

STATE BANK OF INDIA LHO MAHARASHTRA

INVITES

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

FROM

EMPANELLED CONTRACTORS WITH SBI LHO MAHARASHTRA UNDER THE CATEGORY OF

CIVIL PROJECTS ABOVE 50 LAKH UP TO 500 LACS

TECHNICAL BID DOCUMENT

FOR

TENDER FOR PROPOSED ADDITION AND ALTERATION WORK OF RSETI BUILDING, DHARASHIV, MAHARASHTRA

TENDER SUBMITTED BY:

NAME : _____

ADDRESS :

ARCHITECT :

PARELKAR OVALEKAR PARPIA, 139, SEKSARIA CHAMBERS, NAGINDAS MASTER ROAD, FORT, MUMBAI 400 001. TEL. NO. 2267 3725 / 2267 5840 FAX NO. 2267 5840 E-mail :parelkarovalekarparpia@gmail.com



STATE BANK OF INDIA

		AHARASHTRA
1.	Name of work	TENDER FOR PROPOSED ADDITION AND ALTERATION WORK OF RSETI BUILDING, DHARASHIV, MAHARASHTRA
2.	Nature of Work	INTERIOR RENOVATION WORK
3.	Time allowed for completion	120 Days from date of acceptance of work order.
4.	Earnest Money Deposit	Rs. 91,800.00/- (Rupees Ninety One Thousands and Eight Hundred Only) by means of Demand Draft / Pay Order (Valid for a period of 90 Days from the last date of submission of the tender)from any scheduled Nationalized Bank drawn in favour of State Bank of India payable at CHH.SAMBHAJINAGAR . EMD in the form of Cheque will not be accepted. Tender will be rejected if EMD not submitted in hard copy.
5.	Initial Security Deposit	1%of contract amount including EMD
6.	Total Security deposit	For the successful bidder, total security deposit shall be 5% of the contract value. Out of this, 2% of the contract value will be in the form of Initial Security Deposit (ISD); which includes the EMD. Balance 3% shall be deducted from the running account bill of the work at the rate of the 10% of respective running account bill i.e. deduction from each running bill account will be 10%, till the 3% of the contract value is achieved and total of 5%. In case running bills are not paid/submitted, whole 3% of the remaining ISD will be deducted from the final bill paid.
7.	Start and end date for downloading of tender documents form Bank's website and submission of tender on e tendering portal	05.03.2025 to 18.03.2025 at <u>www.sbi.co.in or</u> https://bank.sbi under In the News under <link/> procurement news.
8.	Last date & time for submission c EMD (Hard copy)	f 18.03.2025 by 03:00 PM Note: It is sole responsibility of the bidder to ensure submission of EMD by stipulated date and time at specified address failing which they will not be eligible to participate in online price bidding.
9	Submissionof TechnicalBid (online and HardCopy)	Contractors shall Download the entire Technical Bid to get acquainted with the terms and conditions and shall upload compulsorily the pages numbered from 1 to 12 of the technical bid without fail in the e-tendering portal after putting the signature and seal. Failing to upload as stated above, the tender will be rejected. Submission of Hard copy of the tender (first ten pages) is mandatory to the tenderers along with EMD in hard copy MSME vendors should submit self attested latest MSME certificate if EMD is not applicable to them. Tender is liable to be rejected if not submitted in hard copy as mentioned above. L1 Tenderer should submit the whole technical bid spirally bound duly signed with company seal and date to this Office within 3 days of receipt of confirmation.



		BUILDING ,DHARASHN		1	
	10.	Address for submission of Annexure Manager (Civil Engineer), (i.e. Compliance to terms and conditionState Bank of India, Administrative Office, Plot No – 79, N-5 form) and EMD (Hard Copy) Cidco, CHH.SAMBHAJINAGAR 431007.			
-	11	Date and time of opening of Online Technical bid and Price bid at SB address mentioned at Sr. No.9	18.03.2025 at 03:3		
•	12	Online price bids will be conducted by our approved e-tendering consultant	PrimaryContact Nu	Imbers	079-68136810,7990335262, 9081000427,9904407997
			PoojaShah		9328931942pooja.shah@eptl.in
			Khushboo Mehta		9510813528 khushboo.mehta@eptl.in
			NandanValera	1	+91- 9081000427 <u>Nandan.v@eptl.in</u>
			DineshBagresha		0812960 agresha@eptl.in
			DevendraR		812971Devendra.r@eptl.in
			NikhilKhalas	-	519729 Nikhil@eptl.in
			SujithNair		6857, <u>sujith@eptl.in</u>
			JaymeetRathod	0796813	86829,jaymeet.rathod@eptl.in
			NadeemMansuri		6853, <u>nadeem@eptl.in</u>
			NandanValera		6843, <u>nandan.v@eptl.in</u>
			HemangiPatel		6852, <u>hemangi@eptl.in</u>
			DeepakNarekar		6863, <u>deepak@eptl.in</u>
			AnshulJuneja		6840, <u>anshul.juneja@eptl.in</u>
			SalinaMotani		6831, <u>salina.motani@eptl.in</u>
			AlternateContact No	+9188497	
	13	For Technical query	Prafulla Khadse I AO CHH.SAMBH prafulla.khadse@	IAJINAGA	
•	14	Liquidated Damages		amount p	er weeks subject to max. 5% of lue.
-	15	Rates	Rates quoted shall be inclusive of all existing & future (including variation) taxes, duties, levies, royalties, transportation, other incidental charges, WCTetc.PVA &PVA Clause shall not be applicable. <u>Note: GST will be paid Extra as per Applicable norms</u> .		
				-	ndition/anything/any taxes extra
				•	d rates the tender shall be
-	40		summarily rejecte		
ļ	16	Defects liability period			Virtual Completion
ļ	17	Validity of offer	90 days from the		ening of Price-bid
	18	MINIMUM VALUE OF R/A BILL PAYMENT	Rs. 20,00,000.0	00	
	19	Insurance	governing laws appli	cable at the Insurance	ecessary insurance policies as per the e center & shall be required to produce & receipt of the premium as applicable hk.



20 Additional Security Deposit n case L-1 bidder quotes abnormally low rates (i.e. 7.50% or more, below estimated project cost), the Bank may ask such bidder to deposit additional security deposit (ASD) equivalent to difference between 92.5 % of estimated cost put to tender and the L-1 quoted amount for due fulfillment of contract. Such ASD could be in the form of FDR / Bank's guarantee in the Bank's name as per format approved by the Bank. On successful completion of work ASD will be returned to the contractor. In case contractor fails to complete, the bank will be at liberty to recover the dues from ASD or to forfeit such ASD within its sole discretion.			
	20	Additional Security Deposit	below estimated project cost), the Bank may ask such bidder to deposit additional security deposit (ASD) equivalent to difference between 92.5 % of estimated cost put to tender and the L-1 quoted amount for due fulfillment of contract. Such ASD could be in the form of FDR / Bank's guarantee in the Bank's name as per format approved by the Bank. On successful completion of work ASD will be returned to the contractor. In case contractor fails to complete the work in time or as per tender specification or leave the job incomplete, the bank will be at liberty to recover the dues from ASD or to forfeit such ASD within its

21	Tenders can be downloaded from the bank's website <u>www.sbi.co.in</u> link) <sbi in="" news="" news<procurement="" the="">. It shall be responsibility of the contractor to timely submit the technical and financial bid. SBI, in no case shall be responsible for site issues/ delay in tender submission.</sbi>		
22	The contractor shall read and understand each page of the tender document thereby ensuring the number and		
	sequence of all pages.		
23	No conditions other than mentioned in the tender will be considered, and if given they will have to be withdrawn before submission of final quote, else their bid will be rejected. Claims for revision of the quoted price by any bidder after submission of tender will not be entertained. Any clarifications sought after opening of the tenders will not be entertained at any cost. Firm should visit the website regularly till last date for submission of tender regarding changes/ corrigendum, if any publish by Bank.		
24	The SBI reserve their rights to accept or reject any or all the tenders, either in whole or in part without assigning any reason for doing so and any claim / correspondence shall be entertained in this regard.		
25	Tenders received without submission / uploading of Annexure I of technical bid, EMD shall be summarily rejected,		
	and such tenders shall not be allowed to participate in the Price bid process /rejected.		
26	In case the date of opening of tenders is declared as a holiday or due to administrative reasons if tenders not opened on mentioned date then tenders will be opened on the next working day at the same time and no separate communication to individual shall be made.		
27	SBIhastherighttoaccept/rejectany/alltenderswithoutassigninganyreasonsandno correspondence shall be entertained in this regard.		
28	The Bank will place order as per its requirement and quoting minimum rate for any category does not provide any guarantee for receiving order for that item by the firm who quotes lowest rates.		
29	Bankreservesrighttocancelany/alltendersatanystagewithoutassigningany reasons.		
30	The Bank reserves the right to accept the tender in full or in part and the tenderer shall have no claim for revision of rates or other condition if his tender is accepted in parts.		
31			
32	SBI reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever. For any clarification regarding E-Tendering procedure, System requirements etc please contact M/s e-Procurement Technologies Limited, B-704, Wall Street - II, Opp. Orient Club, Nr. Gujarat College, Ahmedabad380 006. Gujarat State, India.		
33	It is vendor's/supplier's responsibility to be well prepared and get ready with E-Tendering procedures & well equipped with all requirements. SBI will not take any responsibility of delay in submission due to EMD, slow internet connectivity, system failures etc.		

Yours Faithfully,

(For and on behalf of SBI)

DEPUTY GENERAL MANAGER



(Annexurel)

LETTEROFUNDERTAKING

(Thebiddersarerequiredtoprintthisontheircompany'sletterheadandsign, stampbeforeemailing)

THE DEPUTY GENERAL MANAGER

DearSir,

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

	MEMORA	ANDUM
(a)	Descriptionofwork	(ASSTATEDINTENDERNOTICECHART)
(b)	EarnestMoney	(ASSTATEDINTENDERNOTICECHART)
(c)	Time allowed for completionof the Works from Seven dayafterthedateofwrittenOrde rordateofhandingoverofthesit e(Whicheverislater)to commencethework	(ASSTATEDINTENDERNOTICECHART)

- 1) Should this tender be accepted, I/we hereby agree to abide by and fulfill the terms and provisions of the said conditions of contract annexed hereto so far as may be applicable or indefault thereof to for feit and pay to SBI, the amount mentioned in the said contract.
- 2) I / We have deposited a sum of (AS STATED IN THE TENDER NOTICE CHART))of the totaltender amount as Earnest Money with the SBIwhich amount is not to bear any interest. Should I / We fail to execute the Contract when called upon to do so I / We do hereby agreethatthissumshallbeforfeitedbyme/ustoStateBank of India.
 - 3) I/Weunderstandthataspertermsofthistender,theSBImayconsideracceptingourtender inpartorwholeormayentrustthevariousworkproposedinphases.We,therefore, undertakethatweshallnotraiseanyclaim/compensationintheeventualityofBankdecidingtodropa nyoftheworkfrom thescopeofworkofthistenderatanystageduringthecontractperiod. Further, we also undertake to execute the work entrusted to us in phases on ourapprovedratesandwithinstipulatedtimelimitwithoutanyextraclaimforpriceescalationasalsop rovidedforintheclause11.1.6"InstructionstoTenderers"ofthistender.



