



STATE BANK OF INDIA

PROPOSED INTERIOR ELECTRICAL WORKS OF 1ST, 2ND & 3RD FLOORS OF CLOCK TOWER, KHARADI, PUNE FOR ESTABLISHMENT OF BANK'S AO PUNE & 3 RBOs

TENDER ID: MAH202412016

PART – A: TECHNICAL BID

TENDER SUBMITTED BY:

NAME : _____

ADDRESS : _____

DATE : _____

ARCHITECT:

M/S MITIMITRA CONSULTANTS PVT LTD.

1STFLOOR, ARTHABODH, 968-21/22,

BHAMBURDA, SENAPATI BAPAT ROAD,

PUNE 411016

CONTACT NUMBER: 020-25650218/ 25651228

E-MAIL: MITIMITRA@GMAIL.COM

Signature of Contractor with Seal

NOTICE INVITING TENDER**PROPOSED INTERIOR ELECTRICAL WORKS OF 1ST, 2ND& 3RDFLOORS OF CLOCK TOWER, KHARADI, PUNE FOR ESTABLISHMENT OF BANK'S AO PUNE & 3 RBOs**

SBI, Premises & Estate Department, LHO Maharashtra, Mumbai invites “online item rate E-tender followed by e-reverse auction” for captioned work from the SBI eligible empaneled contractors under appropriate category. **Empanelled contractors under the Category EA (Above Rs 50 lac and upto Rs 100 Lac) and who receive NIT from the SBI /Architects through our service provider EPTL are only entitled to quote for this tender.**

Details of the tenders are as under:

Sr.No	Particulars	Details
1	Name of work	Tender for Proposed Interior Electrical Works of 1 st , 2 nd & 3 rd floors of Clock Tower, Kharadi, Pune for establishment of Bank's AO Pune & 3 RBOs
2	Nature of Work	Interior Electrical Works.
3	Type of Tender	Item Rate Contract
4	Bidding System	Online Two Bid System with Reverse Auction
5	Website for downloading Tender Document	https://bank.sbi/ under the link “SBI in the news” --> “Procurement News”
6	Website for Online Submission of bid and Reverse Auction	https://etender.sbi
7	Estimate Value of Works	Rs 95,00,296/- plus GST
8	Time allowed for completion	90 Days from Date of Commencement
9	Date of Commencement	14 days from the Date of Work Order or Intimation from Project Architect / Engineer
10	Earnest Money Deposit	Rs 95,000.00 (Rupees Ninety Five Thousand 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 commercial Bank drawn in favor of Assistant General Manager (P&E) and payable at Mumbai.

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		Valid MSE Certificate under relevant category will be considered for claiming EMD exemption.
11	Initial Security Deposit (ISD)	2% of contract amount (EMD will be returned on receipt of ISD). The successful bidder(s) shall be responsible to deposit Initial security deposit @ 2% of the Contract Value by way of demand draft in favor Assistant General Manager (P&E) and payable at Mumbai within 10 days from the date of receipt of "Work Order" from SBI/Architect. The SBI may consider accepting ISD in the form of Bank Guarantee issued by any Scheduled Bank other than SBI in the format supplied/approved by the SBI within its sole discretion but the same cannot be considered as a right of the bidder.
12	Additional security Deposit	In case L-1 bidder quotes abnormally low rates (i.e.7.5% 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 vis-à-vis 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 as the case may be within its sole discretion
13	Date of availability of tender documents on Service Provider's website	
	(a) Technical Bid& Price Bid	31.12.2024 to 09.01.2025 Available at M/s e-Procurement Technologies Ltd., our Service Provider's portal https://etender.sbi/

14	Last date & time for submission of Technical Bid & Copy of EMD online	09.01.2025 by 02:00 PM Note: It is sole responsibility of the bidder to ensure submission of their Technical Bid and copy of EMD online by stipulated date and time at specified address failing which they will not be allowed to participate in E-Tendering. The EMD in original shall also be submitted to the following address (Sl.No.15) before 2.00 PM on 09.01.2025.
15	Address for submission of EMD in Original.	The Assistant General Manager, Premises & Estate Department, 3 rd floor, G-block, Synergy building, Bandra Kurla Complex, Bandra East Mumbai - 51.
16	Last date & time for submission of Online Technical & Price bid	09.01.2025 by 02:00 PM at Service Provider's portal https://etender.sbi/SBI/
17	Date and Time of opening of Online Technical Bid and thereafter Price Bid	09.01.2025 by 02:30 PM
18	Date and Time of Reverse Auction	09.01.2025 by 4:30 PM
19	Defects Liability period	One year from the date of virtual completion of work.
20	Liquidated Damages	0.50% per week subject to max. 5% of contract amount for delay in completion of work.
21	Validity of offer	90 days from the date of opening of Price-bid for acceptance.
22	Value of Interim Bill	Rs 30 Lac (Rupees Thirty Lac only) No advance payment on materials / plant / machinery / mobilization advance shall be paid under any circumstances
23	Deductions from Payment to Contractor	Income Tax (TDS), GST-TDS, other applicable taxes if any etc @ applicable rates

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24	Submission of Tender Documents (Online)	<ol style="list-style-type: none"> 1. Contractors shall download the entire Technical Bid to get acquainted with the terms and conditions and <u>shall upload all the pages of the technical bid duly signed with seal</u> compulsorily and without fail in the e-tendering portal. Failing to upload as stated above, the tender will be rejected. 2. Scanned Copy of EMD 3. Online Price Bid in the online portal
25	Submission of Tender Documents (Offline)	The successful L1 bidder has to submit the hard copy of the whole tender document duly signed and sealed on all pages along with price break up details after e-reverse auction.
26	Mandatory Requirements	Valid Digital Signature is a must to participate in the online tender and Reverse Auction.

27. No conditions other than mentioned in the tender will be considered, and if given they will have to be withdrawn before opening of the price-bid.
28. 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.
29. Tenders received without EMD in original shall be summarily rejected and such tenders shall not be allowed to participate in the online price bidding process.
30. In case the date of opening of tenders is declared as a holiday, the tenders will be opened on the next working day at the same time.
31. For any clarifications regarding E-Tendering procedure, System requirements etc. please contact M/s E-Procurement Technologies Limited, Ahmedabad, whose address is mentioned in the NIT.

Yours Faithfully,

Sd/-

Assistant General Manager (P&E)

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SECTION – 1

INSTRUCTIONS TO THE TENDERERS

1.0 Scope of work

E-Tenders are invited by SBI, Premises & Estate Department, LHO Maharashtra, Mumbai for Tender for Proposed Interior Electrical Works of 1st, 2nd & 3rd floors of Clock Tower, Kharadi, Pune for establishment of Bank's AO Pune & 3 RBOs

1. Site and its location

The proposed work is to be carried out at **1st, 2nd and 3rd floors of Clock Tower, Kharadi, Pune**

2.0 Tender documents

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

- Instructions to Tenderers**
- General conditions of Contract**
- Special conditions of Contract**
- Additional specifications**
- Drawings**
- Price bid A**

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

- a) Price Bid
- b) Technical specifications
- c) Drawings
- d) Special conditions of contract
- f) General conditions of contract
- g) Instructions to Tenderers

2.3 The tender documents are not transferable.

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3.0 **Site Visit**

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

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

4.0 **Earnest Money**

4.1 The tenderers are requested to submit the Earnest Money of **Rs 95,000.00 (Rupees Ninety Five thousand 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 Commercial Bank drawn in favour of Assistant General Manager (P&E) payable at Mumbai.

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

4.3 No interest will be paid on the EMD.

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

4.5 EMD of successful tenderer will also be returned on receipt of Initial Security Deposit.

4.6 Valid MSE Certificate under relevant category submitted will be considered for claiming exemption from submission of EMD.

5.0 **Initial Security Deposit**

The successful tenderer will have to submit a sum equivalent to 2% of accepted tender value in favour of SBI within a period of 10 days of acceptance of tender. EMD will be returned on receipt of Initial security Deposit.

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6.0 Security Deposit

6.1 Total security deposit shall be 5% of contract value. Out of this 2% of contract value is in the form of Initial Security Deposit (ISD) which includes the EMD. Balance 3% shall be deducted from the running account bill of the work at the rate of 10% of the respective running account bill i.e., deduction from each running bill account will be @10% till Total Security Deposit (TSD) including ISD reaches to 5% of contract value. The 50% of the Total Security Deposit shall be paid to the contractor on the basis of Architect's certifying the virtual completion. The balance 50% would be paid to the contractors after the defects liability period as specified in the contract.

The SBI may consider accepting ISD in the form of Bank Guarantee issued by any Scheduled Bank other than SBI in the format supplied/approved by the SBI within its sole discretion but the same cannot be considered as a right of the bidder.

6.2 Additional Security Deposit

In case L-1 bidder quotes abnormally low rates (i.e. 7.5% 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 vis-à-vis 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 as the case may be within its sole discretion.

6.3 No interest shall be paid to the amount retained by the Bank as Security Deposit & Additional Security Deposit.

7.0 Signing of contract Documents

The successful tenderer shall be bound to implement the contract by signing an agreement and conditions of contract attached herewith within 30 days from the receipt of intimation of acceptance of the tender by the Bank. However, the written acceptance of the tenders by the Bank will constitute a binding agreement between the Bank and successful tenderer whether such formal agreement is subsequently entered into or not.

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8.0 Completion Period

Time is essence of the contract. The work should be completed in all respect accordance with the terms of contract within a period of **90 days** from the date of commencement of work.

9.0 Validity of tender

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

10.0 Liquidated Damages

The liquidated damages shall be 0.50% per week subject to a maximum of 5% of contract value.

11.0 The rate quoted shall be firm and shall include all costs, allowances, taxes, octroi etc. except G.S.T, which shall be payable / reimbursed at actuals.

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

11.2 In case it is decided by the SBI to reduce the scope of work at any stage of the project, the contractor shall not be entitled to raise any claim / compensation on account of reduction in scope of work. Also, the SBI may consider for increase in scope of similar work in other buildings in phases but within a reasonable time interval and the contractor shall be bound to execute the same within the stipulated time period and as per rates quoted by them in this tender without any claim for price escalation.

LETTER OF UNDERTAKING

To,
The Assistant General Manager,
 Premises & Estate Department,
 3rd floor, G-block, Synergy building,
 Bandra Kurla Complex,
 Bandra East Mumbai -51

Dear Sir,

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

MEMORANDUM

(a)	Description of work	Proposed Interior Electrical Works of 1 st , 2 nd & 3 rd floors of Clock Tower, Kharadi, Pune for establishment of Bank's AO Pune & 3 RBOs
(b)	Earnest Money	Rs 95,000.00 (Rupees Ninety Five thousand 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 Commercial Bank drawn in favour of Assistant General Manager (P&E) payable at Mumbai.
(c)	Time allowed for completion of the Works from the fourteenth day of date of written Order or date of handing over of the site (Whichever is later) to commence the work	90 (Ninety) Days

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- 1) Should this tender be accepted, I/we hereby agree to abide by and fulfill the terms and provisions of the said conditions of contract annexed hereto so far as may be applicable or in default thereof to forfeit and pay to SBI the amount mentioned in the said contract.
- 2) I / We have deposited a sum of **Rs 95,000.00 (Rupees Ninety Five Thousand Only)** as Earnest Money with SBI which amount is not to bear any interest. Should I / We fail to execute the Contract when called upon to do so, I / we do hereby agree that this sum shall be forfeited by me/us to SBI.
- 3) I/ We have read and understood various clauses of this tender and hereby submit our specific undertaking and concurrence in terms clause 6.2 of "Instruction to tenderer" to deposit **Additional Security Deposit (ASD)** of required amount as provided for in this tender and within the stipulated period, in case, my/our tender is found too low (i.e. beyond 7.5% of the estimated cost), as a performance guarantee for due fulfilment of our contractual obligation for the project.

Further, under any circumstances, whatsoever, if I/We fail to comply the same including compliance of any such other conditions of tender within the stipulated time. I /We hereby, authorized SBI to cancel my/Our tender, to forfeit my EMD/ISD/ASD and to take further necessary action as deemed fit including debarring our firm from participating in SBI future tenders/de-paneling etc.

