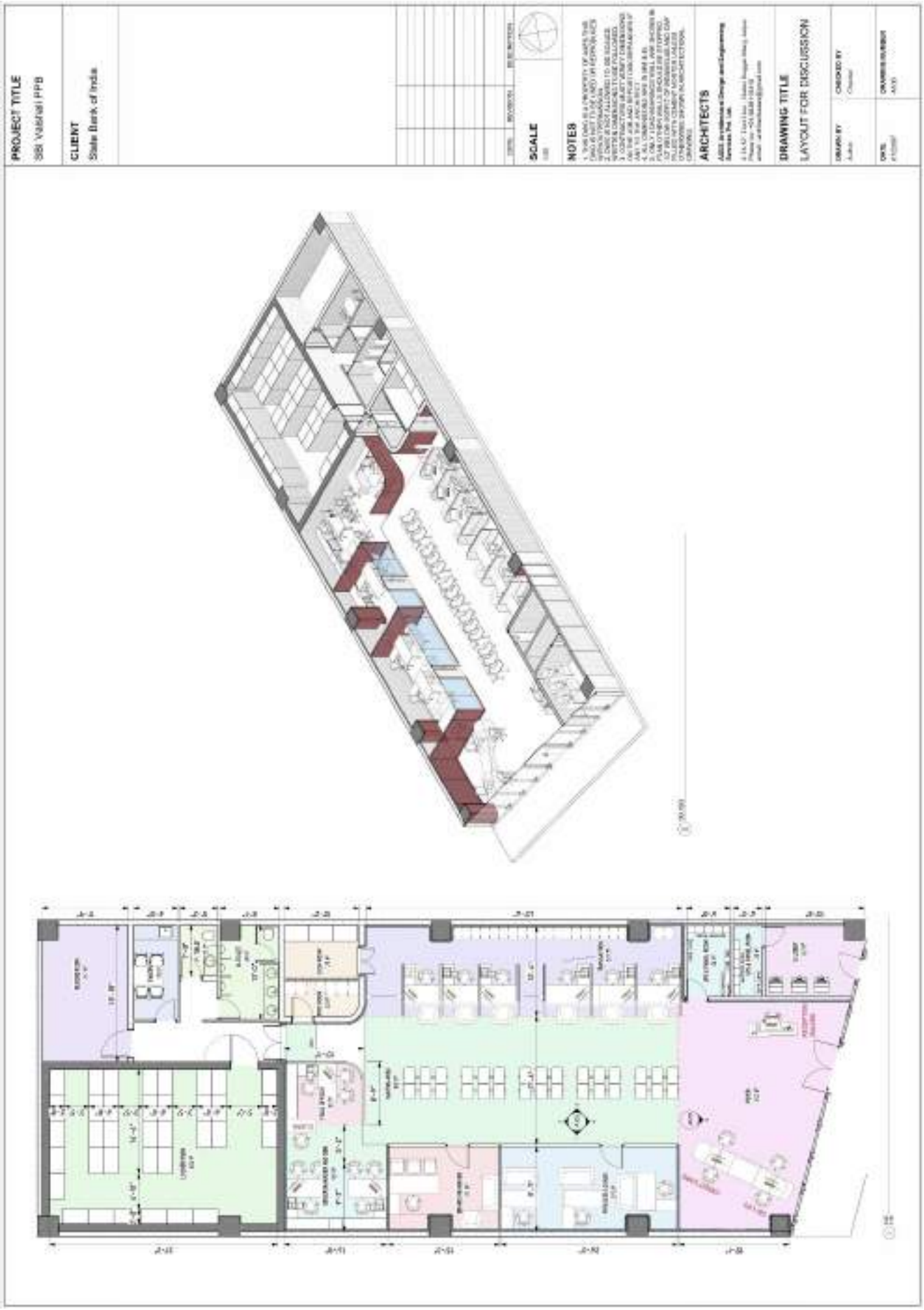

PROPOSED PLAN
DAKSH CONSULTANTS
A-1
29.09.2026
02


DAKSH CONSULTANTS
Memunsha
Sachin
A-1
29.09.2026
R
Y
B
N


LEGEND :
MOUNTING HEIGHT
ID
SYMBOL
DESCRIPTION
MIRROR LIGHTT
EXHAUST FAN
EXHAUST HOOD
SWITCH BOARD
NETWORKING RACK
Electrical Legend
LEGEND :
MOUNTING HEIGHT
ID
SYMBOL
+5'-6"
LP DB
+5'-6"
UPS DB
+5'-6"
AC DB
+5'-6"
POWER DB
LEGEND - HVAC
S.NO.
SYMBOL
DESCRIPTION OF ITEM
1
AC DRAIN PIPE (INSULATED)
2
AC COPPER PIPE (INSULATED)
NOTE:-Wire Size
1. Wire from DB to Switch Board
WIRE SIZE FOR CIRCUIT :-
2 X 2.5 SQ. MM COPPER WIRE.+
1 X 1.5 SQMM COPPER WIRE
GREEN COLOR FOR EARTHING
LOOP POINT (Switch Board to Switch Board):-
2 X 2.5 SQ. MM COPPER WIRE.+
1 X 1.5 SQMM COPPER WIRE
GREEN COLOR FOR EARTHING
2. Point Wire (From Switch Board to Light Point & Loop Point)
WIRE SIZE FOR CIRCUIT :-
2 X 1.5 SQ. MM COPPER WIRE+
1 X 1.0 SQMM COPPER WIRE GREEN COLOR FOR EARTHING
3. Wire from DB to Power Switch Board (16 Amp)
WIRE SIZE FOR CIRCUIT :-
2 X 4.0 SQ. MM COPPER WIRE.+
1 X 2.5 SQMM COPPER WIRE GREEN COLOR FOR EARTHING
LOOP POINT (Switch Board to Switch Board):-
2 X 2.5 SQ. MM COPPER WIRE.+
1 X 1.5 SQMM COPPER WIRE GREEN COLOR FOR EARTHING
4. Cable For Data ,CCTV - CAT 6 UTP
5. Telephone Cable- 2 pair Telephone cable
DAKSH CONSULTANTS
A-1
29.09.2026
02

PROJECT TITLE
SBI Vaishali PPB
CLIENT
State Bank of India
SCALE
NOTES
ARCHITECTS
DRAWING TITLE
LAYOUT FOR DISCUSSION


PROJECT TITLE
SBI Valshali PPB
CLIENT
State Bank of India
SCALE
NOTES
ARCHITECTS
DRAWING TITLE
LAYOUT FOR DISCUSSION

SBI

SBI
ONE BANK

SBI
TRUST
SECURITY
SAFETY
COUNTER

COUNTER
SBI

COUNTER
COUNTER
COUNTER
COUNTER
COUNTER
COUNTER

SBI