4) I/We,hereby,alsoundertakethat,wewillnotraiseanyclaimforanyescalationinthepricesof any of the material during the contract/execution/completion period including authorizedextendedcontractperiod,ifany.

5)OurBankersare:I)

ii)

Thenamesofpartnersofourfirmare:i)

ii)

NameofthepartnerofthefirmAut horisedtosign Or (NameofpersonhavingPowerofAtt orney to sign the Contract.(Certified true copy of the Powerof Attorney should be attached)Yoursfaithfully, SignatureofContractors. SignatureandaddressesofWitnessesi)

ii)



SAMPLEBUSINESSRULEDOCUMENT

(A) BusinessrulesforE-tendering:

(a) OnlyempanelledcontractorswithSBlunderappropriatecategorywhoareinvitedbytheProjectArchitect/SBlshallonlybeeligibletoparticipate.

(b) SBIwillengagetheservicesofanE-tenderingserviceproviderwhowillprovidenecessarytraining and assistance before commencement of online bidding on Internet.

©Incaseofe-tendering,SBIwillinformthevendorinwriting,thedetailsofserviceprovidertoenablethemto contactandgettrained.

(*d*) Businessruleslikeeventdate, closing and opening time etc. will be communicated through service provider for compliance.

(e) Contractorshavetosendbyemail,thecomplianceformintheprescribedormat(providedby

service provider), before start of E-tendering without which, bidders will not be eligible to participate in the bidding process.

(*f*) ThecontractorswillberequiredtosubmitthehardcopyofEMDandproofoftenderapplicationcopiesinseale d envelope to the office **AS STATED IN THE TENDER NOTICE CHART** by the stipulated dateand time. Contractors not submitting any one or more documents shall not be eligible to participate in the online price bidding.

(g) E-tenderingwillbeconductedonscheduleddateandtime.

(*h*) The e-tendering will be treated as closed only when the bidding process gets closed in all respectsfor theitemlisted in the tender.

(B) <u>Terms&conditionsofE-tendering</u>:

SBI Limitedshall finalize the Tender throughe-tendering mode for which M/s. e-Procurement Technologies Limited, Ahmedabad has been engagedby SBI anauthorized service provider. Pleasego through the guidelines given below and submit your acceptance to the same along with yourCommercialBid.

(a) E-tenderingshallbeconductedbySBIthroughM/s.e-ProcurementTechnologiesLimited,Ahmedabad,

on pre-specified date. While the Contractors shall be quoting from their own offices/placeof their choice, Internet connectivity and other paraphernalia requirements shall have to been sured byContractors themselves. In the event of failure of their Internet connectivity, (due to any reasonwhatsoever it may be) it is the bidders' responsibility. In order to ward-off such contingent situation, bidders are requested to make all the necessary arrangements / alternatives such as back-up powersupply etc. whatever required so that they are able to circumvent such situation and still be able toparticipate in the E-tendering successfully. Failure of power at thepremisesofContractorsduringtheE-tenderingcannotbethecausefornotparticipatingintheE- tendering. On account of this, the time for the E-tenderingwillnotbeextendedandSBIshallnotberesponsiblefor such eventualities.

(*b*)M/s.e-Procurement Technologies Limited,Ahmedabad, shall arrange to trainyournominatedperson(s), without any cost to you. They shall also explain you all the Rules related to the E-tendering.Youarerequiredtogive your complianceonit before startofbid process.

(c) BIDDINGCURRENCYANDUNITOFMEASUREMENT:BiddingwillbeconductedinIndiancurrency&Un itofMeasurementwillbe displayedinOnlineE-tendering.

(*d*) BIDPRICE:TheBidderhastoquotetherateaspertheTenderDocumentprovidedbySBIfromtheir appointedArchitects.

(e) VALIDITYOFBIDS: The Bidprices hall be firm for a period specified in the tender document and shall not be subjected to any change what so ever.

(f) ProcedureofE-tendering:

Onlinee-tendering:

(*i*) ThehardcopyofTechnicalaswellasPriceBidswillbeavailableontheBank'swebsiteduringtheperiod specified intheNIT.

(ii) Onlinee-tenderingisopentotheempanelledbidderswhoreceiveNITfromtheSBI/Architectand qualifiedforparticipatinginthePriceBiddingasprovisionsmentionedhereinapprovedse abovethroughSBI rviceprovider.

(iii) ThePrice-BidshallbemadeavailableonlinebytheServiceProviderwhereinthecontractorswillbe requiredtofill-intheirItem-wiserates for eachitem.



(iv) TheContractorsareadvisednottowaittillthelastminutetosubmittheironlineitem-wisequotein thepricebidtoavoidcomplicationsrelatedwithinternetconnectivity, networkcrashdown, problems, system power failure, etc.

(v) It is mandatory to all the bidders participating in the price bid to quote their rates for each and everyitem.

(vi) In case, contractor fails to quote their rates for any one or more tender items, their tender shall betreated as **"Incomplete Tender**" and shall be liable for rejection.

(I) LOG IN NAME & PASSWORD: Each Bidder is assigned a Unique User Name & Password byM/s. e-Procurement Technologies Limited, Ahmedabad. The Bidders are requested to change the Password after the receiptofinitial Password from M/s.e-Procurement Technologies Limited, Ahmedabad. All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.

(*J*) BIDS PLACED BY BIDDER: Bids will be taken as an offer to execute the work as specified. Bidsonce made, cannot be cancelled / withdrawn and the Bidder shall be bound to execute the workatthequotedbidprice.IncasetheL-1Bidderbacksoutorfailtocompletetheworkaspertheratesquoted,SBI shallatlibertytotakeactionforfeiti asdeemednecessaryincludingde-panellingsuchcontractorsand ngtheirEMD.

- (K) At the end of the E-tendering,SBIwilldecide upon the winner.SBIdecision onaward of Contractshallbe finalandbindingon allthe Bidders.
- (L) SBIshallbeatlibertytocanceltheE-
- tenderingprocess/tenderatanytime, beforeordering, without assigning any reason.
- (*M*) SBIshallnothaveanyliabilitytobiddersforanyinterruptionordelayinirrespectiveoft accesstothesite he cause.
- (N) Othertermsandconditionsshallbeasperyourtechno-
- commercialoffersandothercorrespondencestilldate.

(O) OTHERTERMS&CONDITIONS:

(*i*) TheBiddershallnotinvolvehimselforanyofhisrepresentativesinPricemanipulationofanykinddirectlyor indirectlybycommunicatingwith other suppliers/bidders.

- (ii) TheBiddershallnotdivulgeeitherhisBidsoranyotherexclusivedetailsofSBItoanyotherparty.
- (iii) SBIdecisiononawardofContractshallbefinalandbindingonalltheBidders.
- (iv) SBIreservetheirrightstoextend, reschedule or cancelary E-tendering within its soled is cretion.
- (v) SBIoritsauthorizedserviceproviderM/s.e-ProcurementTechnologiesLimited, Ahmedabadshallnot have any liability to Bidders for any interruption or delay in access to the site irrespective of thecause.
 (vi) SBI or its authorized service provider M/s. e-Procurement Technologies Limited, Ahmedabad

isnotresponsibleforanydamages,includingdamagesthatresultfrom,butarenotlimitedtonegligi

(vii) SBIoritsauthorizedserviceM/s.e-ProcurementTechnologiesLimited,Ahmedabadwillnotbe heldresponsibleforconsequentialdamages,includingbutnotlimitedtoinabilitytou systemsproblems, sethe system,lossofelectronicinformationetc.

Note:

AlltheBiddersarerequiredtosubmitthefollowingProcessComplianceStatementdulysignedtoM/s.e-Procurement TechnologiesLimited,Ahmedabad.

All the bidders are requested to ensure that they have availed igital signature certiicate well in advance to participat e in the online event.



ProcessComplianceStatement(AnnexureIII)

(Thebidders are required to print this on their company's letterhead and sign, stampbeforeemailing)

To, E-ProcurementTechnologiesLtd.(AuctionTiger)B-704WallStreet-II, Opp.OrientClub, Nr.GujaratCollege,Ahmedabad-380006.GujaratState,India E-mail:Ms.Khusboo-9510813528OrMs.Priyanka,BuisinessDevelopmnentExecutivePhone:079-40016815/24/26/14,Cell07968136856,Email:priyanka@auctiontiger.net,Website:<u>https://etender.s</u> bi

Sub:Tenderfor(ASSTATEDINTENDERNOTICECHART)

DearSir.

ThishasreferencetotheTerms&ConditionsfortheonlinetenderingmentionedintheTenderdocument

Thisletteristoconfirmthat:

- 1) Theundersignedisauthorized representative of the company.
- We have studied the Commercial Terms and the Business rules governing the ReverseAuction as mentioned in RFP of SBI as well as this document and confirm our agreementtothem.
- 3) We also confirm that we have taken the training on the auction tool and have understoodthefunctionality of the same thoroughly.
- 4) We confirm that SBI and ETLshall not beliable & responsible in any manner what so ever formy/our failure to access & bid on the e-auction platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforese encircums tan cesetc. before or during the auction event.
- 5) <u>WealsoconfirmthatwehaveavaliddigitalsignaturecertificateissuedbyavalidCertifying</u> <u>Authority.</u>
- 6) We, hereby confirm that we will honor the Bidsplaced by usduring the auction process.

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With
regards,Date
:
SignaturewithcompanysealN
ame:
Company/Organization:
DesignationwithinCompany/Organization:Addres
sofCompany/Organization:
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INSTRUCTIONSTOTHETENDERERS

Scopeofwork: ASGIVENINTENDERNOTICECHART

Siteanditslocation: ASGIVENINTENDERNOTICECHART

Tenderdocuments

- The work has to be carried out strictly according to the conditions stipulated in the tenderconsistingofthefollowingdocumentsandthemostworkmenlikemanner.
 - Instructionstotenderers
 - GeneralconditionsofContract
 - SpecialconditionsofContract
 - Pricebid
- The above documents shall be taken as complementary and mutually explanatory of oneanother but in case of ambiguities or discrepancies, shall take precedence in the ordergivenbelow:
 - a. PriceBid
 - b. Technicalspecifications
 - c. Specialconditionsofcontract
 - d. Generalconditionsofcontract
 - e. InstructionstoTenderers

Completesetoftenderdocumentsincludingrelativedrawingscanbedownloadedfrom:asgiven**TEND ERNOTICE CHART**.