- 4) I/ We understand that as per terms of this tender, SBI may consider accepting our tender in part or whole or may entrust the various work proposed in phases. We, therefore, undertake that we shall not raise any claim/ compensation in the eventuality of Bank deciding to drop any of the work from the scope of work of this tender at any stage during the contract period. Further, we also undertake to execute the work entrusted to us in phases on our approved percentage and within stipulated time limit without any extra claim for price escalation as also provided for in the clause 11.2 "Instructions to Tenderers" of this tender.
- 5) I/ We, hereby, also undertake that, we will not raise any claim for any escalation in the prices of any of the material during the currency of contract/execution/completion period including authorized extended contract period, if any.
- 6) Our Bankers are:
 - i)
 - ii)

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The names of partners of our firm are:

i)

ii)

Name of the partner of the firm

Authorised to sign

Or

(Name of person having Power of
Attorney to sign the Contract.

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

Yours faithfully,

Signature of Contractor.

Signature and addresses of Witnesses

i)

ii)

Signature of Contractor with Seal

(To be printed in the letter head of the Company/ Firm, duly signed and stamped and **Original in physical form shall be submitted along with EMD**

FORM OF SUBMISSION OF TENDER

The Assistant General Manager (P &E)
State Bank of India
Local Head Office, Maharashtra

Dear Sir/s,

Ref: Interior Electrical Works of 1st, 2nd & 3rd floors of Clock Tower, Kharadi, Pune for establishment of Bank's AO Pune & 3 RBOs

I/We have examined the above tender and subsequent pre-bid clarifications/ modifications / revisions, if any, furnished by M/s SBI and I/We have inspected the site of works and have made me / us fully acquainted with the local conditions in and around the sites of works and offer to undertake Contract as detailed in this tender by submitting my/our online bids in the Bank's e-tender portal.

1. While submitting this Bid, I / We certify that:
 - i) The undersigned is authorized to sign on behalf of the Bidder and the necessary support document delegating this authority is uploaded along with the bid.
 - ii) We certify that we have not made any changes in the contents of the tender document read with its amendments/ clarifications provided by M/s SBI, submitted by us in our Bid document.
 - iii) The rate quoted in the *price Bids are as per the tender* and subsequent pre-Bid clarifications/ modifications/ revisions furnished by the Bank, without any exception.
2. We agree to abide by all the Bid terms and conditions, contents of Agreement and the rates quoted in the bid, which shall remain binding upon us.
4. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form and we shall be jointly and severally responsible for the due performance of the contract.
5. Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
6. It is further certified that the contents of our Bid are factually correct. We also accept that in the event of any information / data / particulars proving to be incorrect, SBI will have the right to disqualify us from the Bid.
7. We understand that you are not bound to accept the lowest or any Bid you may receive and you may reject all or any Bid without assigning any reason or giving any explanation whatsoever.

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8. We hereby undertake that our name does not appear in any “**Caution**” list of RBI / IBA or any other regulatory body.

9. We also confirm that we have not been **blacklisted** by any Bank / PSU / State or Central Govt departments for any reasons.

10. We confirm that we do not have any **litigation / cases** pending against us in any Bank / PSU / State or Central Govt departments.

11. We confirm that we are responsible to obtain all necessary licenses, permission, NOC from all the statutory /local authorities for the smooth execution of this contract in SBI premises.

12. We hereby confirm that all the materials/components/spare parts/equipment etc. to be supplied /used as a part of this contract shall be original / new materials / components / parts / equipment only from respective OEMs of the products and that no refurbished / duplicate / second hand materials/ components/parts/ equipment shall be supplied or shall be used.

13. I/ We do hereby unconditionally accept all the terms and conditions of this tender document and BOQ published in the e-tendering website <https://etender.sbi>. We hereby agree to submit the signed and stamped copy of the technical Bid and Priced Bill of Quantities, which shall form part of the agreement, if I/ we become L-1 bidder in the tendering process.

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

Yours Faithfully,

Signature of the bidder with Stamp _____

Name: _____

Address: _____

Signature of Contractor with Seal

(A) Contact Information

E-Procurement Technologies Ltd.	State Bank of India
<p>B-704, Wall Street - II, Opp. Orient Club, Nr. Gujarat College, Ahmedabad - 380 006. Gujarat State, India</p> <p>Tel.: +91 79 61200 579 580 567 569 566</p> <p>Mr.Kushboo Mehta E-mail :kushboo.mehta@eptl.in Contact No :9510813528 / 9081000427</p> <p>Mr. Nandan Valera Email: nandan.v@eptl.in Contact No: 9081000427 / 6354919566</p>	<p>To, Premises Department, Local Head Office Maharashtra, 3rd floor, Synergy building, G-block, Bandra Kurla Complex, Bandra East, Mumbai – 400051 Ph.022 26445630</p> <p>Officer Name: Shri. Hareesh M.K. Department:Premises & Estate Contact No :+918433743831. E-mail: hareesh.mk@sbi.co.in</p> <p>Officer Name: Shri. Sushant Kumar Department:Premises & Estate Contact No :+917207515719 E-mail: sushant.kumar333@sbi.co.in</p>

Project Architect
<p>M/S MITIMITRA CONSULTANTS PVT LTD. 1STFLOOR, ARTHABODH, 968-21/22, BHAMBURDA, SENAPATI BAPAT ROAD, PUNE 411016 CONTACT NUMBER: 020-25650218/ 25651228 / 7709058887 E-MAIL: MITIMITRA@GMAIL.COM</p>

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(B) SAMPLE BUSINESS RULE DOCUMENT

ONLINE E-TENDERING FOR PROPOSED INTERIOR ELECTRICAL WORKS OF 1ST, 2ND & 3RD FLOORS OF CLOCK TOWER, KHARADI, PUNE FOR ESTABLISHMENT OF BANK'S AO PUNE & 3 RBO

(A) Business rules for E-tendering:

1. Only empaneled contractors with SBI under appropriate category who are invited by the project Architect/SBI shall only be eligible to participate.
2. SBI will engage the services of an E-tendering service provider who will provide necessary training and assistance before commencement of online bidding on Internet.
3. In case of e-tendering, SBI will inform the vendor in writing, the details of service provider to enable them to contact and get trained.
4. Business rules like event date, closing and opening time etc. also will be communicated through service provider for compliance.
5. Contractors have to send by email, the compliance form in the prescribed format (provided by service provider), before start of E-tendering. Without this the vendor will not be eligible to participate in the event.
6. The Contractors will be required to submit the various documents in sealed Envelope to the office of SBI at the address mentioned hereinbefore by the stipulated date i.e. (1) Hard Copy of Technical Bid duly signed and stamped on each page (2) Demand Draft of specified amount of EMD. Contractors not submitting any one or more documents shall not be eligible to participate in the on-line price bidding.
7. E-tendering will be conducted on schedule date & time.
8. **The e-tendering will be treated as closed only when the bidding process gets closed in all respects for the item listed in the tender.**

(B) Terms & conditions of E-tendering:

SBI shall finalize the Tender through e-tendering mode for which M/s. E-Procurement Technologies Ltd. has been engaged by SBI, an authorized service provider. Please go through the guidelines given below and submit your acceptance to the same along with your Commercial Bid.

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1. E-tendering shall be conducted by SBI through M/s. E-Procurement Technologies Ltd., on pre-specified date. While the Contractors shall be quoting from their own offices/ place of their choice, Internet connectivity and other paraphernalia requirements shall have to be ensured by Contractors themselves. In the event of failure of their Internet connectivity, (due to any reason whatsoever it may be) it is the bidders' responsibility. In order to ward-off such contingent situation bidders are requested to make all the necessary arrangements/ alternatives such as back-up power supply whatever required so that they are able to circumvent such situation and still be able to participate in the E-tendering successfully. Failure of power at the premises of Contractors during the E-tendering cannot be the cause for not participating in the E-tendering. On account of this the time for the E-tendering cannot be extended and SBI is not responsible for such eventualities.
2. M/s. E-Procurement Technologies Ltd., shall arrange to train your nominated person(s), without any cost to you. They shall also explain you all the Rules related to the E-tendering. You are required to give your compliance on it before start of bid process.
3. BIDDING CURRENCY AND UNIT OF MEASUREMENT: Bidding will be conducted in Indian currency & Unit of Measurement will be displayed in Online E-tendering.
4. BID PRICE: The Bidder has to quote the rate as per the Tender Document provided by SBI their appointed Architects.
5. VALIDITY OF BIDS: The Bid price shall be firm for a period specified in the tender document and shall not be subjected to any change whatsoever.
6. Procedure of E-tendering:
 - i. **Online E-tendering:**
 - (a) The NIT & Technical bid available on the Bank's website during the period specified in the NIT.
 - (b) Online e-tendering is open to the empanelled bidders who receive NIT from the Architect and qualified for participating in the price bidding as provisions mentioned herein above through SBI approved Service Provider.
 - (c) The Price-Bid shall be made available online by the Service Provider wherein the contractors will be required to fill-in their percentage above/below the estimated cost.

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- (d) The Contractors are advised not to wait till the last minute to submit their online item-wise quote in the price bid to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.
 - (e) It is mandatory to all the bidders participating in the price bid to quote their rates for each and every item.
 - (f) In case, contractor fails to quote their rates for any one or more tender items, their tender shall be treated as **"Incomplete Tender"** and shall be liable for rejection.
7. LOG IN NAME & PASSWORD: Each Bidder is assigned a Unique User Name & Password by M/s. E-Procurement Technologies Ltd. The Bidders are requested to change the Password after the receipt of initial Password from M/s. E-Procurement Technologies Ltd. All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.
8. BIDS PLACED BY BIDDER: Bids will be taken as an offer to execute the work as specified. Bids once made, cannot be cancelled / withdrawn and the Bidder shall be bound to execute the work at the quoted bid price. In case the L-1 Bidder backs out or fail to complete the work as per the rates quoted, SBI shall at liberty to take action as deemed necessary including de-paneling such contractors and forfeiting their EMD.
9. At the end of the E-tendering, SBI will decide upon the winner. SBI decision on award of Contract shall be final and binding on all the Bidders.
10. SBI shall be at liberty to cancel the E-tendering process / tender at any time, before ordering, without assigning any reason.
11. SBI shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.
12. Other terms and conditions shall be as per your techno-commercial offers and other correspondences till date.
13. OTHER TERMS & CONDITIONS:
- The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other suppliers / bidders.

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- The Bidder shall not divulge either his Bids or any other exclusive details of SBI to any other party.
- SBI decision on award of Contract shall be final and binding on all the Bidders.
- SBI reserve their rights to extend, reschedule or cancel any E-tendering within its sole discretion.
- SBI or its authorized service provider M/s. E-Procurement Technologies Ltd. shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
- SBI or its authorized service provider/s. E-Procurement Technologies Ltd. is not responsible for any damages, including damages that result from, but are not limited to negligence.
- SBI or its authorized service M/s. E-Procurement Technologies Ltd. will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

N.B.

- All the Bidders are required to submit the Process Compliance Statement (Annexure II) duly signed to M/s. E-Procurement Technologies Ltd..
- **All the bidders are requested to ensure that they have a valid digital signature certificate well in advance to participate in the online event.**

**SIGNATURE OF THE CONTRACTOR
WITH SEAL**

Signature of Contractor with Seal

(D) Process Compliance Statement (Annexure II)

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

To,

E-Procurement Technologies Ltd. (Auction Tiger)

B-704 Wall Street - II,

Opp. Orient Club,

Nr. Gujarat College, Ahmedabad - 380 006.

Gujarat State, India

Sub: Tender for Proposed Interior Electrical Works of 1st, 2nd & 3rd floors of Clock Tower, Kharadi, Pune for establishment of Bank's AO Pune & 3 RBOs

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the Tender document

This letter is to confirm that:

- 1) The undersigned is authorized representative of the company.
- 2) We have studied the Commercial Terms and the Business rules governing the Reverse Auction as mentioned in RFP of SBI as well as this document and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
- 4) We confirm that SBI and ETL shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-auction platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the tendering event.
- 5) **We also confirm that we have a valid digital signature certificate issued by a valid Certifying Authority.**
- 6) We also confirm that we will mail the price confirmation / break up of our quoted price within 24 hours of the completion of the bid/ reverse auction and the format as requested by SBI/ETL.
- 7) We, hereby confirm that we will honor the Bids placed by us during the E-tendering/ auction process.