Thetenderdocumentsarenottransferable.

SiteVisit

Thetenderermustobtainhimselfonhisownresponsibilityandhisownexpensesall

information and data that may be required for the purpose of filling this tender documentand enter into a contract for the satisfactory performance of the work. The tenderer

is requested satisfy himself regarding the availability of water, power, transport and communication facilities, the character quality and quantity of the materials, labour, the law and orders ituation, climatic conditions local authorities requirement, traffic regulations etc.

Thetenderershallbesolelyresponsibleforconsideringthefinancialeffectofanyorallthefactorswhil e submittinghistender.

EarnestMoney

ThetenderersarerequestedtosubmittheEarnestMoney(Asgivenintendernoticechart)bymeansof DemandDraft/PayOrder (Validforaperiodof90Daysfrom thelastdateofsubmissionofthetender)fromanyScheduledBankdrawninfavourofSBI.



EMDinanyotherformotherthanasspecifiedabovewillnotbeaccepted. <u>Tendernotaccompanied</u> <u>bytheEMDinaccordancewithclause4.1aboveshallberejected.</u>

NointerestwillbepaidontheEMD.

 ${\sf EMD} of unsuccess fult ender erwill be refunded within 30 days of award of Contract.$

EMDofsuccessfultendererwillberetainedasapartofsecuritydeposit.

5.0 Initial/SecurityDeposit

The successful tenderer will have to submit a sum equivalent to 2% of accepted tendervalue less EMD by means of DD drawn in favour of SBI. Payable at CHH.SAMBHAJINAGAR within

a period of 10 days from the date of receipt of Letter of Intent (LOI)/Work Order from SBI.

NointerestshallbepaidtotheamountretainedbytheSBlasSecurityDeposit.

6.0 SigningofcontractDocuments

Thesuccessfultenderershallbeboundtoimplementthecontractbysigninganagreementandcondi tionsofcontractwiththerespectiveCircles(LHOs)ofSBlwithin15daysfrom thereceiptofintimationofacceptanceofthetenderbytheSBI.However,thewritten acceptance of the tenders by the Bank will constitute a binding agreement between theBankandsuccessfultendererwhethersuchformalagreementissubsequentlyenteredintoor not.

7.0 **CompletionPeriod**

Time is essence of the contract. The work should be completed in all respect accordancewith the terms of contract within a period of AS STATED IN TENDER NOTICECHART) from the date of a work.

8.0 Validityoftender

Tenders shall remain valid and open for acceptance for a period of 90 days from the dateof opening price bid. If the tenderer withdraws his/her offer during the value period ormakes modifications in his/her original offer which are not acceptable to Bank withoutprejudicetoanyotherrightorremedytheBankshallbeatlibertyforfeittheEMD.

9.0 LiquidatedDamages

Theliquidateddamagesonaccountofdelayshallbe0.50% of Cumulative Awardedvalueper week subject to a maximum of 5% of Cumulative awarded contract value or actual Invoice Value.

Rateandprices:

Incaseofitemratetender

Thetenderersshallquotetheirratesforindividualitemsbothinwordsandfigure.Incaseofdiscrepancybe tweentheratequotedinwordsandfigures,theunitratequantityinwords willprevail.The amountofeachitemshallbecalculatedandtherequiitetotalisgiven.In caseofdiscrepancybetweentheunitrateandthetotalamountcalculatedfrommultiplication of unit rate and the quantity the unit rate quoted will govern and the amountwillbecorrected.

If no rate is quoted for one or more tender items, such tenders shall be treated as **Non-ResponsiveTenders**andthesameshallbesummarilyrejected.



- Thetenderersshouldnotchangetheunitsasspecifiedinthetender.lfanyunitischangedthe tenders would be evaluated as per the original unit and the Contractor/ Vendor wouldbepaid accordingly.
- 1.1.3The tenderer should not change or modify or delete the description of the item. If anydiscrepancyisobservedheshouldimmediatelybringtotheknowledgeofthe **SBI**.
- Each page of the BOQ shall be signed by the authorized person and cutting or overwritingshall bedulyattestedbyhim.

Eachpageshallbetotaledandthegrandtotalshallbegiven.

Theratequotedshallbefirmandshallincludeallcosts,allowances,taxes,leviesduringthecurrency of contract including authorized extension, if any, **but excluding GST**, whichshallbementionedinthebills/invoicesseparately,asapplicable.

TheSBIreservetheirrightstoacceptanytenders, eitherinwholeorinpartormayentrust the workin phasesormaydrop the parts cope of work at any stage of the project within its sole discretion without assigning any reason(s) for doing so and no claim/correspondences hall be entertained in this regard.

Incase, it is decided by the SBI to drop one or more Items from the scope of work at any

stageoftheproject,theContractor/Vendorshallnotbeentitledtoraiseanyclaim /compensation for such deleted scope of work. Also, the SBI may consider issuing workorder for various branches/offices in phases but within a reasonable time interval and theContractor/ Vendor shall be bound to execute the same within the stipulated time periodandasperratesquotedbytheminthistenderwithoutanyclaimforpriceescalation.



GENERALCONDITIONSOFCONTRACT

Definitions:-

"Contractmeansthedocumentsformingthetenderandtheacceptancethereofandtheformalagree mentexecutedbetweenSBI(client)andtheContractor/Vendor,togetherwith thedocumentsreferredthereinincludingtheseconditions,thespecifications,designs, drawings and instructions issued from time to time by the Bank and all these documentstaken together shall be deemed to form one contract and shall be complementary to oneanother.

- Inthecontractthefollowingexpressionsshall,unlessthecontextotherwiserequires,havethemeaningh erebyrespectivelyassignedtothem.
- "SBI"shallmeanState BankofIndia(Client)havingitsCorporate CentreatMadame CamaRoad, NarimanPoint, Mumbai- 400 021and its representative Local Head Offices/AdministrativeOffices/RegionalBusinessOffices/BranchesatvariousplacesacrossIndia andincludestheclient'srepresentatives,successorsandassigns.
- 'The Contractor/ Vendor' shall mean the individual or firm or company undertaking theworksandshallincludelegalpersonalrepresentativeofindividualorcomposingthefirmorco mpanyandthepermittedassigneesofindividualorfirmsofcompany.
- Theexpression'works'or'work'shallmeanthepermanentortemporaryworkdescriptioninthe "Scope of work" and / or to be executed in accordance with the contract includesmaterials, apparatus, equipment, temporary supports, fittings and things of kinds to beprovided, the obligations of the Contractor/ Vendor hereunder and work to be done by theContractor/ Vendorunderthecontract.

Engineer'shallmeantherepresentativeCivil/ElectricalEngineeroftheSBI

'Drawings'shallmeanthedrawingspreparedandissuedbySBIortheirArchitectsand referredtointhespecifications andanymodificationsofsuchdrawingsasmaybeissuedbytheEngineer fromtimetotime.

- 'Contractvalueshallmeanvalueoftheentireworkasstipulatedintheletterofacceptanceof tender subject such additions thereto or deductions there from as may be made undertheprovidehereinafter contained.
- Specifications'shallmeanthespecificationsreferredtointhetenderandmodificationsthereofasmayti metotimebefurnishedor approvedbytheSBI

"Month" meanscalendarmonth.

"Week" means seven consecutive days.

"Day" means a calendarday beginning and ending at 00 Hrs. and 24 Hrs. respectively.

SBI'sEngineer"shallmeanTheCivil/ElectricalEngineerinchargeoftheProject,asnominatedbythecompetentauthorityof theBank.



2.0 <u>CLAUSE</u>

$\underline{TotalSecurityDeposit}: The TotalSecuritydeposit comprise of$

- a) EarnestMoneyDeposit
- b) Initialsecuritydeposit
- c) RetentionMoney

a) EarnestMoneyDeposit-

- The tenderer shall furnish EMD of **(AS GIVEN IN TENDER NOTICE CHART**) in the form of Demand draft or bankers cheque drawn in favour of SBI payable atCHH.SAMBHAJINAGAR, on any Scheduled Bank.
- NotendershallbeconsideredunlesstheEMDissodepositedintherequiredform.
- No interest shall be paid on this EMD. The EMD of the unsuccessful tenderer shallberefundedsoonafterthedecisiontoawardthecontractistakenwithoutinterest.
- The EMD shall stand absolutely forfeited if the tenderer revokes his tender at anytimetheperiodwhenheisrequiredtokeephistenderopenacceptancebytheSBI.or after it is accepted by the SBI. the Contractor/ Vendor fails to enter into a formalagreementorfailstopaytheinitialsecuritydepositasstipulatedorfailstocommenc ethecommencetheworkwithinthe stipulatedtime.

b) InitialSecurityDeposit(ISD)

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

c) RetentionMoney:-

Anamount@5%ofthebillamountwillberetainedbytheSBlfromthebillsandthesame willbereleasedbytheSBlagainstBankguaranteeforequalamountissuedbyany Nationalized/ScheduledBankintheSBl'sapprovedformatvalidfor1year.TheBank guarantee shall be released only after completion of warranty period of 1-yearprovided nocomplaintisreceived,orthedefectshasbeenrectifiedbyreplacingthesamesatisfactorily.

<u>ThesuccessfulbiddermaychoosetosubmitsuchBankGuaranteetotheSBIsoonaftercommence</u> <u>mentofworktoavoiddeductionofretentionmoneyfromtheBills.</u> Noadvanceonmaterials/plant/machineryormobilizationadvanceshallbepaidinanycircumstanc es.

2.0 Language

ThelanguageinwhichthecontractdocumentsshallbedrawnshallbeinEnglish.

3.0 Errors, Omissions and discrepancies

In case of errors, omissions and/ or disagreement between written and scaled dimensionson the drawings or between the drawings and specifications etc., the following order shallapply.

i) Betweenscaledandwrittendimension(ordescription)onadrawing,thelattershallbeadopted.



- ii) Betweenthe writtenor shown description or dimensions in the drawings and the correspondingoneinthespecificationtheformershallbetakenascorrect.
- iii) Betweenwrittendescriptionoftheiteminthespecificationsanddecriptionsinbillsofquantitiesoft hesameitem,theformershallbeadopted:
- a) In case of difference between rateswritten in figures and words, theratein wordsshallprevail.
- b) Betweentheduplicate/subsequentcopiesofthetender,theoriginaltendershallbetakenascorre ct.

4.0 **ScopeofWork:**

TheContractor/Vendor shallcarryout, complete and maintain the saidworkinevery respectstrictlyaccordancewiththiscontractandwiththedirectionsofandtothesatisfaction of the Bank to be communicated through SBI. The SBI at the direction of the Bank from time to time issue further drawings and / or written instructions, detaileddirections and explanations which are hereafter collectively referred to as instructions inregard to the variation or modification of the design, guality or guantity of any work or theadditionoromissionorsubstitutionwork. Any discrepancy in the drawings or between BOQand/ordrawingsand/orspecificationsshouldbebroughtt thenoticeofSBI immediately. The removal from the site of any material brought thereon by the Contractor/Vendorandanysubstitutionofanyothermaterialsthereforetheremovaland/orreexecutedofanyworken executedbyhim.Thedismissalfromtheworkofanyperson gagedthereupon.

5.0i) **LetterofAcceptance:**

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

ii) ContractAgreement:

On receipt of intimation of the acceptance of tender from the SBI the successful tenderershall be bound to implement the contract and within ten days there of shall sign anagreementin anon-judicialstamppaperofappropriate value.

6.0 **Ownershipofdrawings**:

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

7.0 **Detaileddrawingsandinstructions:**

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



TheworkshallbeexecutedinconformitytherewithandtheContractor/Vendorprepareadetailedpro gramscheduleindicatingthereinthedateofstartandcompletionofvarious activitiesonreceiptofarc theworkorderandsubmitthesametotheSBIthroughthe hitect/consultant

7.0 **Copiesofagreement**

Twocopiesofagreementdulysignedbyboththepartieswiththehanded drawingsshallbe overtotheContractor/Vendors.

8.0 Liquidateddamages:

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

9.0 Materials, Appliances and Employees

UnlessorotherwisespecifiedtheContractor/Vendorshallprovideandpayforallmaterials,labour ,water,power,tools,equipmenttransportationandanyotherfacilitiesthatarerequiredforthesatis factoryexecutionandcompletionofthework.Unlessorotherwisespecified all materials shall be new and both workmanship and materials shall be bestquality. The Contractor/ Vendor shall at all times enforce strict discipline and good orderamong his employees and shall not employ on the work any unfit person or anyone notskilled in the work assigned to him. Workman whose work or behavior is found to beunsatisfactorybytheSBIheshallberemovedfromthesiteimmediately.

10.0 **Permits,LawsandRegulations:**

Permits and licenses required for the execution of the work shall be obtained by theContractor/ Vendor at his own expenses. The Contractor/ Vendor shall give notices and comply with the regulations, laws, and ordinances rules, applicable to the contract. If theContractor/Vendorobservesanydiscrepancybetweenthedrawingsandspecifications, hes hall promptly notify the SBIin writing. If the Contractor/ Vendor performs any act, which isagainst the law, rules and regulations he shall meet all the costs arising there from andshallindemnifytheSBI anylegalactions arisingtherefrom.

11.0 **SettingoutWork:**

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



12.0 **Protectionofworksandproperty:**

The Contractor/ Vendor shall continuously maintain adequate protection of all his workfromdamageandshallprotecttheSBI'spropertiesfrominjuryorlossarisinginconnectionwit h contract. He shall make good any such damage, injury, loss, except due to causesbeyondhiscontrolandduetohisfault ornegligence.

Heshalltakeadequatecareandstepsforprotectionoftheadjacentproperties.The Contractor/ Vendor shall take all precautions for safety and protections of his employeeson the works and shall comply with all applicable provisions of Govt. and local bodies'safety laws and building codes to prevent accidents, or injuries to persons or property

onaboutoradjacenttohisplaceofwork.TheContractor/Vendorshalltakeinsurancecovers asperclause24.0at hisowncost.Thepolicymaybetakenin jointnamesofthe Contractor/VendorandtheSBlandtheoriginalpolicymaybelodgedwiththeSBl.

13.0 Inspectionofwork:

TheSBIortheirrepresentativesshallatallreasonabletimeshavefreeaccesstotheworksite and / or to the workshop, factories, or other places where materials are lying or fromwheretheyareobtainedandtheContractor/VendorshallgiveeveryfacilitytotheSBIandtheir representatives necessary for inspection and examination and test of the materialsand workmanship. No person unless authorized by the SBI except the representative ofPublic authorities shall be allowed on the work at any time. The proposed work eitherduringitsconstructionstageoritscompletioncanalsobeinspectedbytheChiefTechnicalE xaminer'sOrganization awingofCentralVigilance commission.

14.0 Assignmentandsubletting

The whole of work included in the contract shall be executed the Contractor/ Vendor andhe shall not directly entrust and engage or indirectly transfer, assign or underlet thecontract or any part or share thereof or interest therein without the written consent of theSBI and no undertaking shall relieve the Contractor/ Vendor from the responsibility of theContractor/Vendorfromactive&superintendenceoftheworkduringitsprogress.

15.0 Qualityofmaterials,workmanship&Test

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

ii) Samples

All samples of adequate numbers, size, shades & pattern as per specifications shall besuppliedbytheContractor/Vendorwithoutanyextracharges.Ifcertainitemsproposedtobe used are of such nature that samples cannot be presented or prepared at the sitedetailed literature / test certificate of the same shall be provided to the satisfaction of theSBI. Before submitting the sample / literature the Contractor/ Vendor shall satisfy himselfthat the material / equipment for which he is submitting the sample / literature meet withtherequirementoftenderspecifications.Onlywhenthesamplesareapprovedinwritingby SBItheContractor/Vendorshallproceedwiththeprocurementandinstallationofthe Page17of35 SignatureofContractorwithstamp



particularmaterial/equipment.TheapprovedsamplesshallbythesignedbySBlfor identification and shall be kept on record at site office until the completion of the work forinspection/comparisonatanytime.SBlshalltakereasonabletimetoapprovethesample.Any delaythatmightoccurinapprovingthesamplesforreasonsofitsnotmeetingthe specificationsorotherdiscrepanciesinadequacyinfurnishingsamplesofbestqualities fromvarious

manufactur ers and such other a spect scausing delay on the approval of the materials/equipment etc ... shall be to the account of the Contractor/Vendor.

iii) Costoftests

The costofmakingany testshallbeborne by theContractor/Vendorifsuchtest isintendedbyorprovidedforinthespecificationorBOQ.

16.0 **Obtaininginformationrelatedtoexecutionofwork**

No claim by the Contractor/ Vendor for additional payment shall be entertained which isconsequentuponfailureonhisparttoobtaincorrect informationastoanymatteraffectingthe execution of the work nor any misunderstanding or the obtaining incorrect informationor the failure to obtain correct information relieve him from any risks or from the entireresponsibilityforthefulfillment ofcontract.

17.0 Contractor/Vendor'ssuperintendence

TheContractor/Vendorshallgivenecessarypersonalsuperintendenceduringtheexecution the works and as long, thereafter, as the SBI may consider necessary until theexpiryofthedefects liabilityperiod, statedhereto.

18.0 Quantities

The bill of quantities (BOQ) unless or otherwise stated shall be deemed to have beenpreparedinaccordancewiththeIndianStandardMethodofMeasurementsandquantities. The rate quoted shall remain valid for variation of quantity against individual item to anyextent.

19.0 Workstobemeasured

SBImayfromtimetotimeintimatetotheContractor/Vendorthattheworkisrequiredtobe measured andthe Contractor/ Vendor shall forthwith attend or send a qualified representativetoassist theSBlintakingsuchmeasurementsand calculationandto furnish allparticulars or to give all assistance required by any of them. Such measurementsshallbetaken in accordancewiththe Mode of measurements detailinthespecifications.TherepresentativeofSBIshalltakemeasurementswiththeContractor/ Vendor'srepresentative andthemeasurementsshallbeenteredin themeasurement book. The Contractor/ Vendor or his authorized representative shall sign all the pages of the measurement book in which the measurements have been recorded in token of hisacceptance. All the corrections shall be duly attested by both repreentatives. No overwritingsshallbemadeintheMeasurementbookshouldtheContractor/Vendornotattendor neglect or omit to depute his representative to take measurements the measurementsrecordedbytherepresentativeoftheSBIshallbefinal.Allauthorizedextrawork,o missionsandallvariationsmadeshallbeincludedsuchmeasurement.

20.0 Variations

Noalteration,omissionorvariationorderedinwritingbySBIvitiatesthecontract.Incasethe SBIthinks properatanystageduringtheprogressofworks tomakeanyalterationin, Page18of35 SignatureofContractorwithstamp



oradditions to or omission fromthe works or any.alteration in the kind orquality ofthematerialstobeusedtherein,theSBIshallgivenoticethereofinwritingtotheContractor/ Vendorshallconfirminwritingwithinsevendaysofgivingsuchoralinstructionsthe contract shall alter to, add to, or omit from as the case may be in accordance with suchnoticebuttheContractor/Vendorshallnotdoanyworkextratoormakeanyalterationsoraddit ions to or omissions from the works or any deviation from any of the provisions of thecontract, stipulations, specifications or contract drawings without previous consent inwriting of the SBIand the value of such extras, alterations, additions or omissions shall inall cases be determined by the SBIand the same shall be added to or deducted from thecontractvalue,asthecasemaybe.

21.0 ValuationofVariations

No claim for an extra Item shall be allowed unless it shall have been executed under theauthorityoftheSBIwiththeconcurrenceoftheSBIashereinmentioned. Any such extra isherein n 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 workwheresuchextraworkisofsimilarcharacterandexecutedundersimilarconditionsasthew orkpriced herein.

(ii)Ratesforallitems,whereverpossibleshouldbederivedoutoftheratesgiveninthepriced BOQ.

- b) Thenetpricesofthe originaltendershalldeterminethevalueof theitemsomitted, providedifomissionsdonotvarytheconditionsunderwhichanyremainingitemsof Worksarecarriedout,otherwisethepricesforthesameshallbevaluedundersub-Clause'c'hereunder.
- c) Wherethe extraworks are not of similar character and/or executed under similar conditionsasaforesaidorwheretheomissionsvarytheconditionsunderwhichany remainingitemsorworksarecarriedout,thentheContractor/Vendorshallwithin7daysoftherecei pt oftheletterofacceptanceinform theSBIof theratewhichheintendstochargefor such items of work, duly supported by analysis of the rate or rates claimed and theSBIshall fix such rate or prices as in the circumstances in its opinion are reasonable andproper,basedonthemarketrate.
- d) Where extra work cannot be properly measured or valued the Contractor/ Vendor shall beallowed day work prices at the net rates stated in the tender, of the BOQ or, if not, sostatedtheninaccordancewiththelocaldayworkratesandwagesforthedistrict;providedthat in either case, vouchers specifying the daily time (and if required by the SBI) theworkman'snameandmaterialsemployedbedeliveredforverificationstotheArchitect /consultantatorbeforetheendoftheweekfollowingthatinwhichtheworkhasbeen executed.