With regards,

Date:

Signature with company seal

Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

Scan it and send to this Document on kushboo.mehta@eptl.in / sujith@eptl.in

Signature of Contractor with Seal

BUSINESS RULE DOCUMENT FOR ONLINE E-REVERSE AUCTION FOR**PROPOSED INTERIOR ELECTRICAL WORKS OF 1ST, 2ND & 3RD FLOORS OF CLOCK TOWER, KHARADI, PUNE FOR ESTABLISHMENT OF BANK'S AO PUNE & 3 RBOs**

<u>BUYER NAME</u>	The Assistant General Manager (P&E), State Bank of India, LHO Maharashtra Circle, 3 rd Floor, Synergy Building, Bandra Kurla Complex, Mumbai - 51.
AUCTION TO BE CONDUCTED BY	M/s e-Procurement Technologies Ltd. A-201/208, Wall Street - II, Opp. Orient Club, Nr. Gujarat College, Ahmedabad - 380 006. Gujarat State, India Phone: 9904407997 Auction Website :https://etender.sbi
DATE & TIME OF AUCTION	23.12.2024 by 4.30 PM
DOCUMENTS ATTACHED	(A) Business rules for Reverse Auction (B) Terms & conditions of Reverse Auction (C) Annexure - I (D) Process Compliance Statement (Annexure II) (E) Price Confirmation Letter (Annexure III) (F) Price break up (Annexure IV)
SPECIAL INSTRUCTIONS	<u>Bidding in the last minutes and seconds should be avoided. Neither the Service Provider nor SBI will be responsible for any lapses /failure on the part of the vendor, in such cases.</u>

Important Note:As per the new Inter-operability guidelines released by Controller of Certifying Authorities (CCA), the Secured Socket Layer (SSL) certificate for an e-Procurement application is generated on a new algorithm, SHA2. Also, the Digital Signature Certificates that will be applicable for these platforms have to be SHA2 algorithm compliant. For the same, the users have to ensure that they have Windows XP (SP3) / Windows Vista / Windows 7 installed in their respective PC / Laptop. In case of Windows XP service pack -3, if you get any issue you can install the SSL patch, which is available at our download section of our e-Tender/e-Auction Portal and also at our corporate website www.auctiontiger.net just below the label of "Download".

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(A) Business rules for Reverse Auction:

Against this Enquiry for the subject item/system with detailed scope of supply as per our specification, SBI may resort to “REVERSE AUCTION PROCEDURE” i.e.ONLINE BIDDING on INTERNET.

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. SBI will engage the services of a service provider who will provide all necessary training and assistance before commencement of online bidding on Internet.
3. SBI will inform the vendor in writing in case reverse auction, the details of service provider to enable them to contact and get trained.
4. Business rules like event date, time, start price, bid decrement, extensions, etc. also will be communicated through service provider for compliance.
5. Vendors have to send the mail the compliance form in the prescribed format (provided by service provider) before start of Reverse auction. Without this the vendor will not be eligible to participate in the event.
6. Reverse auction will be conducted on schedule date & time.
7. At the end of reverse auction event, the lowest bidder value will be known on the network.
8. The lowest bidder has to mail the duly signed filled-in prescribed format as provided on case-to-case basis to SBI through service provider within 24 hours of auction without fail.
9. In case SBI decides not to go for Reverse auction procedure for this tender enquiry, the price bids and price impacts, if any already submitted and available with SBI shall be opened as per SBI standard practice.
10. **The reverse auction will be treated as closed only when the bidding process gets closed in all respects for the item listed in the tender.**

(B) Terms & conditions of Reverse Auction:

SBI shall finalize the procurement of the item against this Tender through reverse auction mode. SBI has made arrangement with M/s. e-Procurement Technologies Ltd, Ahmedabad (ETL) who shall be SBI's authorized service provider for the same. Please go through the guidelines given below and submit your acceptance to the same along with your CommercialBid.

1. Computerized Reverse auction shall be conducted by SBI, on pre-specified date, while the vendors shall be quoting from their own offices/ place of their choice. Internet connectivity and other paraphernalia requirements shall have to be ensured by vendors themselves. In the event of failure of their Internet connectivity, (due to any reason whatsoever 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 power supply whatever required so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully. Failure of power at the premises of vendors during the Reverse auction cannot be the cause for not participating in the reverse auction. On account of this the time for the auction cannot be extended and SBI is not responsible for such eventualities.
2. ETL shall arrange to train your nominated person(s), without any cost to you. They shall also explain you all the Rules related to the Reverse Auction. You are required to give your compliance on it before start of bid process.
3. BIDDING CURRENCY AND UNIT OF MEASUREMENT: Bidding will be conducted in Indian currency & Unit of Measurement will be displayed in Online Auction.
4. BID PRICE: The Bidder has to quote the rate as per the Tender Document provided by State Bank of India.
5. VALIDITY OF BIDS: The Bid price shall be firm for a period specified in the tender document and shall not be subjected to any change whatsoever.
6. At the end of the reverse auction, bidder has to provide the price confirmation letter & a detail break up for his lowest offer within 24 hour of closing of auction as per the Annexure III & IV respectively.
7. Procedure of Reverse Auction:

✓ **Online English Reverse (no ties) Auction {Reverse Auction}**:

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OPENING PRICE & BID DECREMENT AMOUNT: SBI will declare its Opening Price (OP), which shall be visible to the all vendors during the start of the reverse Auction. You will be required to start bidding after announcement of Opening Price and decrement amount. Also, please note that the start price of an item in online reverse auction is open to all the participating bidders. Any bidder can start bidding, in the online reverse auction, from the start price itself. Also, please note that the first online bid that comes in the system during the online reverse auction can be equal to the auction's start price, or lesser than the auction's start price by one decrement, or lesser than the auction's start price by multiples of decrement. The second online bid and onwards will have to be lesser than the L1 rate by one decrement value, or lesser than the L1 rate by **multiples of the decrement value**. The bid start price and decrement amount shall be specified by SBI

DURATION OF AUCTION: English Reverse (no ties) shall be for a period of half an hour. If a bidder places a valid Bid in the last 5 minutes of Closing of the e-Auction, the e-auction shall get extended automatically for another 5 minutes. In case, there is no Bid in the last 5 minutes of closing of e-Auction, the e-Auction shall get closed automatically without any extension. Please note that if there are more than one item in a single auction, the auto-extension will be applicable to the entire event i.e. whenever a bidder places an acceptable bid in the last 5 minutes of the closing of the auction, the auction shall get extended automatically for another 5 minutes from the time of this bid for all the items in the auction. **There are 6 limited Extension of 5 Minutes each.** Vendors are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.

8. Successful vendor shall be required to submit the final prices, quoted during the English Reverse (no ties) exactly in the format issued by SBI/Service provider after the completion of Auction to SBI, duly signed and stamped as token of acceptance without any new condition other than those already agreed to before start of auction.
9. During English Reverse (no ties), if no bid is received within the specified time, SBI, at its discretion, may decide to revise Opening price / scrap the reverse auction process / proceed with conventional mode of tendering.
10. Your bid will be taken as an offer to supply. Bids once made by you, cannot be cancelled / withdrawn and you shall be bound to supply as mentioned above at your final bid price. Should you back out and not supply as per the rates quoted, SBI shall take action as appropriate.

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11. **LOG IN NAME & PASSWORD:** Each Bidder is assigned a Unique User Name & Password by ETL. The Bidders are requested to change the Password after the receipt of initial Password from ETL. All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.
12. **VISIBILITY TO BIDDER:** The Bidder shall be able to view the following on his screen along with the necessary fields during English Reverse – No ties Auction:
 - a. Leading Bid in the Auction
 - b. Bid Placed by you
 - c. Auction Opening Price & bid decrement amount
 - d. Your rank in the auction
13. **BIDS PLACED BY BIDDER:** The bid of the bidder will be taken to be an offer to execute the work. Bids once made by the bidder cannot be cancelled. The bidder is bound to execute the work as mentioned above at the price that they bid. Should any bidder back out and not make the supplies as per the rates quoted, SBI and / or ETL shall take action as appropriate.
14. **LOWEST BID OF A BIDDER:** In case the bidder submits more than one bid, the lowest bid will be considered as the bidder's final offer to execute the work.
15. At the end of the Reverse Auction, SBI will decide upon the winner. SBI's decision on award of Contract shall be final and binding on all the Bidders.
16. SBI shall be at liberty to cancel the reverse auction process / tender at any time, before ordering, without assigning any reason.
17. SBI/ETL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.
18. Other terms and conditions shall be as per your techno-commercial offers and other correspondences till date.
19. You are required to submit your acceptance to the terms / conditions / modality given above before participating in the reverse auction.
20. **AUCTION TYPE: 1) English Reverse No Ties Auction**

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21. OTHER TERMS & CONDITIONS:

1. The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other suppliers / bidders.
2. The Bidder shall not divulge either his Bids or any other exclusive details of SBI to any other party.
3. SBI's decision on award of Contract shall be final and binding on all the Bidders.
4. SBI along with ETL can decide to extend, reschedule or cancel any Auction. Any changes made by SBI and / or ETL, after the first posting will have to be accepted if the Bidder continues to access the site after that time.
5. ETL shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
6. ETL is not responsible for any damages, including damages that result from, but are not limited to negligence. ETL will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

N.B.

- All the Bidders are required to submit the Process Compliance Statement (Annexure II) duly signed to M/s e-Procurement Technologies Ltd, Ahmedabad.
- **All the bidders are requested to ensure that they have a valid digital signature certificate well in advance to participate in the online event.**

(C) ANNEXURE- I The List of Items to be procured along with the Quantities and the Auction Start Time & Close Time is as follows:

ITEM DESCRIPTION: INTERIOR ELECTRICAL WORKS OF 1ST, 2ND & 3RD FLOORS OF CLOCK TOWER, KHARADI, PUNE FOR ESTABLISHMENT OF BANK'S AO PUNE & 3 RBO

Item	Quantity	Opening Prices in Rs	Bid Decrement in Rs	Opening Time	Closing Time
ONLINE E-REVERSE AUCTION	Package	Will be displayed On Auction screen	Will be displayed On Auction screen	As above	As above

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(D) Process Compliance Statement (Annexure II)

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

To,
E-Procurement Technologies Ltd. (AuctionTiger)
A-201/208, Wall Street - II,
Opp. Orient Club, Nr. Gujarat College,
Ahmedabad - 380 006. Gujarat State, India
Phone: 9904407997

Sub: AGREEMENT TO THE PROCESS RELATED TERMS AND CONDITIONS FOR THE ONLINE E-REVERSE AUCTION FOR INTERIOR ELECTRICAL WORKS OF 1ST, 2ND & 3RD FLOORS OF CLOCK TOWER, KHARADI, PUNE FOR ESTABLISHMENT OF BANK'S AO PUNE & 3 RBO

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the Tender document

This letter is to confirm that:

- 1) The undersigned is authorized representative of the company.
- 2) We have read examined and understood the RFP / e-Auction documents pertaining to this event and have no reservations to the same.
- 3) We have studied all the terms & condition, commercial terms, the Business Rules governing the e-auction as mentioned in RFP (if any) and understood the RFP / e-Auction Business Rules documents (if any) pertaining to this event, and confirm our agreement to them.
- 4) We confirm that before participating in e-Auction event, we will arrange and check a Minimum System Pre-requisite to e-Auctioning well in advance before starting of the e-Auction. E.g., Operating System, Installation a Valid Digital Signature Certificate (DSC if applicable), Internet Explorer Browser Active-X Control settings to access the e-Auction portal smoothly as per Minimum System requirement which will be available on homepage of the e-Procurement website.
- 5) We agree that we shall change the password on receipt by us and keep it confidential. We agree that I shall not hold e-Procurement Technologies Limited (EPTL) responsible in any way for any losses that may be suffered by us because of disclosure of the password to any other person.

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- 6) We also confirm that we have taken the training on the e-auction tool and have understood the entire functionality of the same thoroughly including all scenarios & available features for bidding pertaining to e-auction event.
- 7) We confirm that Dept. / Tendering Authority and EPTL (Service Provider) shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-auction platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the e-auction event.
- 8) In case of Digital Signature Certificate (DSC) based login to the e-Auction/e-Tender/event, we also confirm that we have a valid DSC issued by a valid Certifying Authority (approved by Controller of Certifying Authorities) in INDIA.
- 9) We take a note as advised by you related not to wait till last minute or last few seconds to submit valid bid to avoid any complication related to loss of internet connectivity, electricity failure, virus attack, network problems, system crash down, problems with the PC, any other unforeseen circumstances etc...Neither Department / Tendering Authority nor Service Provider (EPTL) are responsible for any unforeseen circumstance.
- 10) We also confirm that we will e-mail the price confirmation & break up of our quoted price to the Dept. / EPTL as per Annexures (if applicable) within 24 hours of the completion of the e-auction and the format as requested by Dept. / EPTL.
- 11) We, hereby confirm that we will honor the Bids placed by us during the auction process. Bid cannot be cancelled / withdrawn and you shall be bound to collecting / supply at your final bid price. If you back out and or collecting / supply as per the rates quoted, Dept. / Tendering Authority shall take action as appropriate.
- 12) We confirm that we have not changed or deleted any clauses in this Process Compliance Form (PCF) and submitting the same to the service provider / Dept. as it is duly stamped and signed. In addition, if any changes found in submitted PCF or in this Business Rules Document (if any) before or after completion of the Sealed Bid (if any) or e-Auction then Dept. / Service provider may take an appropriate action against us.