Itisfurtherclarifiedthatforallsuchauthorizedextracannotb whereratessubmitrat ederivedfromthetender,theContractor/Vendorshall esduly supported by rate analysis worked on the 'market rate basis for material, labour hire /runningchargesofequipmentandwastagesetc.plus15%towardsestablishmentcharges, Contractor/ Vendor's overheads and profit. Such items shall, not be eligible forescalation.



22.0 Finalmeasurement

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

23.0 VirtualCompletionCertificate(VCC)

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

UponthesatisfactoryfulfillmentbytheContractor/Vendorasstatedabove,theContractor/Vendo ris entitled to apply to the SBI of satisfactory completion of work. Relative to which the completion certificate has been sought, theSBIshall within fourteen (14) days of thereceipt of the application for completion certificate, issue a VCC in respect of the work forwhichtheVCChasapplied.

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

Insuranceofworks

Without limiting his obligations and responsibilities under the contract the Contractor/Vendor shall insure in the joint names of the SBI and the Contractor/ Vendor against allossofdamagesfromwhatevercausearisingotherthantheexceptedrisks,forwhichheisrespo nsibleunderthetermsofcontractandinsuchamannerthattheSBI.andContractor/Vendor are covered for the period stipulated in clause 28 of GCC and are also coveredduringtheperiod ofmaintenanceforlossordamage arisingfromacause,occurring prior

to the commencement of the period of maintenance and for any loss or damage occasioned by the Contractor/Vendorin the course of any operations carried out by him for the purpos e of complying with his obligations under clause.

- a) TheWorksforthetimebeingexecutedtotheestimatedcurrentContractvaluethereof, orsuch additionalsumasmaybespecifiedtogetherwiththematerialsforincorporationintheworksatt heirreplacementvalue.
- b) Such insurance shall be affected with an insurer and in terms approved by the SBIwhich approval shall not be unreasonably withheld and the Contractor/ Vendor shallwheneverhaverequiredproducetotheSBIthepolicyofinsuranceandthereceiptsforpa ymentofthecurrentpremiums.

25.0 Damagetopersonsandproperty

TheContractor/Vendor shall, exceptifandsofarasthecontract providesotherwise indemnify the SBI against all losses and claims in respect of injuries or damages to anyperson or material or physical damage to any property whatsoever which may arise out oforinconsequenceoftheexecutionandmaintenanceoftheworksandagainstallclaims proceedings, damages, costs, charges and expenses whatsoever in respectofor in relation thereto except any compensation of damages for or with respect to:

a) Thepermanentuseoroccupationoflandbyoranypartthereof.



- b) TherightofSBItoexecutetheworksoranypartthereofon,over,under,inorthroughanylands.
- c) Injuriesordamagestopersonsorpropertieswhichareunavoidableresultoftheexecutionormaint enanceoftheworksinaccordance withthecontract
- Injuries ordamageto persons orpropertyresulting fromanyact or neglectofthe SBItheiragents,employeesorotherContractor/VendorsnotbeingemployedbytheContractor/ Vendororfororinrespectofanyclaims,proceedings,damages,costs,chargesand expensesinrespectthereoforinrelationtheretoorwheretheinjuryordamagewas contributed toby the Contractor/ Vendor, his servants or agents such partof the compensationasmaybejustandequitablehavingregardtotheextentoftheresponsibilityof the SBI, their employees, or agents or other employees, or agents or other Contractor/Vendorsfor thedamageor injury.

26.0 Contractor/VendortoindemnifySBI

TheContractor/VendorshallindemnifytheSBI.againstallclaims,proceedings,damages,costs, charges and expenses in respect of the matters referred to in the provision sub-clause25ofthisclause.

27.0 **Contractor/Vendor'ssuperintendence**

TheContractor/VendorshallfullyindemnifyandkeepindemnifiedtheSBIagainstany action, claim, or proceeding relating to infringement or use of any patent or design or anyallegedpatentordesignrightsandshallpayanyroyaltieswhichmaybepayableinrespectof anyarticleorpartthereofincludedinthecontract.Intheeventofanyclaimmadeunderor action brought against SBI. in respect of such matters as aforesaid the Contractor/VendorshallbeimmediatelynotifiedthereofandtheContractor/Vendorshallbeatlib erty, at his own expenses to settle any dispute or to conduct any litigation that may arise therefrom, provided that the Contractor/ Vendor shall not be liable to indemnify the SBI. if theinfringementofthepatentordesignoranyallegedpatentordesignrightisthedirectresultofano rderpassedbytheSBI inthisbehalf.

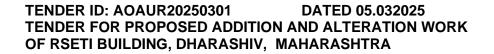
ThirdPartyInsurance

BeforecommencingtheexecutionoftheworktheContractor/Vendorbutwithoutlimitinghisobligations and responsibilities under clause 24.0 of GCC shall insure against his liabilityfor any material or physical damage, loss, or injury which may occur to any propertyincluding that of SBI., or to any person, including any employee of the SBI, by or arisingout of the execution of the works or in the carrying out of the contract, otherwise than duetothemattersreferredtointheprovisiontoclause24.0thereof.

MinimumamountofThirdPartyInsurance

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

The minimum insurance cover for physical property, injury, and death is Rs.5 Lakh peroccurrencewiththenumberofoccurrenceslimitedtofour.AftereachoccurrenceContractor/ Vendorwillpayadditionalpremiumnecessarytomakeinsurancevalidforfouroccurrencesalway s.





AccidentorInjurytoworkman:

i. The SBI shall not be liable for or in respect of any damages or compensation payableat law in respect or in consequence of any accident or injury to any workmen or otherperson in the employment of the Contractor/ Vendor or any sub-Contractor/ Vendor,save and except an accident or injury resulting from any act or default of the SBI ortheiragents oremployees TheContractor/Vendorshallindemnifyandkeepindemnified

ortheiragents,oremployees.TheContractor/Vendorshallindemnifyandkeepindemnified SBI against all such damages and compensation, save and except asaforesaid,andagainstallclaims,proceedings,costs,chargesandexpenseswhatsoever inrespectthereoforinrelationthereto.

ii. Insuranceagainstaccidentsetc.toworkmen

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

iii. RemedyonContractor/Vendor'sfailuretoinsure

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

iv. Without prejudice to the others rights of the SBI against Contractor/ Vendors. Inrespect of such default, the employer shall be entitled to deduct from any sumspayable to the Contractor/ Vendor the amount of any damages costs, charges, andother expenses paid by the SBI and which are payable by the Contractor/ Vendorsunder this clause. The Contractor/ Vendor shall upon settlement by the Insurer of anyclaim made against the insurer pursuant to a policy taken under this clause, proceedwith due diligence to rebuild or repair the works destroyed or damaged. In this eventallthemoniesreceivedfromtheInsurerinrespectofsuchdamageshallbepaidtothe Contractor/VendorandtheContractor/Vendorshallnotbeentitledtoanyfurther paymentinrespect oftheexpenditureincurredforrebuilding orrepairingofthe materialsorgoodsdestroyedordamaged.

30.0 **CommencementofWorks:**

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



31.0 **Timeforcompletion**

TimeisessenceofthecontractandshallbestrictlyobservedbytheContractor/Vendor. Theentirework shallbecompletedwithinaperiodof **ASSTATEDINTENDER NOTICECHART**fromthedateofcommencement.

32.0 Extensionoftime

If,theworkbedelayedforreasonsbeyondthecontroloftheContractor/Vendor,the Contractor/Vendormay submit a recommendation to the SBI to grant a fair and reasonableextensionoftimeforcompletionofworkasperthetermsofcontract.Ifthe Contractor/Vendorneedsanextensionoftimeforthecompletionofworkorifthe completionofworkislikelytobedelayedforanyreasonsbeyondtheduedateof completion as stipulated in the contract, the Contractor/ Vendor shall apply to theSBI.inwriting at least 30 Days before the expiry of the scheduled time and while applying forextension of time he shall furnish the reason in detail and his justification if any, for thedelays in the prescribed format for granting extension of time. While g anting extension oftime the Contractor/ Vendor shall be informed the period extended time which will qualifyfor levy of liquidated damages. For the balance period in excess of original stipulatedperiod and duly sanctioned extension of time by the provision of liquidated damages

asstatedunderclause8.0shallbecomeapplicable.Furtherthecontractshallremaininforceeven for the period beyond the due date of completion irrespective whether the extensionisgrantedornot.

33.0 Rateofprogress

Whole of the materials, plant and labour to be provided by the Contractor/ Vendor and themode, manner and speed of execution and maintenance of the works are to be of a kindand conducted in a manner to the satisfaction of the SBIShould the rate of progress of thework or any part thereof be at any time be in the opinion the SBI too Slow to ensure thecompletion of the whole of the work the prescribed time or extended time for completion, the SBI shall thereupon take such steps as considered necessary to expedite progress soas to complete the works by the prescribed time or extended time. Such communicationsfrom the SBI neither shall relieve the Contractor/ Vendor from fulfilling obligations

under the contract nor hewill be entitled to raise any claims arising out of such directions.

34.0 Workduringnightsandholidays

Subjecttoanyprovisiontothecontrarycontainedinthecontractnopermanentworkshall, as herein provided, be carried on during the night or on holidays without the permission inwriting of the SBI, except when the work is unavoidable or absolutely necessary for thesavingoflifeorpropertyorforthesafetyoftheworkinwhichcasetheContractor/ Contractor/VendorshallimmediatelyadvisetheSBI.However,theprovisionsofthe clauseshallnotbeapplicableinthecaseofanyworkwhichbecomes ssentialtocarryby rotary or double shifts in order to achieve the progress and quality of the part of the worksbeingtechnicallyrequired/continuedwiththepriorapprovaloftheSBIatnoextracost.

AllworkatnightafterobtainingapprovalfromcompetentauthoritiesofSBIshallbecarriedoutwithout unreasonablenoiseanddisturbance.

35.0 Nocompensationorrestrictionsofwork

If at any time after acceptance of the tender SBI shall decide to abandon or reduce

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thescope of work for any reason whatsoever and hence not required the whole or any part oftheworktobecarriedout.SBIshallgivenoticeinwritingtothateffecttotheContractor/



Vendor and the Contractor/ Vendor shall act accordingly in the matter. The Contractor/Vendor shall have no claim to any payment of compensation or otherwise whatsoever onaccount of any profit or advantage which he might have derived from the execution of theWork fully but which he did not derive in consequence of the foreclosure of the whole orpartofthework.

ProvidedthattheVendorshallbepaidthechargesonthecartageofonlymaterials actuallyandbona-fidebroughttothesiteoftheworkbytheContractor/Vendorand rendered surplus as a result of the abandonment, curtailment of the work or any portionthereof and then taken back by the Vendor, provided however that the SBIshall have insuch cases the option of taking over all or any such materials at their purchase price or alocal currentratewhicheverisless.

"In case of such stores having been issued from SBI stores and returned by the Vendor tostores, creditshallbegiventohimattherates not exceeding those at which we reoriginally issued to the Vendorafter taking into consideration and deduction for claims on account of any deterioration or damage while in the custody of the Contractor/ Vendor and in this respect the decision of Architect/consultant shall be final.

36.0 Suspension of work

- TheContractor/Vendorshall,onreceiptoftheorderinwritingofSBI(whosedecisionshallbe final and binding on the Contractor/ Vendor) suspend the progress ofworks or any partthereof for such time and in such manner as SBI may consider necessary so as not tocause any damage or injury to the work already done or endanger the safety thereof foranyoffollowing reasons:
 - a) OnaccountanydefaultonthepartoftheContractor/Vendor,or
 - b) ForproperexecutionoftheworksorpartthereofforreasonsotherthanthedefaulttheVendor/ Contractor,or
 - c) Forsafetyoftheworksorpartthereof.

The Contractor/V endorshall, during such suspension, properly protect and secure the works the extension of the secure that the secure that

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

TheContractor/Vendorshallbeentitledtoanextensionoftimeequaltotheperiodofeverysuchsuspension.Nocompensationwhatsoevershallbepaidonthisaccount.

37.0 Actionwhenthewholesecuritydepositisforfeited

In any case in which under any clause or clauses of this contract, the Contractor/ Vendorshall have rendered himself liable to pay compensation amounting to the whole of hissecurity deposit the SBI shall have the power to adopt any of the following course as theymaydeembestsuitedtotheinterestof theSBI:

- a) To rescind the contract (of which rescission notice in writing to the Contractor/ Vendor bySBIshallbeconclusiveevidence)andinwhichcasethesecurity,depositoftheContractor/Ven dorshallbeforfeitedandbeabsolutelyatthedisposalofSBI
- b) To employ labour paid by the SBI and to supply materials to carry out the work, or part of the work, debiting the Contractor/ Vendor with the cost of the labour and materials cost of suchlabourandmaterials (asworkedoutbytheSBIshallfinalandconclusiveagainstthe



Contractor/Vendor)andcreditinghimwiththevalueoftheworkdone.inallrespectsinthesame manner and at the same manner and at the same rates as if it had been carried outbytheContractor/VendorunderthetermsofthiscontractcertificateofSBlastothevalueofwor kdoneshallbefinalconclusiveagainsttheContractor/Vendor.

c) To measure up the work of the Contractor/ Vendor, and to take such part thereof as shallbe unexecuted, out of his hands, and to give it to another Contractor/ Vendor to complete.in which case any expenses which may be incurred in excess of the sum which wouldhavebeenpaidtotheoriginalContractor/Vendor,ifthewholeworkhadbeenexecutedby him(TheamountofwhichexcessthecertificatesinwritingoftheSBIshallfinaland conclusive) shall be borne by original Contractor/ Vendor and may be deducted if anymoney due to him by SBI under the contract or otherwise, or from his security deposit ortheproceedsof salethereof, or sufficient part thereof.

IntheeventofanyofabovecoursesbeingadoptedbytheSBItheContractor/Vendor shallhavenoclaimto compensationforanylosssustainedbyhim bvreasonsofhis havingpurchasedorprocuredanymaterialorenteredintoanyengagementsormakeanyadvanc es on account of, or with a view to the execution of the work or the performance of the contract and in case the contract shall be rescind under the provision aforesaid, theContractor/ Vendor shall not be entitled to recover or to be paid any sum or any worktheretoforactuallyperformedunderthiscontract,unless,anduntilSBIwillhavecertifiedinwri ting the performance of such work and the value payable in respect thereof, and heshallonlybeentitledtobepaidthevaluesocertified.

38.0 Owner'srighttoterminatethecontract

If the Contractor/ Vendor being an individual or a firm commit any 'Act of insolvency' orshall be adjusted an insolvent or being an incorporated company shall have an order forcompulsory winding up voluntarily or subject to the supervision of Govt. and of the OfficialAssignee of the liquidator in such acts of insolvency or winding up shall be unable withinseven days after notice to him to do so, to show to the reasonable satisfaction of the SBIthat he is able to carry out and fulfill the contract, and to dye security therefore if sorequired bytheSBI

Or if the Contractor/ Vendor (whether an individual firm or incorporated Company) shallsufferexecutiontobeissuedorshallsufferenypaymentunderthiscontracttobeattachedbyo ronbehalfofanyofthecreditorsoftheContractor/Vendor.

Or shall assign or sublet this contract without the consent in writing of the SBI or shallcharge or encumber this contract or any payment dueto which may become due to theContractor/ Vendorthereunder:

- hasabandonedthecontract;or a)
- hasfailedtocommencetheworksorhaswithoutanylawfulexcuseundertheseconditionssuspen b) dedtheprogressoftheworksfor14daysafterreceivingfromtheSBIwrittennoticetoproceed,or
- has failed to proceed with the works with such diligence and failed to make such C) dueprogressaswouldenabletheworkstobecompleted within the time agreed upon, or has failed to remove the materials from the site or to pull down and replace work withinseven days after written notice from the SBI that the said materials were condemned andrejected by the SBI under these conditions; or has neglected or failed persistently

toobserveandperformalloranyoftheactsmattersorthingsbythiscontracttobeobserved



andperformedbythecontactorforsevendaysafterwrittennoticeshallhavebeengiventothe Contractor/ Vendor to observe or perform the same or has to the detriment of goodworkmanshiporindefianceoftheSBItothecontrarysubjectanypartofthecontract.

Then and in any of said cases the SBI may not withstanding any previous waiver, aftergiving seven days' notice in writing to the Contractor/ Vendor, determine the contract, butwithout thereby affecting the powers of the SBI or the obligation and liabilities of theContractor/Vendorthewholeofwhichshallcontinueinforceasfullyasifthecontracthadnot been determined and as if the works subsequently had been executed by or on behalfoftheContractor/Vendor.And,furthertheSBIortheiremployeesmayenteruponandtakep ossession of the work and all plants, took scaffoldings, materials, sheds, machinerieslyinguponthepremisesorontheadjoininglandsorroadsusethesamebymeansofth eirown employees or workmen in carrying on and completing the work or by engaging anyother Contractor/ Vendors or persons to the work and the Contractor/ Vendor shall not inanywasinterruptordoanyact, matterorthingtopreventorhindersuchotherContractor/Vendor rks.

When the works shall be completed or as soon thereafter as convenient to the SBIanoticeinwritingwillbegiventotheContractor/Vendortoremovehissurplusmaterialsandpla nts and should the Contractor/ Vendor fail to do so within 14 days after receive thereofbyhimtheSBIsellthesamebypublication,andafterduepublication,andshall,adjustthea mount realized by such auction. The Contractor/ Vendor shall have no right to questionanyoftheactofthe SBIncidentaltothesaleofthematerialsetc.

39.0 **Certificateofpayment**

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

ProvidedalwaysthattheissueofanycertificatebytheArchitect/consultantduring progressofworksorcompletionshallnothaveeffectascertificateofsatisfactionrelievethecontracto rfromhisliabilityunderclause.

TheArchitect/consultant shallhavepowertowithhold thecertificate if the work or in part there of is not carried out to the irsatisfaction.

TheArchitect/consultantmaybyanycertificatemakeanycorrectionsrequiredpreviouscertificate.

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

The contractors halls ubmit interimbills only after taking actual properly rec measurements and or ded in the Measurement books

TheContractorshallnotsubmitinterimbillswhentheapproximate valueofworkdonebyhimislessthan **ASGIVENINTHETENDERNOTICECHART**

The final bill may be submitted by contractor within a period of one month from the date of virtual completion and Architect / consultant shall issue the certificate of payment within aperiodoftwomonths.TheSBIshallpaytheamountwithinaperiodofthreemonthsfrom



thedateofissueofcertificateprovidedthere is no dispute in respect of rates and quantities.

The contractors halls ubmit the interimbills in the prescribed format with all details.

Aftersuccessfulcompletionofwork,theContractor/Vendorshallprepareseparatebillsforeach branch/office/ATM/site andsubmitthebranch-wise <u>TaxInvoices/Bills</u>alongwithspecified <u>5 to</u> <u>10 years Warrantee on Company Warrantee Cards / on Rs.500/- Non-Judicial Stamp</u> <u>paper</u> for Supply of Furniture/waterproofing or other similar works alongwith a certificate/acknowledgement certifying completion of work by SBIor their authorized representative.

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

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

TheSBIshall havepowerto withholdthepaymentiftheworkorpart thereofis notcarriedouttotheirsatisfaction.

A.SettlementofDisputesandArbitration

Exceptwhereotherwiseprovided in the contractal questions and disputes to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question , claim, right, matter orthing what so ever 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 the reof shall be dealt with as mentioned here in after:

i) If the contractor considers that he is entitled to any extra payment or compensation inrespect of the works over and above the amounts admitted as payable by the Architect orincasethecontractorwantstodisputethevalidityofanydeductionsorrecoveriesmadeorpropo sed to be made from the contract or raise any dispute, the contractor shall forthwithgive notice in writing of his claim, or dispute to The ASSITANT GENERAL MANAGER(P&E), MAHARASHTRA CIRLE OFSBI., Head Office, Raheja Chambers, Free PressJournal Marg, Mumbai And endorse a copy of the same to the Architect, within 30 daysfrom thedateofdisallowancethereoforthedateofdeductionorrecovery. Thesaidnoticeshallgivefullp articularsoftheclaim.groundsonwhichitisbasedanddetailedcalculations of the amount claimed and the contractor shall not be to raise entitled anyclaimnorshalltheSBIbeinanywayliableinrespectofanyclaimbythecontractorunless noticeof suchclaim shall have been given bythe contractor to THE ASSISTANT GENERALMANAGER(P&E),MAHARASHTRACIRLEinthemannerandwithinthetimeas aforesaid. The Contractor shall be deemed to have waived and extinguished all hisrights claim not notified to THEASSISTANT GENERAL in respect of any MANAGER(P&E), MAHARASHTRACIRLEinwritinginthemannerandwithinthetimeaforesaid.

B.SettlementofDisputesandArbitration

TheAGM(P&E),shallgivehisdecisioninwritingontheclaimsnotifiedbythereceiptof thecontractormaywithin30daysofthereceiptofthedecisionofTHEASSISTANT GENERAL MANAGER (P&E), MAHARASHTRACIRLE/ Submit his claimsto the conciliating authority namely the ASSISTANT GENERAL MANAGER (P&E),



MAHARASHTRACIRLE, 3rdFloor, SynergyBuilding, BKC, Mumbai. For conciliational on gwithalld etails and copies of correspondence exchanged between him and the SBI.