With regards,

Date:

Signature with company seal

Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

Scan it and send to this Document on kushboo.mehta@eptl.in

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(E) Price Confirmation Letter (Annexure III)

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

To,
E-Procurement Technologies Ltd. (AuctionTiger)
A-201/208, Wall Street - II,
Opp. Orient Club, Nr. Gujarat College,
Ahmedabad - 380 006. Gujarat State, India
Phone: 9904407997

Sub: FINAL PRICE QUOTED DURING E-REVERSE AUCTION FOR INTERIOR ELECTRICAL WORKS OF 1ST, 2ND & 3RD FLOORS OF CLOCK TOWER, KHARADI, PUNE FOR ESTABLISHMENT OF BANK'S AO PUNE & 3 RBO

Reverse Auction Date:

Dear Sir,

We confirm that we have quoted a total amount of Rs..... + GST

(In Words: Rupeesplus GST)

Thanking you and looking forward to the valuable order from SBI.

Yours sincerely,

For _____

Name:

Company:

Date:

Seal:

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(F) Price break up (Annexure IV)**(In the same format of the price bid submitted online for indicative price)****PROCESS TO BE FOLLOWED REGARDING E-REVERSE AUCTION**

The Start bid is fixed a value lower than the estimated amount and all the price bids (Indicative bids) submitted by the vendors are kept sealed till the event of e-reverse auction. At the end of reverse auction process, the lowest Bidder (L1) will be selected on the basis of Total Price, including taxes, Excluding GST.

Bidding Example:

The final rates of the items may be calculated in ratio of **total amount quoted by the lowest bidder through reverse auction process and the amount quoted in indicative price bid, wherever specified in tender.**

Example:**Indicative Price Bid submitted by vendor:**

Item	Rate ('R)	Qty	Amount (Rs.)
A	100	2	200/-
B	200	3	600/-
C	300	4	1200/-

Total amount in Indicative Price bid Rs. 2000/-

The total amount mentioned in indicative price bid is Rs.2,000/- but the final L-1 amount quoted by the vendor through E-reverse auction is Rs.1,600/- then the K factor for L-1 vendor will be calculated as under:

Ratio K = (Total amount quoted by the lowest bidder through reverse auction process) / (The amount quoted in indicative price bid).

$$K = 1600 / 2000 = 0.8$$

The item wise final price to be confirmed by the vendor shall be as under:

The lowest bidder after the e-reverse auction process will have to fax & email the duly signed filled-in prescribed format to SBI through service provider within 24 hours of auction without fail.

Item Final Rate= K*(R) Qty. Amount
 A 100X0.8 2 160/-

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B	200X0.8	3	480/-
C	300X0.8	4	960/-

Total amount worked out after e-reverse Auction Rs. 1600/-

CLARIFICATION:

It is further clarified that in case indicative price of L-1 bidder is lower than what is quoted in the e-reverse auction, the indicative price will be taken as final price.

Example : If indicative price is Rs 1500/- then final price will be taken as Rs 1500/- and not Rs 1600/-

GENERAL CONDITIONS OF CONTRACT

1.0 Definitions: -

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

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

1.1.1 ‘SBI’ shall mean State Bank of India (client) having its office at
State Bank of India, Premises Department,
LHO Maharashtra Circle, 3rd Floor,
Synergy Building, Bandra Kurla Complex, Mumbai - 51..
and includes the client’s representatives, successors and assigns.

1.1.2 ‘Architects/ Consultants’ shall mean M/s Mitimitra Consultants, Pune.

1.1.3 ‘Site Engineer’ shall mean an Engineer appointed by the Bank at site as their representative for day-to-day supervision of work and to give instructions to the contractors.

1.1.4 ‘The Contractor’ shall mean the individual or firm or company whether incorporated or not, undertaking the works and shall include legal personal representative of individual or the composing the firm or company and the permitted assignees of individual or firms of company.

The expression ‘works’ or ‘work’ shall mean the permanent or temporary work description in the “Scope of work” and / or to be executed in accordance with the contract includes materials, apparatus, equipment, temporary supports, fittings and things of kinds to be provided, the obligations of the contractor hereunder and work to be done by the contractor under the contract.

1.1.5 ‘Engineer’ shall mean the representative of the Architect/consultant.

1.1.6 ‘Drawings’ shall mean the drawings prepared by the Architects and issued by the Engineer and referred to in the specifications and any modifications of such drawings as may be issued by the Engineer from time to time ‘Contract value shall mean value of the entire work as stipulated in the letter of acceptance of tender

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subject such additions there to or deductions there from as may be made under the provide herein after contained.

1.1.7 “Specifications” shall mean the specifications referred to in the tender and modifications thereof as may time to time be furnished or approved by the Architect/ Consultant.

1.1.8 “Month” means calendar month.

1.1.9 “Week” means seven consecutive days.

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

1.1.11 “Bank’s Engineer” shall mean The Civil / Electrical Engineer in - charge of the Project, as nominated by the AGM (P&E).

1.1.12 The following shall constitute the Joint Project Committee (herein under referred to as JPC) for assessing and reviewing the progress of the work on the project and to issue instructions or directions from time to time for being observed and followed by the Architects site Engineer /PMC and other consultants / contractors engaged in the execution of the project.

- i) Assistant General Manager, Premises & Estate Deptt., SBI, who shall be the Chairman of the Committee.
- ii) Bank’s Engineer (civil and Electrical) in-charge of the Project, as may be nominated by the AGM (P&E)Members
- iii) Concerned partner of the Architects and their Resident Architect....Member.
- iv) Project Manager ORResident Engineer –in-charge of project of the PMC...Member and Secretary respectively.

CLAUSE

1.0 Total Security Deposit

Total Security deposit comprise of

Earnest Money Deposit

Initial security deposit

Retention Money

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a) **Earnest Money Deposit -**

The tenderer shall furnish EMD of **Rs 95,000/-** in the form of Demand drawn in favour of Assistant General Manager (Premises & Estate) SBI, LHO Maharashtra, payable at Mumbai on any Scheduled **Commercial** Bank. No tender shall be considered unless the EMD is so deposited in the required form. No interest shall be paid on this EMD. The EMD of the unsuccessful tenderer shall be refunded soon after the decision to award the contract is taken without interest. The EMD shall stand absolutely forfeited if the tenderer revokes his tender at any time the period when he is required to keep his tender open acceptance by the SBI or after it is accepted by the SBI the contractor fails to enter into a formal agreement or fails to pay the initial security deposit as stipulated or fails to commence the commence the work within the stipulated time.

b) **Initial Security Deposit (ISD)**

The amount of ISD shall be 2% of accepted value of tender in the form of DD/FDR drawn on any scheduled Bank and shall be deposited within 10 days from the date of acceptance of tender.

ADDITIONAL SECURITY DEPOSIT / PERFORMANCE GUARANTEE

In case L-1 bidder quotes abnormally low rates (i.e.7.5% 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 vis-à-vis L-1 quoted amount for due fulfillment of contract as performance guarantee. 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 as the case may be within its sole discretion. No interest shall be paid to the amount retained by the Bank as Security Deposit.

c) **Retention Money: -**

Besides the SD as deposited by the contractor in the above said manner, the Retention money shall be deducted from the running account bill at the rate of 10% of the gross value of work done by the contractor and claimed in each bill provided the total security deposit i.e. ISD plus EMD plus Retention Money shall both together not exceed 5% of the contract value. The 50% of the total security deposit

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shall be refunded to the contractor without any interest on issue of Virtual Completion certificate by the Architect/consultant. The balance 50% of the total security deposit shall be refunded to the contractors without interest within fifteen days after the end of defects liability period provided the contractor has satisfactorily attended to all defects in accordance with the conditions of contract including site clearance.

2.0 **Language**

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

3.0 **Errors, omissions and discrepancies**

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

- i) Between scaled and written dimension (or description) on a drawing, the latter shall be adopted.
- ii) Between the written or shown description or dimensions in the drawings and the corresponding one in the specification the former shall be taken as correct.
- iii) Between written description of the item in the specifications and descriptions in bills of quantities of the same item, the former shall be adopted:
 - a) In case of difference between rates written in figures and words, the rate in words shall prevail.
 - b) Between the duplicate / subsequent copies of the tender, the original tender shall be taken as correct.

4.0 **Scope of Work:**

The contractor shall carryout complete and maintain the said work in every respect strictly accordance with this contract and with the directions of and to the satisfaction Bank to be communicated through the architect/consultant. The architect/consultant at the directions of the Bank from time to time issue further drawings and / or write instructions, details directions and explanations which are here after collectively references to as Architect's /consultant's instructions in regard to the variation or modification of the design, quality or quantity of any work or the addition or omission or substitution work. Any discrepancy in the drawings or

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between BOQ and / or drawings and / or specifications. The removal from the site of any material brought thereon by the Contractor and any substitution of any other materials therefore the removal and / or re-executed of any work executed by him. The dismissal from the work of any person engaged thereupon.

5.0 i) **Letter of Acceptance:**

Within the validity period of the tender the Bank shall issue a letter of acceptance directly or through the architect by registered post or otherwise depositing at the of the contractor 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 bind contract between the SBI and the contractor.

ii) **Contract Agreement:**

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

6.0 **Ownership of drawings:**

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

7.0 **Detailed drawings and instructions:**

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

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

7.0 **Copies of agreement**

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

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8.0 Liquidated damages:

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

9.0 Materials, Appliances and Employees

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

10.0 Permits, Laws and Regulations:

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

11.0 Setting out Work:

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

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responsible for the same and shall his own expenses rectify such error, if so, required to satisfaction of the SBI.

12.0 Protection of works and property:

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

He shall take adequate care and steps for protection of the adjacent properties. The contractor shall take all precautions for safety and protections of his employees on the works and shall comply with all applicable provisions of Govt. and local bodies' safety laws and building codes to prevent accidents, or injuries to persons or property on about or adjacent to his place of work. The contractor shall take insurance covers as per clause 25.0 at his own cost. The policy may be taken in joint names of the contractor and the SBI and the original policy may be lodged with the SBI.

13.0 Inspection of work:

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

14.0 Assignment and subletting

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

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

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

ii) **Samples**

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

iii) **Cost of tests**

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

iv) **Costs of tests not provided for**

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

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

16.0 Obtaining information related to execution of work

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

17.0 Contractor's superintendence

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

18.0 Quantities

- i) The bill of quantities (BOQ) unless or otherwise stated shall be deemed to have been prepared in accordance with the Indian Standard Method of Measurements and quantities. The rate quoted shall remain valid for variation of quantity against individual item to any extent. The entire amount paid under Clause 19, 20 hereof as well as amounts of prime cost and provision sums, if any, shall be excluded.

19.0 Works to be measured

The Architect/Consultant may from time to time intimate to the contractor that he require the work to be measured and the contractor shall forthwith attend or send a quantity representative to assist the Architect in taking such measurements and calculation and to furnish all particulars or to give all assistance required by any of them. Such measurements shall be taken in accordance with the Mode of measurements detail in the specifications. The representative of the Architect / Consultant shall take measurements with the contractor's representative and the measurements shall be entered in the measurement book. The contractor or his authorised representative shall sign all the pages of the measurement book in which the measurements have been recorded in token of his acceptance. All the corrections shall be duly attested by both representatives. No over writings shall be

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made in the M book should the contractor not attend or neglect or omit to depute his representative to take measurements the measurements recorded by the representative of the Architect / consultant shall be final. All authorized extra work, omissions and all variations made shall be included such measurement.

20.0 Variations

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

21.0 Valuation of Variations

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

- a)
 - (i) The net rates or prices in the contract shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced herein.
 - (ii) Rates for all items, wherever possible should be derived out of the rates given in the priced BOQ.
- b) The net prices of the original tender shall determine the value of the items omitted, provided if omissions do not vary the conditions under which any remaining items of Works are carried out, otherwise the prices for the same shall be valued under sub-Clause 'c' hereunder.

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- c) Where the extra works are not of similar character and/or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items or works are carried out, then the contractor shall within 7 days of the receipt of the letter of acceptance inform the Architect/ consultant of the rate which he intends to charge for such items of work, duly supported by analysis of the rate or rates claimed and the Architect/ consultant shall fix such rate or prices as in the circumstances in his opinion are reasonable and proper, based on the market rate.
- d) Where extra work cannot be properly measured or valued the contractor shall be allowed day work prices at the net rates stated in the tender, of the BOQ or, if not, so stated then in accordance with the local day work rates and wages for the district; provided that in either case, vouchers specifying the daily time (and if required by the Architect/Consultant) the workman's name and materials employed be delivered for verifications to the Architect /consultant at or before the end of the week following that in which the work has been executed.
- e) It is further clarified that for all such authorized extra items where rates cannot be derived from the tender, the Contractor shall submit rates duly supported by rate analysis worked on the 'market rate basis for material, labour hire / running charges of equipment and wastages etc. plus 15% towards establishment charges, contractor's overheads and profit. Such items shall, not be eligible for escalation.

22.0 Final measurement

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

23.0 Virtual Completion Certificate (VCC)

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

- a) Clear the site of all scaffolding, wiring, pipes, surplus materials, contractor's labour equipment and machinery.
- b) Demolish, dismantle and remove the contractor's site office, temporary works, structure including labour sheds/camps and constructions and other items and things whatsoever brought upon or erected at the site or any land allotted to the contractor by the SBI not incorporated in the permanent works.

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- c) Remove all rubbish, debris etc. from the site and the land allotted to the contractor by the SBI and shall clear, level and dress, compact the site as required by the SBI.
- d) Shall put the SBI in undisputed custody and possession of the site and all land allot by the SBI.
- e) Shall hand over the work in a peaceful manner to the SBI.
- f) All defects / imperfections have been attended and rectified as pointed out by the Architects to the full satisfaction of SBI.

Upon the satisfactory fulfilment by the contractor as stated above, the contractor is entitled to apply to the Architect / consultant is satisfied of the completion of work. Relative to which the completion certificate has been sought, the Architect/ consultant shall within fourteen (14) days of the receipt of the application for completion certificate, issue a VCC in respect of the work for which the VCC has applied.

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

24.0 **Work by other agencies**

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

25.0 **Insurance of works**

- 25.1 Without limiting his obligations and responsibilities under the contract the contractor shall insure in the joint names of the SBI and the contractor against all loss of damages from whatever cause arising other than the excepted risks, for which he is responsible under the terms of contract and in such a manner that the

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SBI and contractor are covered for the period stipulated In clause of 28GCC and are also covered during the period of maintenance for loss or damage arising from a cause, occurring prior to the commencement of the period of maintenance and for any loss or damage occasioned by the contractor in the course of any operations carried out by him for the purpose of complying with his obligations under clause.

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

25.2 **Damage to persons and property**

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

- a) The permanent use or occupation of land by or any part thereof.
- b) The right of SBI to execute the works or any part thereof on, over, under, in or through any lands.
- c) Injuries or damages to persons or properties which are unavoidable result of the execution or maintenance of the works in accordance with the contract
- d) Injuries or damage to persons or property resulting from any act or neglect of the SBI their agents, employees or other contractors not being employed by the contractor or for or in respect of any claims, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto or where the injury or damage was contributed to by the contractor, his servants or agents such part of

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the compensation as may be just and equitable having regard to the extent of the responsibility of the SBI, their employees, or agents or other employees, or agents or other contractors for the damage or injury.

25.3 Contractor to indemnify SBI

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

25.4 Contractor's superintendence

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

25.5 Third Party Insurance

25.5.1 Before commencing the execution of the work the contractor but without limiting his obligations and responsibilities under clause 25.0 of GCC shall insure against his liability for any material or physical damage, loss, or injury which may occur to any property including that of SBI, or to any person, including any employee of the SBI, by or arising out of the execution of the works or in the carrying out of the contract, otherwise than due to the matters referred to in the provision to clause 25.0 thereof.

25.5.2 Minimum amount of Third-Party Insurance

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

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

25.7 Accident or Injury to workman:

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

25.7.2 Insurance against accidents etc. to workmen

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

25.7.3 Remedy on contractor's failure to insure

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

25.7.4 Without prejudice to the others rights of the SBI against contractors. In respect of such default, the employer shall be entitled to deduct from any sums payable to the contractor the amount of any damages costs, charges, and other expenses paid by

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the SBI and which are payable by the contractors under this clause. The contractor shall upon settlement by the Insurer of any claim made against the insurer pursuant to a policy taken under this clause, proceed with due diligence to rebuild or repair the works destroyed or damaged. In this event all the monies received from the Insurer in respect of such damage shall be paid to the contractor and the Contractor shall not be entitled to any further payment in respect of the expenditure incurred for rebuilding or repairing of the materials or goods destroyed or damaged.

26.0 Commencement of Works:

The date of commencement of the work will be reckoned as the date of **fourteen days** from the date of award of letter by the SBI or Letter is issued to the contractor/ or The day on which the Contractor is Instructed to take possession of the Site whichever is earlier.

27.0 Time for completion

Time is essence of the contract and shall be strictly observed by the contractor. The entire work shall be completed within a period of **90 days** from the date of commencement. If required in the contract or as directed by the Architect / consultant. The contractor shall complete certain portions of work before completion of the entire work. However the completion date shall be reckoned as the date by which the whole work is completed as per the terms of the contract.

28.0 Extension of time

If, in the opinion of the Architect/consultant, the work be delayed for reasons beyond the control of the contractor, the Architect/consultant may submit a recommendation to the SBI to grant a fair and reasonable extension of time for completion of work as per the terms of contract. If the contractor needs an extension of time for the completion of work or if the completion of work is likely to be delayed for any reasons beyond the due date of completion as stipulated in the contract, the contractor shall apply to the SBI through the Architect' Consultant in writing at least 30 Days before the expiry of the scheduled time and while applying for extension of time he shall furnish the reason in detail and his justification if any', for the delays. The architect/consultant shall submit their recommendations to the SBI in the prescribed format for granting extension of time. While granting extension of time the contractor shall be informed the period extended time which will qualify for levy of liquidated damages. For the balance period in excess of original stipulated period and duly sanctioned extension of time by the provision of liquidated

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damages as stated under clause 8.0 shall become applicable. Further the contract shall remain in force even for the period beyond the due date of completion irrespective whether the extension is granted or not.

29.0 Rate of progress

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

30.0 Work during nights and holidays

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

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

31.0 No compensation or restrictions of work

If at any time after acceptance of the tender SBI shall decide to abandon or reduce the scope of work for any reason whatsoever and hence not required the whole or any part of the work to be carried out. The Architect / consultant shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise what so ever on account of any profit or advantage which he might have

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derived from the execution of the Work fully but which he did not derive in consequence of the foreclosure of the whole or part of the work.

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

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

32.0 Suspension of work

- i) The contractor shall, on receipt of the order in writing of the Architect / consultant (whose decision shall be final and binding on the contractor) suspend the progress of works or any part thereof for such time and in such manner as Architect / consultant may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of following reasons:
 - a) On account any default on the part of the contractor, or
 - b) For proper execution of the works or part thereof for reasons other than the default the contractor, or
 - c) For safety of the works or part thereof.
The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Architect / consultant.
- ii) If the suspension is ordered for reasons (b) and (c) in sub-para (i) above:
The contractor shall be entitled to an extension of time equal to the period of every such suspension. No compensation whatsoever shall be paid on this account.

33 Action when the whole security deposit is forfeited

In any case in which under any clause or clauses of this contract, the Contractor shall have rendered himself liable to pay compensation amounting to the whole of

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his security deposit the Architect / consultant shall have the power to adopt any of the following course as they may deem best suited to the interest of the SBI:

- a) To rescind the contract (of which rescission notice in writing to the contractor by - Architect / consultant shall be conclusive evidence) and in which case the security, deposit of the contractor shall be forfeited and be absolutely at the disposal of SBI.
- b) To employ labour paid by the SBI and to supply materials to carry out the work, or part of the work, debiting the contractor with the cost of the labour and materials cost of such labour and materials as worked out by the Architect/consultant shall final and conclusive against the contractor and crediting him with the value of the work done, in all respects in the same manner and at the same manner and at the same rates as if it had been carried out by the contractor under the terms of this contract certificate of architect /consultant as to the value of work done shall be final conclusive against the contractor.
- c) To measure up the work of the contractor, and to take such part thereof as shall unexecuted, out of his hands, and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him (The amount of which excess the certificates in writing of the Architects / consultant shall final and conclusive) shall be borne by original contractor and may be deducted from any money due to him by SBI under the contract or otherwise, or from his security deposit or the proceeds of sale thereof, or sufficient part thereof.

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

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

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

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

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

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

- a) has abandoned the contract; or
- b) has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for 14 days after receiving from the SBI through the Architect / consultant written notice to proceed, or
- c) has failed to proceed with the works with such diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or
has failed to remove the materials from the site or to pull down and replace work within seven days after written notice from the SBI through the Architect / Consultant that the said materials were condemned and rejected by the Architect/consultant under these conditions; or has neglected or failed persistently to observe and perform all or any of the acts matters or things by this contract to be observed and performed by the contactor for seven days after written notice shall have been given to the contractor to observe or perform the same or has to the detriment of good workmanship or in defiance of the SBI or Architect's / consultant's instructions to the contrary subject any part of the contract. Then and in any of said cases the SBI and or the Architect / consultant, may not withstanding any previous waiver, after giving seven days' notice in writing to the contractor, determine the contract, but without thereby affecting the powers of the SBI or the Architect / consultant or the obligation and liabilities of the contractor the whole of which shall continue in force as fully as if the contract had not been determined and as if the works subsequently had been executed by or on behalf of the contractor. And, further the SBI through the Architect / consultant their agents or employees may enter upon and take possession of the work and all plants, took scaffoldings, materials, sheds, machineries lying upon the premises or on the adjoining lands or roads use the same by means of their own employees or workmen in carrying on and completing the work or by engaging any other contractors or persons to the work and the contractor shall not in any was interrupt

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or do any act, matter or thing to prevent or hinder such other contractor or other persons employed for complement and finishing or using the materials and plant for the works.

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

35.0 **Certificate of payment**

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

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

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

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

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

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

The Contractor shall not submit interim bills when the approximate value of work done by him is less than Rs 30 lac .

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

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

36.0 Settlement of Disputes and Arbitration

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

- i) If the contractor considers that he is entitled to any extra payment or compensation in respect of the works over and above the amounts admitted as payable by the Architect or in case the contractor wants to dispute the validity of any deductions or recoveries made or proposed to be made from the contract or raise any dispute, the contractor shall forthwith give notice in writing of his claim, or dispute to the Assistant General Manager (Premises & Estate) S.B.I., L.H.O. Maharashtra. And endorse a copy of the same to the Architect, within 30 days from the date of disallowance thereof or the date of deduction or recovery. The said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount claimed and the contractor shall not be entitled to raise any claim nor shall the Bank be in any way liable in respect of any claim by the contractor unless notice of such claim shall have been given by the contractor to the Asst. General Manager (Premises & Estate) in the manner and within the time as aforesaid. The Contractor shall be deemed to have waived and extinguished all his rights in respect of any claim not notified to the Asst. General Manager (Premises & Estate) in writing in the manner and within the time aforesaid.
- ii) The Asst. General Manager (Premises & Estate) shall give his decision in writing on the claims notified by the contractor. The contractor may within 30 days of the receipt of the decision of the Asst. General Manager (Premises & Estate) / submit his claims to the conciliating authority namely the Circle Development Officer, S.B.I, L.H.O. Maharashtra. For conciliation along with all details and copies of correspondence exchanged between him and the Asst. General Manager (Premises & Estate).
- iii) If the conciliation proceedings are terminated without settlement of the disputes, the contractor shall, within a period of 30 days of termination thereof shall give a notice to the concerned Chief General Manager of the Bank for appointment of an

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arbitrator to adjudicate the notified claims falling which the claims of the contractor shall be deemed to have been considered absolutely barred and waived.

- iv) Except where the decision has become final, binding and conclusive in terms of the contract, all disputes or differences arising out of the notified claims of the contractor as aforesaid and all claims of the Bank shall be referred for adjudication through arbitration by the Sole Arbitrator appointed by the Chief General Manager. It will also be no objection to any such appointment that the Arbitrator so appointed is a Bank Officer and that he had to deal with the matters to which the Contract relates in the course of his duties as Bank Officer. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid by the said Chief General Manager. Such person shall be entitled to proceed with the reference from the stage at which it was let by his predecessor.