- iii) If the conciliation proceedings are terminated without settlement of the disputes, thecontractor shall, within a period of 30 days of termination thereof shall give a notice to theconcernedDy.GeneralManager&ChiefDevelopmentOfficeroftheMaharashtraCircleforap pointmentofanarbitratortoadjudicatethenotifiedclaimsfallingwhichtheclaimsofthecontractor shallbedeemedtohavebeenconsideredabsolutelybarredandwaived.
- iv) Except where the decision has become final, binding and conclusive in terms of thecontract, all disputes or differences arising out of the notified claims of the contractor asaforesaid and all claims of the SBI shall be referred for adjudication through arbitration bythe Sole Arbitrator appointed by the Dy. General Manager & Chief Development OfficeroftheMaharashtraCircleandwhowillbeofminimumDeputyGeneralManagerrank.Itwill alsobenoobjectiontoanysuchappointmentthattheArbitratorsoappointedisa SBIOfficer and that he had to deal with the matters to which the Contract relates in thecourse of his duties as SBI, Officer. If the arbitrator so appointed is unable or unwilling toactorresignshisappointmentorvacateshisofficeduetoanyreasonwhatsoeveranothersolear bitratorshallbeappointedinthemanneraforesaidbythesaidDy.GeneralManager& Chief DevelopmentOfficerof the Maharashtra Circle. Such person shall be entitled toproceedwiththereferencefromthestageatwhichitwasletbyhispredecessor.

Itisatermofthiscontractthatthepartyinvokingarbitrationshallgivealistofdisputeswith amountsclaimedinrespectofeachdisputealongwiththenoticearbitrator. forappointmentof

 $\label{eq:lisalsoatermofth} It is also a term of this contract that no person other than a person appointed by such Chief General Manageras a foresaid should act as arbitrator.$

The conciliation and arbitrations hall be conducted in accordance with the provisions of the Arbitrat ion & Conciliation Act 1996 or any or any accordance modification or reenactment there of 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 bepaidequallybyboththeparties. However, no fees will be payable to the arbitrator if he is a SBIOfficer.

It is also a term of the contract that the Arbitrator shall be deemed to have entered on thereference on the date he issues notice to both the parties calling them to submit theirstatement of claims and counter statement of claims. The venue of the arbitration shall besuch place as may be fixed by the arbitrator in his sole discretion. The fees, if any of thearbitrators shall, if required to be paid before the award is made and published, be paidhalf and half by each of the parties. The Cost of the reference and of the award (includingthefees,ifanyofthearbitrator)shallbeinthediscretionofthearbitratorwhomaydirectto anybywhomanddinwhatmanner,suchcostsoranypart

there of, shall be paid and fix or settle the amount of costs to be so paid.

41.0 Methodofmeasurement

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

Maintenanceofregisters



The contractor shall maintain the following registers as per the enclosed perform at site ofwork and should produce the same for inspection of STATE BANK OF INDIA /Architect /consultant whenever desired by them. The contractor shall also maintain the records /registersasrequiredbythelocalauthorities/Govt.fromtimetotime.

- I) Registerforsecuredadvance
- ii) Registerforhindrancetowork
- iii) Registerforrunningaccountbill
- iv) Registerforlabour

ForceMajeure

- Neither Contractor/ Vendor nor SBI shall be considered in default in performance of theobligations if such performance is prevented or delayed by events such as but not war,hostilities revolution, riots, civil commotion, strikes, lockout, conflagrations, epidemics,accidents,fire,storms,floods,droughts,earthquakesorordinancesoranyactoforfor anyother cause beyond the reasonable control of the party affected or prevents or delayed.However, a notice is required to be given within 30 days from the happening of the eventwithcompletedetails,totheotherpartytothecontract.
- As soon as the cause of force majeure has been removed the party whose ability performits obligations has been affected, shall notify the other of such cessation and the actualdelayincurredinsuchaffectedactivityadducingnecessaryevidenceinsupportthereof.
- From the date of occurrence of a case of force majeure obligations of the party affectedshall be suspended during the continuance of any inability so caused. With the causeditselfandinabilityresultingtherefromhavingbeenremoved,theagreedtimecompletiono ftherespectiveobligationsunderthisagreementshallstandextendedaperiodequaltotheperiod of delayoccasioned bysuchevents.
- Should one or both parties be prevented from fulfilling the contractual obligations by stateof force majeure lasting to a period of 6 months or more the two parties, shall mutuallydecideregardingthefutureexecutionofthisagreement.

44.0 Locallaws, Acts Regulations:

TheContractor/Vendor shallstrictlyadheretoallprevailinglabour lawsincludingthe contract labour (regulation and abolition act of 1970) and other safety regulations. TheContractor/ Vendors should comply with the provision of all labour legislation including thelatest requirements of the Acts, laws, any other regulations that are applicable to the execution of the project.

45.0 Accidents

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

The contractor's shall be bound to comply the following provision in terms of "Restriction simposed by t

heGovernmentofIndia,MinistryofFinanceDepartmentofExpenditure underRule144(XI)ofGeneralFinancialRules2017videtheir6/18/2019/ orderno.F.No PPDdated23rdJuly2020"asunder;

 Any bidder from a country which shares a land border with India will be eligible to bid inthis tender ONLY if the bidder is registered with the Competent Authority (registrationcommitteeconstitutedbytheDepartmentforPromotionofIndustryandInternalTra Page30of35
 SignatureofContractorwithstamp





- II. 'Bidder' (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts)means any person or firm or company, including any member of a consortium or jointventure (that is an association of several persons, or firms or companies), every artificialjudicialpersonnotfallinginanyofthedescriptionsofbiddersstatedhereinbefore, includinganyagencypr branchor officecontrolledbysuchperson, participatingina ocurementprocess.
- III. 'BidderfromacountrywhichsharesalandborderwithIndia(suchacountry)'forthispurposemean s:
- a. Anentityincorporated, establishedorregistered insuch a country; or
- $b. \ A subsidiary of an entity incorporated, established or registered in such a country; or$
- c. Anentitysubstantiallycontrolledthroughentitiesincorporated,establishedorregisteredinsuch acountry;or
- d. Anentitywhosebeneficialownerissituatedinsuchacountry;or
- e. AnIndian(orother)agentofsuchanentity;or
- f. Anaturalpersonwhoisacitizenofsuchacountry;or
- g. Aconsortiumorjointventurewhereanymemberoftheconsortiumorjointventurefallsunderanyo ftheabove
- IV. Thebeneficialownerforthepurposeof(iii)abovewillbeasunder:
- In case of A Company or Limited Liability Partnership, the beneficial owner is the naturalperson(s), who, whether acting alone or together, or through one or more judicial person,hasacontrollinginterestorwhoexercisescontrolthroughothermeans. Explanation-
- a. "Controllingownershipinterest" meansownershipoforentitlementtomorethantwentyfivepercentofsharesorcapitalorprofits of the company;
- b. "Control"shallinclude therighttoappointmajorityofthedirectors ortocontrolthe managementorpolicydecisions includingbyvirtueoftheirshareholding ormanagementrightsorshareholdersagreementsorvotingagreements;
- 2. Incaseofapartnershipfirm,thebeneficialowneristhenaturalperson(s)who,whether actingaloneortogether,orthroughoneormorejudicialperson,hasownershipof entitlementtomorethanfifteenpercentofcapitalorprofitsofthepartnership;
- IncaseofanunincorporatedassociationorbodyofIndividuals,thebeneficialowneristhenatural person(s), who, whether acting alone or together, or through one or more judicialperson,hasownershipoforentitlementtomorethanfifteenpercentof thepropertyorthecapitalorprofitsofsuchassociationorbodyof individuals;
- 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner istherelevantnaturalpersonwhoholdsthepositionofseniormanagingofficial;
- 5. Incaseofatrust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trust e, the beneficiaries with fifteen percentor more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person to do any act for another, or to represent another in dealings withthird person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from acountrywhichsharesalandborderwithIndiaunlesssuchcontractorisregisteredwiththeComp etent Authority.
- VII. Allbiddersneedtosubmitadeclaration-cum-certificate(alongwithevidence)inthis regardasper"**AnnexureQ**".Failuretosubmitsuchvaliddeclaration-cum-Certificatewillmakethebidliableforrejection."



ANNEXURE"Q"

Declaration-Cum-

<u>CertificateontheLetterHeadofBidderRegardingRestrictionsonProcurementFromBiddersFromACo</u> <u>untryOrCountries,OnGroundsOfDefenceInIndia,OrMattersDirectlyRelatedThereto,IncludingNatio</u> <u>nal Security.</u>

<u>RestrictionsunderRule144(XI)ofGeneralFinancialRules2017ofMinistryofFinance.</u>Indiaord <u>erno.F.No6/18/2019/PPDdated23rdJuly2020</u>

I/Wehavereadtheclauseregardingrestrictionsonprocurementfromabidderofacountrywhichsharesalan dborderwithIndia;

I/We, thebidder (Specify full name_____) certify that we are NOT from such a country OR, if from such a country, has been registered withCompetent Authority.

I/Weherebycertifythatwefulfilallrequirementsinthisregardandiseligibletobeconsidered.

(SignatureofAuthorisedSignatoryalongwithSeal)

Name of authorised

signatory: Designation of Authorisedsi

gnatory:

ListofEvidencesenclosed:

1. Copy of certificate of valid registration with the Competent Authority applicable) (Score out if not the Competent Authority applicable) and the Competent Authority applicable (Score out if not the Competent Authority applicable) and the Competent Authority applicable (Score out if not the Competent Authority applicable) and the Competent Authority applicable (Score out if not the Competent Authority applicable) and the Competent Authority applicable (Score out if not the Competent Authority applicable) and the Competent Authority applicable (Score out if not the Competent Authority applicable) and the Competent Authority applicable (Score out if not the Competent Authority applicable) and the Competent Authority applicable (Score out if not the Competent Authority applicable) and the Competent Authority applicable (Score out if not the Competent Authority applicable) and the Competent Authority applicable (Score out if not the Competent Authority applicable) and the Competent Authority applicable (Score out if not the Competent Authority applicable) and the Competent Authority applicable (Score out if not the Competent Authority applicable) and the Competent Authority applicable (Score out if not the Competent Authority applicable) and the Competent Authority applicable (Score out if not the Competent Authority applicable (Score

- 2..... 3.
- 4.