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

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

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

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

It is also a term of the contract that the Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any of the arbitrators shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The Cost of the reference and of the award (including the fees, if any of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof, shall be paid and fix or settle the amount of costs to be so paid.

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37.0 **Water supply**

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

- i) That the water used by the contractor shall be fit for construction purposes to the satisfaction of the Architect / consultant's.
- ii) The contractor shall make alternative arrangements for the supply of water if the arrangement made by the contractor for procurement of water in the opinion of the Architect / consultant is unsatisfactory.
- iii) In case contractor is permitted to use Bank's source of water i.e. Municipal connection, Bore well (existing or new) etc., the Bank may consider recovering @1% of contract amount form the final bill of contractor.

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

38.0 **Power supply**

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

39.0 **Treasure trove etc.**

Any treasure trove, coin or object antique which may be found on the site shall be the property of SBI and shall be handed over to the bank immediately.

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40.0 **Method of measurement**

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

41.0 **Maintenance of registers**

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

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

42.0 **Force Majeure**

42.1 Neither contractor nor SBI shall be considered in default in performance of the obligations if such performance is prevented or delayed by events such as but not war, hostilities revolution, riots, civil commotion, strikes, lockout, conflagrations, epidemics, accidents, fire, storms, floods, droughts, earthquakes or ordinances or any act of or for any other cause beyond the reasonable control of the party affected or prevents or delayed. However a notice is required to be given within 30 days from the happening of the event with complete details, to the other party to the contract, if it is not possible to serve a notice, within the shortest possible period without delay.

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

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

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

43.0 Local laws, Acts Regulations:

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

- i) Minimum wages Act 1948 (Amended)
- ii) Payment of wages Act 1936 (Amended)
- iii) Workmen's compensation Act 1923 (Amended)
- iv) Contract labour regulation and abolition act 1970 and central rules 1971 (Amended)
- v) Apprentice act 1961 (amended)
- vi) Industrial employment (standing order) Act 1946 (Amended)
- vii) Personal injuries (Compensation insurance) act 1963 and any other modifications
- viii) Employees' provident fund and miscellaneous provisions Act 1952 and amendment thereof
- ix) Shop and establishment act
- x) Any other act or enactment relating thereto and rules framed there under from time to time.
- xi) Prevailing Indian Electricity rules & act.

44.0 Accidents

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

45.0 Integrity Pact

The pact essentially envisages an agreement between the prospective vendors/bidders and the buyer, committing the persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract. Only those vendors/bidders, who commit themselves to such a Pact with the buyer, would be considered competent to participate in the bidding process. In other words, entering into this Pact would be a preliminary qualification. The essential ingredients of the Pact include:

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- a) Promise on the part of the principal not to seek or accept any benefit, which is not legally available;
- b) Principal to treat all bidders with equity and reason;
- c) Promise on the part of bidders not to offer any benefit to the employees of the Principal not available legally;
- d) Bidders not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contracts, etc.
- e) Bidders not to pass any information provided by Principal as part of business relationship to others and not to commit any offence under PC/ IPC Act;
- f) Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates;
- g) Bidders to disclose the payments to be made by them to agents / brokers or any other intermediary.
- h) Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.

Integrity Pact, in respect of a particular contract, would be operative from the stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

SPECIAL CONDITION OF CONTRACT

Scope of work

1.0 The scope of work is to carry out for Proposed Interior Electrical Works of 1st, 2nd & 3rd floors of Clock Tower, Kharadi, Pune for establishment of Bank's AO Pune & 3 RBOs.

2.0 Address of site

The site is located at 1st, 2nd and 3rd floors of Clock Tower, Kharadi, Pune.

3.0 Dimensions and levels

All dimensions and levels shown on the drawings shall be verified by the contractor at the site and he will be held responsible for the accuracy. Figured dimensions are in all cases to be accepted and dimension shall not be scaled. Large scale details shall take precedence over small scale drawings. In case of discrepancy the contractor shall ask for clarification from the Architect / consultant before proceeding with the work.

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4.0 **Notice of operation**

The contractor shall not carry out any important operation without the Consent in writing from the Bank's Engineer/Architect / Consultant.

5.0 **Construction records**

The contractor shall keep and provide to the Architect / consultant full and accurate records of the dimensions and positions of all new work and any other information necessary to prepare complete drawings recording details of the work as construction.

6.0 **Safety of adjacent structures and trees**

The contractor shall provide and erect to the approval of the Architect / consultant supports as may be required to protect effectively all structures and protective give to trees, which may be endangered by the execution of the works or otherwise such permanent measures as may be required by the Architect to protect the tree structures.

7.0 **Temporary works**

Before any temporary works are commenced the contractor shall submit at least in advance to the architect / consultant for approval complete drawings of all temporary works he may require for the execution of the works. The contractor shall carry out the modifications relating to strength, if required by the architect / consultant may require in accordance with the conditions of contract at his own cost. The contractor shall be solely responsible for the stability and safety of all temporary works and unfinished works and for the quality of the permanent works resulting from the arrangement eventually adopted for their execution.

8.0 **Water power and other facilities**

- a) The rate quoted by the contractor shall include all expenses that are required for providing all the water required for the work and the contractor shall make his own arrangements for the supply of good quality water suitable for the construction and good quality drinking water for their workers. If necessary the contractor has to sink a tube well / open well and bring water by means of tankers at his own cost for the purpose. The SBI will not be liable to pay any charges in connection with the above
- b) The rate quoted in the tender shall include the expenses for obtaining and maintaining power connections and shall pay for the consumption charges

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- c) The contractors for other trades directly appointed by the SBI shall be entitled to take power and water connections from the temporary water and power supply obtained by the contractor. However, the concerned contractor shall make their own arrangements to draw the supply and pay directly the actual consumption charges at mutually agreed rates between them. All municipal charges for drainage and water connection for Construction purposes shall be borne by the contractor and charges payable for permanent connections, if any, shall be initially paid by the contractor and the SBI will reimburse the amount on production of receipts.
- d) The SBI as well as the Architect / consultant shall give all possible assistance to the Contractor's to obtain the requisite Permission from the various authorities, but the responsibility for obtaining the same in time shall be of the contractor.

9.0 **Facilities for contractor's employees**

The contractor shall make his own arrangement for the housing and welfare of his staff and workmen including adequate drinking water facilities. The contractor shall also make the arrangements at his own cost for transport where necessary for his staff and workmen to and from site of work at his own cost.

10.0 **Lighting of works**

The contractor shall at all times provide adequate and approved lighting as required for the proper execution and supervision and inspection of work.

11.0 **Fire fighting arrangements**

- i) The contractor shall provide suitable arrangement for fire fighting at his own cost. This purpose he shall provide requisite number of fire extinguishers and adequate number of buckets, some of which are to be always kept filled with sand and some with water these equipment's shall be provided at suitable prominent and easily accessible place and shall be properly maintained.
- ii) Any deficiency in the fire safety or unsafe conditions shall be corrected by the contractor at his own cost and, to the approval of the relevant authorities. The contractor make the following arrangements at his own cost but not limited the following:
 - a) Proper handling, storage and disposal of combustible materials and waste.
 - b) Work operations which can create fire hazards.
 - c) Access for fire-fighting equipments.

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- d) Type, number and location of containers for the removal of surplus materials and rubbish.
- e) Type, size, number and location of fire extinguishers or other firefighting equipment.
- f) General house keeping

12.0 **Site order book**

A site order book shall be maintained at site for the purpose of quick communication between the Architect / Consultant. Any communication relating to the work may be conveyed through records in the site order book. Such a communication from one party to the other shall be deemed to have been adequately served in terms of contract. Each site order book shall have machine numbered pages **in triplicate** and shall carefully maintained and preserved by the contractor and shall be made available to the architect / consultant as and when demanded- Any instruction which the architect /consultant may like to issue to the contractor or the contractor may like to bring to the architect / consultant two copies of such instructions shall be taken from the site order book and one copy will be handed over to the party against proper acknowledgment and the second copy will be retained for their record.

13.0 **Temporary fencing/ barricading**

The contractor shall provide and maintain a suitable temporary fencing / barricading and gates at his cost to adequately enclose all boundaries of the site for the protection of the public and for the proper execution and security of the work and in accordance with the requirement of the architect/ consultant and regulations of local authorities. These shall be altered, relocated and adopted from time to time as necessary and removed on completion of the work.

14.0 **Site meetings**

Site meetings will be held to review the progress and quality evaluation. The contractor shall depute a senior representative along with the site representative and other staff of approved sub-contractors and suppliers as required to the site meetings and ensure all follow up actions. Any additional review meetings shall be held if required by the architect/ consultant.

15.0 **Disposal of refuse**

The contractor shall cart away all debris, refuse etc. arising from the work from the site and deposit the same as directed by the architect / consultant at his own cost.

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It is the responsibility of the contractor to obtain from the local authorities concerned to the effect that all rubbish arising out of contractor's activities at the construction site or any other off-site activities borrow pits has been properly disposed off.

16.0 **Contractor to verify site measurement**

The contractor shall check and verify all site measurements whenever requested other specialists contractors or other sub-contractors to enable them to prepare the own shop drawing and pass on the information with sufficient promptness as will in any way delay the works.

17.0 **Displaying the name of the work**

The contractor shall put up a name board of suitable size as directed by the architect/ consultant indicating therein the name of the project and other details as given by the architect/consultant at his own cost and remove the same on completion of work.

18.0 **As built drawings**

i) For the drawings issued to the contractor by the Architect / Consultant. The architect Consultant will issue two sets of drawings to the Contractor for the items for some changes have been made. From the approved drawings as instructed by the SBI/ architect / consultant. The contractor will make the changes made on these copies and return these copies to the architect / Consultant for their approval. In case any revision is required or the corrections are not properly marked the architect / Consultant will point out the discrepancies to the contractor. The contractor will have to incorporated these corrections and / or attend to discrepancies either on copies as directed by the architect / consultant and resubmit to him for approval. The architect / consultant will return one copy duly approved by him.

ii) For the drawings prepared by the contractor

The contractor will modify the drawing prepared by him wherever the changes made by the SBI / architect / consultant. And submit two copies of such modified drawings to the architect/ consultant for approval. The architect / consultant will return one copy of the approved drawing to the contractor.

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19.0 Approved make

The contractor shall provide all materials from the list of approved makes at his own cost. The architect/consultant may approve any make within the approved list as given in the tender after inspection of the sample/mock up if required.

20.0 Procurement of materials

The contractor shall make his own arrangements to procure all the required materials for the work. All wastages and losses in weight shall be to the contractor's account.

21.0 Excise duty, taxes, levies etc;

The contractor shall pay and be responsible for payment of all taxes, duties, levies, royalties, fees, cess or charges except GST in respect of the works including but not limited to sales tax, tax on works contract excise duty, and octroi, except GST payable in respect of materials, equipment plant and other things required for the contract. All of the aforesaid taxes, duties, levies, fees and charges except GST shall be to the contractor's account and the SBI shall not be required to pay any additional or extra amount on this account. Variation of taxes, duties, fees, levies etc if any excluding GST, till completion of work shall be deemed to be included in the quoted rates and no extra claim on this account will in any case be entertained. If a new tax or duty or levy or cess or royalty or octroi is imposed under any statutory law during the currency of contract the same shall be borne by the contractor.

22.0 Acceptance of tender

The SBI shall have the right to reject any or all tenders without assigning any reason. They are not to bind to accept the lowest or any tender and the tenderer or tenderers shall have no right to question the acts of the SBI. However adequate transparency would be maintained by the SBI.

23.0 Photographs:

- The Contractor shall at his own expense supply to the Architects with duplicate hard copies of large photographs not less than 25 cm. x 20 cm. (10" x 8") of the works, taken from two approved portions of each building, at intervals of not more than one month during the progress of the work or at every important stage of construction.
- In addition to above, the contractor shall be bound to submit adequate no. of site photographs along with their each Running Bill for the project clearing showing major progress of work measured and claimed therein failing which the Architect/Bank may consider returning the Bill to the contractor and no claim for delay on this account will be entertained.

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FORMAT OF PRE-CONTRACT INTEGRITY PACT

State Bank of India hereinafter referred to as “The Principal”.

And

.....hereinafter referred to as “The Bidder/Contractor”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s forThe Principal values full compliance with all relevant laws of the land, rules, regulations, and economic use of resources and of fairness/transparency in its relations with its Bidder and / or Contractor.

In order to achieve these goals, the Principal may appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal.

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.

2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or it there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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Section 2 – Commitments of the Bidder(s)/ Contractor(s)

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- a. The Bidder(s) / contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage or during the execution of the contract.
- b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) /Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.

Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" as annexed and marked as Annexure.

- e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from tender process and exclusion from future contracts:

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the “Guidelines on Banning of business dealings”.

Section 4: Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti-corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.
2. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process for action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

Section 6: Equal treatment of all Bidders/Contractors/Subcontractors.

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all bidders, contractors and subcontractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7: Criminal charges against violation Bidder(s)/Contractor(s)/Sub-Contractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8: Independent External Monitor/Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman, SBI.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/ Subcontractor(s) with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairman, SBI within 8 to 10 weeks from the date of reference or intimation to him by the Principal and,

Signature of Contractor with Seal

should the occasion arise, submit proposals for correcting problematic situations.

7. Monitor shall be entitled to compensate on the same terms as being extended to / provided to Independent Directors on the SBI Board.
8. If the Monitor has reported to the Chairman SBI, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman SBI has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word "Monitor" would include both singular and plural.

Section 9 – Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 10 months after the last payment under the contract, and for all other Bidders & months ---- the contract has been awarded. If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by Chairman of SBI.

Section 10 – Other provisions

1. This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & on behalf of the Principal Employer) (For & On behalf of Bidder/ Contractor)
(Office Seal) (Office Seal)

Signature of Contractor with Seal

Place -----

Date -----

Witness 1: (Name & Address) _____

Witness 2: (Name & Address) _____

FORMAT FOR BANK GUARANTEE IN LIEU OF SD/ASD

Place:

Date:.....

(On non-judicial stamp paper of Rs.-----/-)

BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT

B.G.No. _____ Value Rs. _____

State Bank of India,

(Address)

**Sub: Bank Guarantee of Rs.....towards Security Deposit for the work offer
State Bank of India.**

(Name of Branch/Office)

Dear Sir,

WHEREAS (Name and address of contractor/ vendor) (hereinafter called the Contractor) have entered into contract for (Name of Work) with State Bank of India (SBI) as mentioned in the letter of SBI's Consultants (Name & address of consultants) vide their letter No..... datedand the correspondence and tender relating thereto which is hereinafter referred to as "the said contract" the Contractor has now agreed to produce a Bank Guarantee amounting to 2% of the contract value less earnest money deposit of Rs.....(Rupees only), to State Bank of India for performing their part of the contract obligations.

AND WHEREAS in terms of said contract, the contractor is required to furnish to State Bank of India a Guarantee of a Scheduled Bank for a value of Rs..... to be valid upto (date).

AND WHEREAS (Name of Bank and its branch) having their office at (address) the Guarantor, at the request of the contractor hereby furnishes a PBG in favour of State Bank of India and Guarantees in the manner hereinafter appearing.

In consideration of the premise, we (name of Bank and its branch) having our office at (address) here after called the "Guarantor" (which expression shall include its successors and assigns) here by expressly, irrevocably & unreservedly undertake and guarantee under that if the Contractor fails to execute the work according to his obligations under the said contract, then notwithstanding any dispute between State Bank of India and the contractor the Guarantor shall, on demand without demur and

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without reference to the contractor pay to State Bank of India immediately any sum claimed by State Bank of India under the said contract up to a maximum amount of Rs. _____ (Rupees only).

In case the amount demanded by State Bank of India is not paid within 48 hours of receipt of demand, the Guarantor agrees to pay the aforesaid amount of Rs. _____/- (Rupees _____ only).

- (i) Such payment shall be notwithstanding any right the contractor may have directly against State Bank of India or any disputes raised by the Contractor with State Bank of India or any suits or proceedings pending in any competent court or before any arbitrator. State Bank of India's written demand shall be conclusive evidence to the Guarantor that such payment is payable under the terms of the Contract and shall be binding in all respect on the guarantor.
- (ii) The Guarantor shall not be discharged or released from the the undertaking and Guarantee, by any arrangement, variations made between SBI and the Contractor and or indulgence shown to the contractor by SBI, with or without the consent and knowledge of the guarantor or by alterations in the obligations of the contractor by any forbearance, whether as to payment, time performance or otherwise.
- (iii) This guarantee shall remain valid until or as may be caused to be extended by the contractor or until discharged by SBI in writing whichever is earlier.
- (iv) This guarantee shall be a continuing guarantee and shall not be revocable during its currency except with the previous written consent of SBI.
- (v) This guarantee shall not be affected by any change in the constitution of the contractor, by absorption with any other body or corporation or dissolution or otherwise and this guarantee will be available to or enforceable against such body or corporation.
- (vi) In order to give effect to this guarantee SBI will be entitled to act as if the Guarantor were the Principal debtor and the Guarantor hereby waives all and any of its rights or surety ship.
- (vii) This guarantee shall continue to be in force notwithstanding the discharge of the contractor by operation of law and shall cease only on payment of the full amount by the Guarantor to SBI of the amount hereby secured.
- (viii) This guarantee shall be in addition to and not in substitution for any other guarantee or security for the contractor given or to be given to SBI in respect of the said contract.
- (ix) Any notice by way of request and demand or otherwise here under may be sent by post or any other mode or communication to the guarantor addressed as aforesaid and if sent by post it shall be deemed to have been given at the time when it would be delivered in due course of post and in providing such notice when given by post it shall be sufficient to prove that the envelope containing

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the notice was posted and a certificate signed by an officer of SBI that the envelope was so posted shall be conclusive.

- (x) These presents shall be governed by and constructed in accordance with Indian Law.

Notwithstanding anything contained hereinbefore the liability of the guarantor under this guarantee is restricted to a sum of Rs._____.

This guarantee will remain valid upto _____ unless a demand or claim under this guarantee is made in writing on or before _____ the guarantor shall be discharged from all liability under the guarantee thereafter.

Dated the

For (Name of Bank)

(Signature/s with designation/s of signatory/ies)

(Name and Stamp of Bank)

ON-DISCLOSURE AGREEMENT
(Applicable To Successful Bidder Only)

I, following conditions _____ (Name of the successful Bidder), hereby agree to abide by the

- a) I shall treat all documents, information, data and communication of and with the Bank as confidential.
- b) I shall not, without the Bank's prior written consent, disclose the contract or any specification, plan, sample or information or data or drawings/designs furnished to the Bank to any person other than the person(s) employed/designated by the Bidder for the purpose of performance of this RFP/BID DOCUMENT.
- c) Further, any such disclosure to any such person employed by me shall be made in utmost confidence and should extend only so far as may be necessary and relevant for the purpose of such performance and shall be subject to the terms and conditions of the Non-Disclosure clause.
- d) I shall not, without the Bank's prior written consent, make use of any document or information mentioned in these conditions of the RFP/BID DOCUMENT except for the sole purpose of performing this RFP/BID DOCUMENT.

.....
(Signature, name and address of the successful Bidder or Bidder's executive/representative duly authorized to sign on behalf of the Bidder)

For and on behalf of
(Name and address of the successful Bidder)
(Seal of the successful Bidder)

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ARTICLES OF AGREEMENT

(On non-judicial Stamp Paper of Rs. 500/-)

ARTICLES OF AGREEMENT made the _____ date of _____ between State Bank of India, having its office at Mumbai hereinafter called "the Bank" of the One Part and _____

_____ WHEREAS the Bank is desirous of _____

_____ and has caused drawings and specifications describing the work to be done to be prepared by M/s....., its Architects.

AND WHEREAS the said Drawings numbered _____ to _____ inclusive, the Specifications and the Schedule of Quantities have been signed by or on behalf of the parties hereto.

AND WHEREAS the Contractor has agreed to execute upon and subject to the Conditions set forth herein and to the Conditions set forth herein in the Special Conditions and in the Schedule of Quantities and Conditions of Contract (all of which are collectively hereinafter referred to as "the said conditions") the works shown upon the said Drawings and / or described in the said Specifications and included in the Schedule of Quantities at the respective rates therein set forth amounting to the sum as therein arrived at our such other sum as shall become payable there under (hereinafter referred to as "the said Contract Amount.")

NOW IT IS HEREBY AGREED AS FOLLOWS:

- 1) In consideration of the said Contract Amount to be paid at the times and in the manner set forth in the said Conditions, the Contractor shall upon and subject to the said Conditions execute and complete the work shown upon the said Drawings and described in the said Specifications and the priced Schedule of Quantities.
- 2) The Employer shall pay to the Contractor the said Contract Amount, or such other sum as shall become payable, at the times and in the manner specified in the said Conditions.
- 3) The term "the Architects" in the said Conditions shall mean the said M/s., or in the event of their ceasing to be the Architects for the purpose of this Contract for whatever reason, such other person or persons as shall be nominated for that purpose by the Employer, not being a person to whom the Contractor shall object for reasons considered to be sufficient by the Employer, PROVIDED ALWAYS that no person or persons subsequently appointed to be Architects under this Contract

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shall be entitled to disregard or overrule any previous decisions or approval or direction given or expressed in writing by the outgoing Architects for the time being.

- 4) The said Conditions and Appendix thereto shall be read and construed as forming part of this Agreement, and the parties hereto shall respectively abide by submit themselves to the said Conditions and perform the Agreements on their part respectively in the said Conditions contained.
- 5) The Plans, Agreements and Documents mentioned herein shall form the basis of this Contract.
- 6) This Contract is neither a fixed lump-sum contract nor a piece work contract but a contract to carry out the work in respect of the entire building complex to be paid for according to actual measured quantities at the rates contained in the Schedule of Quantities and Rates or as provided in the said Conditions.
- 7) The Contractor shall afford every reasonable facility for the carrying out of all works relating to civil works, installation of lifts, Telephone, electrical installations, fittings air-conditioning and other ancillary works in the manner laid down in the said Conditions, and shall make good any damages done to walls, floors, etc. after the completion of his work.
- 8) The Employer reserves to itself the right of altering the drawings and nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this Contract.
- 9) Time shall be considered as the essence of this Contract and the Contractor hereby agrees to commence the work soon after the Site is handed over to him or from 14th day after the date of issue of formal work order as provided for in the said Conditions whichever is later and to complete the entire work within **90 days**. Interior Electrical Works of 1st, 2nd & 3rd floors of Clock Tower, Kharadi, Pune for establishment of Bank's AO Pune & 3 RBOs Subject to nevertheless the provisions for extension of time.
- 10) All payments by the Employer under this Contract will be made only at Mumbai.
- 11) All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen at Mumbai and only the Courts in Mumbai shall have jurisdiction to determine the same.
- 12) That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor.

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IN WITNESS WHEREOF THE EMPLOYER and the Contractor have set their respective hands to these presents and two duplicates hereof the day and year first hereinabove written.

SIGNATURE CLAUSE

SIGNED AND DELIVERED by the

_____ By the
(Employer)

hand of Shri _____

(Name and Designation)

(Signature of Employer)

In the presence of :

1) Shri / Smt. _____

(Signature of Witness)

Address _____

(Witness)

SIGNED AND DELIVERED by the

_____ by the
(Contractor)

(Signature of Contractors)

in the presence of :

Shri / Smt. _____

(Signature of Witness)

Address _____

(Witness)

Signature of Contractor with Seal

SAFETY CODE

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

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APPENDIX HEREBEFORE REFERRED TO

SN	Particulars	Details
	Name of the Client Offering Contract	The Assistant General Manager, Premises Department Zonal Office,386/2, Sharada Chambers,3 rd Floor, Shankarsheth Road, Pune-400 037.
	Project Architect / Consultants	M/S MITIMITRA CONSULTANTS PVT LTD. 1 ST Floor, Arthabodh, 968-21/22, Bhamburda,Senapati Bapat Road, Pune 411016 Contact Number: 7709058887 / 020-25650218/ 25651228 E-mail: mitimitra@gmail.com
	Site Address	Clock Tower, Kharadi, Pune
	Scope of Work	Interior Electrical Works of 1 st , 2 nd & 3 rd floors of Clock Tower, Kharadi, Pune for establishment of Bank's AO Pune & 3 RBOs
	Name of the Contractor	
	Address of the Contractor	
	Period of Completion	90 days
	Earnest Money Deposit	Rs 95,000/- (Rupees Ninety Five thousand Only)
	Retention Money	As per clause no. 1 (c) of general Conditions
	Defects Liability Period	Twelve Months from the date of Virtual Completion
	Insurance to be undertaken by the Contractor at his cost	125% of Contract Value (Contractor's all risk policy)
	Liquidated damages	0.5% of the estimated amount shown in the tender per week max. 5% of the contract value.
	Value of Interim Bill (Min.)	Not less than Rs 30 Lakh
	Date of Commencement	14days from the date of Work Order.