Date:Place

:



LISTOFAPPROVEDMATERIALANDMAKESOFITEMS (THEMAKELISTEDBELOWSHOULDBEFIRSTAPPROVEDBYTHEBANKBEFOREUSEINCONSTRUCTION)

LISTOFMATERIALSOFAPPROVEDBRAND ANDTHEIRMANUFACTUERS

1	VITRIFIEDTIles	Kajaria/Somany/H.R.Johnson/Nitco/Simpolo
2	CeramicwallTiles	Kajaria/Somany/H.R.Johnson/Nitco/Simpolo,
3	Ceramic floor Tiles(antiskid)	Kajaria/Somany/H.R.Johnson/Nitco/Simpolo
4	FalseFlooring	Unifloor/FlexiAccessFloor/Armstrong/ GYPSTEELULTRA/USBORAL.
5	WoodenFloori Laminated	Pergo/Tiles/Xylos/Armstrong/Vista.
6	GISUPPORTSYSTEMFORP LAIN FALSECEILING.	GYPSTEELULTRA/USBORAL
7	GIDRYWALLPARTITION SYSTEM.	GYPSTEEL/USBORAL/FRAMEWORK/RONDO/ BMS.
8	GYPSUM/PLASTERBOARDS	GYPBOARD/LAGYP
9	GISUPPORTSYSTEMFORG RID CEILING	ARMSTRONG/GYPSTEELULTRA/USBORAL
10	AluminumFittings	Jindal/Hindalco/MAAN
11	AluminumSect Extrusion ions	Jindal/Hindalco/MAAN
12	CommercialPlywood	Century/Green/Archid/KitSe ply/ Anchor- vak/ViPly/AssociatePly
13	Laminates(1.00mmthk.)	Royale touch/Century / Green lam/Archid/Airolam/Asus/Euro/Sun mica/Formica
14	Veneer	Century/Durian/Green
15	DrawerSlidingFittings	EarlBihari(EBCO)/Godrej/Hettich/Heffle
16	Floor / Door Spring Closure	Godrej /Hardwyn /Hyper/DOORSET /STERLING/DORMA/OZONE
17	TripleComputermonitorm ount/standarm	Vivo/Dell/HP
18	FlushDoor	Century/ Anchor/Archid/Kit ply/DURO/EGGWOOD/MAYUR/RAMA
19	TexturizedInteriorPaint	SandtexMatt/Dulux/Berger.
20	ReadymadeD Computer rawer	Ebco/Hettich/Blum
21	Paints	Asian/Nerolac/Berger/Dulux
a)	Cementpaint	Snowcem/Surfacem/Durocem.



b)	SyntheticEnamelPaint	Asian/Nerolac/Berger/Dulex.
c)	AcrylicEmulsionPaint(I nteriorandExterior)	Asian/Nerolac/Berger/Dulex



	r	F
22	Glazing	SAINTGOBAIN/GUJRATGUARDIAN/
		PILLINKTON/TRIVENI
		/MODIFLOAT/ASAHIFLOAT
23	Cement	Grade43/53ofL.&T.,A.C.C.,Rajashree,Ambuja.
24	FibreMineralFalseCeiling	Armstrong/IndianGypsumBoard/Gyproc.
25	ACPPanels	Alucobond/ALUDécor/Alstrong/Alstone
26	AcrylicSheets	SanmatiAcrylics/AcrylicSheetIndia/AcryPlus
27	Vertical/Rollerblinds	Vista/MAC/DACK
28	BlockBoards	Century ply/GreenPly/KitPly/VIPLy
29	ADHESIVES.	MOVICOL/FEVICOLSH/ARALDITE
30	ACRYLICSOLIDS	LGHaus y s,HI-MACS/
	URFACE.	DUPONT-
		MONTELLI/MERINOHANEX/LOTT
		E–STARON

- NB.1) The contractor should obtain prior approval from Employer / Consultants before placingorder for any specific materials. Employer may / delete any of the makes or brandsoutoftheabovelist.
 - 2).Allmaterialsshould onformtorelevantstandardsandcodesofBIS.mar
 - 3) kshallbeuseddulyapprovedbythe SBIEngineer/ MaterialswithI.S.I.

Architect.

4)

Note:-

If any material is found to be not up to the mark, the contractor will have to produce original bills/c ertificate from the manufacture rorhis authorized Distributor for

authenticityandgenuinenessofthematerialforconsiderationandaspermake

 $approved by the {\tt SBI}. The same will not be considered for payment.$



BILLOFOUANTITY

PREAMBLE:

TOBEREADALONGWITHDRAWINGS.

- 1. RATESTOBEQUOTEDBOTHINFIGURESANDWORDS.
- 2. ALLPAGESTOBESIGNEDANDSTAMPEDBYTHETENDERER.
- 3. THERATEOFTHEITEMSSHALLBEAPPLICABLEFORANYFLOORLEVEL/ANYNU MBEROF FLOORS, ORANYQUANTITY.
- 4. THESPECIFICATIONOFTHEITEMSSHALLBEASPERLATESTINDIANSTAND ARDCODESUNLESSOTHERWISESPECIFIED.
- 5. ALLMATERIALSSHALLBEASPERAPPROVEDLISTANDSHOULDBEOFIstQUALIT YUNLESSOTHERWISESPECIFIED.
- 6. THE RATES AREINCLUSIVEOF ALL DUTIES AND TAXES (EXCEPT GST) OFALLGOVERNMENT,MUNICIPALORANYOTHERSTATUTORYBODYAPPLICAB LEFROMTIMETOTIME.
- 7. RATESSHALLBEFORITEMSCOMPLETEINALLRESPECTSASPERDRAWING, IN STRUCTIONSANDAPPROVALOFTHEARCHITECT/BANK'SENGINEER.
- 8. THEQUANTITIESAREAPPROXIMATEANDTENTATIVEWHICHMAYVARY DURING COURSE OF EXECUTION. THE RATES QUOTED AGAINST PARTICULARITEMQ SHALL NOT BE CHANGED WITH VARIATION IN UANTITIES.
- 9. MAKING OF ANY CUTOUT / OPENING FOR ELECTRICAL / AIR CONDITIONING WIRING / FITTING IN ANY OF THE ITEM OF FALSE CEILING, PARTITIONS, PANELING MASONRY WORKETC. AND FINISHINGED GESJ AMBS/CILLS/SOFFITS OF THE OPENING SHALL NOT BEPAID EXTRA.
- 10. THE TENDERER SHALL VISIT THE SITE AND SHALL SATISFY HIMSELF AS TOCONDITIONS UNDERWHICH THE WORK IS TO BE PERFORMED. HE SHALLALSO CHECK, ASCERTAIN THE LOCATIONS OF ANY EXISTING STRUCTURESOREQUIPMENTORANYOTHERSITUATIONWHICHMAYAFFECTTH E

WORK.NOEXTRACLAIMASACONSEQUENCEOFIGNORANCEORON GROUNDOFINSUFFICIENTDESCRIPTIONWILLBEALLOWEDATALATERDATE.

- 11. THEQUOTED PRICE FOR ITEMS SHALL INCLUDE ALL ACCESSORIES, CONSUMMABLESETC.ASREQUIREDTOMAKETHEITEMCOMPLETEINALL RESPECTS, COMPATIBLE WITH OTHER RELATED / ASSOCIATED ITEMSANDFULLYFUNCTIONAL.
- 12. CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ANY ERROR, DIFFICULTY IN EXECUTION / DAMAGES INCURRED OWING TO DISCREPANCYINDRAWINGSWHICHHASBEENOVERLOOKEDBYHIMANDHASNOT BEENBROUGHTTOTHENOTICEOFTHEARCHITECT.



13. THEREARENUMBEROFITEMSGIVENINTHETENDERWHEREINBASICRATES INCLUDINGALL TAXES EXPECTEDHAS BEEN MENTIONED INTHETENDER. THESE ITEMS SHALL BE PURCHASED BY THE CONTRACTOR FROMTHEMARKETONLYAFTERTHEAPPROVALOFQUALITYANDRATESBYTHE ARCHITECT.

14. ALL HIDDEN SURFACES OF BOARD / PLY / WOOD WORK TO BEPAINTEDWITHANTIBACTERIALPAINTFROMNAVAIRINTERNATIONALFR881(VIPER)(WHITECOLOURASPERMANUFACTURER'SSPECIFICATIONSONWOOD/B OARD).

15. CONTRACTORSHALL APPOINT TECHNICALLY QUALIFIED FULL TIME SITESUPERVISOR TO MONITORING THE DAYTO DAYPROGRESS OF WORK ATSITEONTHEIROWNCOST.

AGREEDANDACCEPTEDALLTHETERMS&CONDITIONS.

SIGNATUREOFCONTRACTOR

DATE:

SEAL:

TENDERDRAWINGSLIST OF APPROVED MATERIAL AND MAKES OF ITEMS (THE MAKE LISTED BELOW SHOULD BE FIRST APPROVED BY THE BANK BEFORE USE IN CONSTRUCTION) LIST OF MATERIALS OF APPROVED BRAND AND THEIR MANUFACTUERS

1	VitrifiedTiles	Kajaria/Somany/ H.R.Johnson/ Nitco/Simpolo
2	Ceramic wall Tiles	Kajaria/Somany/ H.R.Johnson/ Nitco/Simpolo,
3	Ceramic floor Tiles (antiskid)	Kajaria/Somany/ H.R.Johnson/ Nitco/Simpolo
4	False Flooring	Unifloor /Flexi Access Floor/Armstrong/ GYPSTEEL ULTRA / US BORAL.
5	Wooden Laminated Flooring	Pergo/Tiles/ Xylos / Armstrong/Vista.
6	GI SUPPORT SYSTEM FOR PLAINFALSE CEILING.	GYPSTEEL ULTRA / US BORAL





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31	PLUMBING FITTINGS AND	PARRYWARE/HINDWARE/JAQUAR OR EQUIVALENT
	FIXTUTRES	AS APPROVED BY ENGINEER IN CHARGE
32	PLUMBING PIPES	ASTRAL/SUPREME/FINOLEX OR EQUIVALENT AS
		APPROVED BY ENGINEER IN CHARGE
33		

- NB. 1) The contractor should obtain prior approval from Employer / Architect before placing order for any specific materials. Employer may / delete any of the makes or brands out of the above list.
 - 2). All materials should conform to relevant standards and codes of BIS.
 - 3) Materials with I.S.I. mark shall be used duly approved by the SBIENGINEER/ARCHITECT.
 - 4) Equivalent brands for above material list may be approved as per site condition.
 - Note: If any material is found to be not up to the mark, the contractor will have to produce original bills/certificate from the manufacturer or his authorized Distributor for authenticity and genuineness of the material for consideration and as per make approved by the SBI. The same will not be considered for payment.





BILL OF QUANTITY

PREAMBLE:

TO BE READ ALONG WITH DRAWINGS.

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



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

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

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

AGREED AND ACCEPTED ALL THE TERMS & CONDITIONS.

SIGNATURE OF CONTRACTOR

DATE:

SEAL:

TENDER DRAWINGS