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		Letter is issued to the Contractor/ or the day on which the Contractor is instructed to take possession of the Site whichever is earlier.
	Period of Final Measurement	1 (One) Month from the date of Virtual Completion.
	Initial Security Deposit	2% of the Accepted Value of the Tender. (Clause No. 1-B)
	Total Security Deposit	As per clause No. 1
	Refund of initial Security Deposit Comprising of EMD and ISD.	50% of the Security Deposit shall be refunded to the Contractor on completion of the work and balance refunded only after the Defect Liability Period is over.
	Period for Honouring Certificate	<ul style="list-style-type: none"> • One Month for R.A. Bills • The final bill will be submitted by the Contractor within one month of the date fixed for completion work and the Bill shall be Certified within three months from the date of receipt of final bill provided the bills are submitted with all pre-requisite documents/test reports etc. prescribed in the tender.

Signature of Tenderer.

Date:

Signature of Contractor with Seal

PROFORMA FOR REGISTER OF MATERIAL AT SITE ACCOUNT

Name of Work : Name of Article :
 Name of Contractor : Estimated Requirement :
 Agreement No. : Issue Rate :

Date of Receipt	Received from/Issued to (with Ret. to So/Indent)	Receipt	Issue	Balance	Initials of Contractor	Initial of Bank's/Architect's representative	Remark
1	2	3	4	5	6	7	8

Signature of Contractor with Seal

PROFORMA FOR REGISTER OF MATERIAL AT SITE ACCOUNT

Name of Work :

Name of Contractor :

Agreement No. :

Description of Material	Qty outstanding from previous Bill	Deduct Qty utilised in works measured since previous bill	Qty outstanding & Qty brought to site since previous bill	Signature of Site Engineer	Signature of Contractor	Initial of Bank's/ Architect's representative	Remark
1	2	3	4	5	6	7	8

Signature of Contractor with Seal

PROFORMA FOR HINDRANCE TO WORK

Name of Work : Date of Start of work :
 Name of Contractor : Period of Completion :
 Agreement No. : Dt. of Completion of work :

S.No.	Nature of Hindrance	Date of Occurrence of Hindrance	Date of which Hindrance was removed	Period of which Hindrance existed	Signature of Site Engineer	Signature of Bank / Architects Representative
1	2	3	4	5	6	7

Signature of Contractor with Seal

PROFORMA FOR RUNNING A/C BILL

- i. Name of Contractor / Agency :
- ii. Name of Work :
- iii. SI.No. of this Bill :
- iv. No. & Date of previous Bill :
- v. Reference to Agreement No. :
- vi. Date of Written order to commence :
- vii. Date of Completion as per Agreement :

S.No.	Item Description	Unit	Rate (Rs.)	As per Tender	
				Quantity	Amount (Rs.)
1	2	3	4	5	

Upto Previous R.A. Bill		Up Date (Gross		Present Bill		Remarks
Quantity	Amount (Rs.)	Quantity	Amount (Rs.)	Quantity	Amount (Rs.)	
6		7		8		9

Note: 1. If part rate is allowed for any items, it should be indicated with reasons for allowing such a rate.

2. If ad-hoc payment is made, it should be mentioned specifically.

 Net Value since previous bill

Signature of Contractor with Seal

CERTIFICATE

The measurements on the basis of which the above entries for the Running Bill No. ----- were made have been taken jointly on ----- and are recorded at pages ----- to ----- of measurement book No. -----.

Signature and
date of Contractor

Signature and
date of Architects
Representative (Seal)

Signature and
date of Site Engineer

The work recorded in the above-mentioned measurements has been done at the site satisfactorily as per tender drawings, conditions and specifications.

Architect

Signature and
date of Site Engineer

Signature of Contractor with Seal

**ACCOUNT OF SECURED ADVANCE, IF ADMISSIBLE ON
MATERIALS HELD AT SITE BY THE CONTRACTOR**

S.No.	Item	Quantity	Unit	Amount	Remarks
1	2	3	4	5	6

Total value of materials at Site.

Secured Advance @ ----- of above value - B

CERTIFIED:

- (i) That the materials mentioned above have actually been brought by the Contractor to the site of the work and on advance on any quantity of any of this item is outstanding on their security.
- (ii) That the materials (are of imperishable nature) and are all required by the Contractor for use in the work in connection with the items for which rates of finished work have been agreed upon.

Dated Signature of
Site Engineer
Preparing the bill
Rank -----

Date signature of
Banks Architects-----
(Name of the Architects)

Dated Signature of
the Contractor

Signature of Contractor with Seal

MEMORANDUM FOR PAYMENT

R/A BILL NO.

1.	Total value of work done since previous bill (A)			Rs. -----
2.	Total amount of secured advance due since Previous Bill (B)			Rs. -----
3.	Total amount due since Previous Bill (C) (A+B)			Rs. -----
4.	PVA on account of declaration in price of Steel, Cement and other materials and labour as detailed in separate statements enclosed.			Rs. -----
5.	Total amount due to the Contractor			Rs. -----
	<u>OBJECTIONS:</u>			
i)	Secured Advance paid in the previous R/A		Rs. -----	
ii)	Retention money on value of works as per accepted tenders upto date amount Rs.		Rs. -----	
	Less already recovered		Rs. -----	
	Balance to be recovered		Rs. -----	
iii)	Mobilization Advance, if any			
(a)	Outstanding amount (principal + interest) as on date		Rs. -----	
(b)	To be recovered in this bill		Rs. -----	

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iii.	Any other Departmental materials cost to be recovered as per contract, if any		Rs. -----	
iv.	Any other Departmental service charges to be recovered if any, as per contract (water, power etc.) enclose statement.		Rs. -----	
	Total Deduction as per contract (F)			Rs. -----
	Adjustments, if any ----- Amount less received by Contractor in ----- R/A Bill (as per statement of Contractor)		Rs. -----	
	P.V.A.		Rs. -----	
	Total amount payable as per contract (E+F+G)			Rs. -----
	(Rupees ----- in words)			

The bill amount to Rs. ----- (both figures and words) has been scrutinized by us after due checking of the measurements of work as required and is recommended for payment.

Date: -----

Signature of Architect
with Seal

The bill amount to Rs. ----- certified by Consultants has been scrutinized by me after due test checking of measurements of works as required and is recommended for payment for an amount of Rs.....

Date : -----

Signature of Owners
Engineer

Signature of Contractor with Seal

STATUTORY DEDUCTION:

i)	Total Amount due (E)	Rs. -----
ii)	Less I.T. Payable	Rs. -----
iii)	Less S.T. Payable	Rs. -----
	Net Payable	Rs. -----

This figures given in the Memorandum for payable has been verified and bill passed for payment ----- (in words and figures)

Date: -----

Signature of the AGM
(Premises)

Signature of Contractor with Seal

TECHNICAL SPECIFICATIONS

1.0 ELECTRICAL WORKS

1.1 The Contractor shall carry out and complete the Electrical work as per standard specifications / as stipulated in this contract and relevant IS recommendations in coordination with other agencies like Interior, AC and civil contractors and to the satisfaction of the Bank / Architect. The Architect with approval of Bank issue further written instructions, detailed directions and explanations with respect to the specifications, quality or quantity of works or the addition or omission or substitution of any work.

1.2 METER BOARD:

The Main DB/Meter Board shall be provided in the place free from leakages and in a covered location. The Meter Board shall be as per MSEDCL requirements and shall be fixed firmly on the wall. Any opening made in the wall for feeder cable entry should be sealed properly after installation to avoid entry of rodents and rain water. The meter Board shall be properly earthed as per the regulatory requirements.

1.3 LT PANEL INSTALLATION:

Panel shall be covered properly to prevent dust, contamination & damage during transportation. In case of damages during transportation or unloading etc, the same shall be rectified and made to perfection before installation. No excuse for delay on account of the above will be accepted.

For floor mounted panel, the exact location of the panel and fixing holes to be marked on the concrete plinth for the installation. Install the panel in proper alignment and fix properly. Tighten all the connections as required. Access around the panel to be provided as per regulatory requirements for future maintenance. Ensure the services like AC drain lines or water pipe lines or sewage lines are away from the panel or the panel is properly protected against any accidental leakages.

Incoming and outgoing cables shall be marked/identified as per approved drawing. All components of the panel shall be verified against the approved panel drawing for correct rating & size. Ensure that all internal connections are proper and loose connections are tightened. All breakers (incoming/outgoing) shall be in "OFF" position and to be locked to prevent mishandling

Before commissioning. All earth terminals of the panel are firmly connected to the designated earth pits with suitable size of GI strips as required. Check whether the metering equipment and indication lamps are working as desired and rectify the defects, if any. After installation, the panel shall be properly cleaned and protected to prevent dust & contamination.

1.4 INSTALLATION OF DBs:

All DBs wall mounting and floor mounted arrangement shall be in accordance with BOQ and the approved material. Ensure that painting of the wall is completed prior to marking and mounting of DB. Confirm label/markings to ensure that is the correct DB and check the

Signature of Contractor with Seal

position according to the approved layout and mark the fixing position of the DB's support. After marking, drill according to the selected sizes of anchor bolts to appropriate depth. Permanently fix the DB to the wall/slab with anchor bolts. If there is more than one DB to be installed at the same location, they shall be installed side by side and clearance shall be maintained for easy maintenance and trouble shooting. The height of Distribution Board shall be maintained so that easy access for termination of cables and other maintenance work can be carried out. Cut-out shall be made for inserting the wire in DB and same cut out shall be provided with a rubber gasket so that there will be no sharp edges and secure the wire insulation from damage.

Wire inserted in the DB shall be cross-checked for existing circuit number and final ferruling shall be done. Wire in DB shall be used cable tie and dress with bunching of the phase-neutral and earth and suitably lugged to the respective MCBs and Bus bar. Bunching shall be done as per phase separation respectively R, Y and B. After Crimping insulation sleeves shall be provided in the Wire/ Cable to avoid accidental short circuit between the adjacent terminals. DBs shall be provided with body earthing connections as per provisions available in the DB. Identifications labels of approved engraved type nameplate/Radium stickers of suitable font size shall be fixed on DB. After complete termination of wire/cable same DB compartment shall be cleaned before fixing the door.

When the DB is fixed on the partition care should be taken to ensure the holding capacity of the partition, to avoid the DB from falling and getting damaged or causing injury. The installation of DB shall be done in such a way to add to the ambience of the Branch. It shall be firmly fixed on the wall / partition.

1.5 LAYING OF LT CABLE

1.5.1 IN CABLE TRAY:

Wherever the cable trays are provided, the cables shall be laid in the cable tray. The cable shall be laid from one end of the route or any other suitable point as per site conditions. Wherever the cable needs to be bended, the cables bending radius shall conform to the cable manufacturer's recommendation. Prior to cable cutting, check both ends to make sure there is sufficient length for proper dressing and end termination. After cable laying is finished, all cables shall be tested for insulation resistance. Install the cable tags, dress the cables and clamp it as per the standards. Whenever, single core cables are used, Trefoil (three-foil formation) laying shall be used with single-core cables.

1.5.2 LAYING THE LT CABLE UNDERGROUND:

A trench of about 1.5 meters deep and 45 cm wide is dug. Then the trench is covered with a 10 cm thick layer of fine sand. The cable is laid over the sand bed. The sand bed protects the cable from the moisture from the ground. Then the laid cable is again covered with a layer of sand of about 10 cm thick. When multiple cables are to be laid in the same trench, a horizontal or verticle spacing of about 30 cm is provided to reduce the effect of mutual heating. Spacing between the cables also ensures a fault occurring on one cable does not damage the adjacent cable. The trench is then covered with bricks

and soil to protect the cable from mechanical injury. The LT Cable route markers shall be provided as per standards.

1.5.3 The end termination shall be provided as per the cable size. Unless specified, the termination shall be single compression type glands of proper size and lugs shall be suitable for termination as per the point of termination like switchgear terminals, Bus bar, terminal connectors etc. Only the respective metal lugs shall be used for termination. Aluminium lugs shall not be used to terminate in the copper bus bars or vice versa.

1.5.4 The cables from the Panel to DB or from Main DB to Sub DBs should be duly fixed with suitable size clamps if laid in the wall. If more number of cables are to be laid, then they shall be laid in cable trays of suitable size firmly fixed to the ceiling with threaded rods.

1.5.5 To avoid rodent menace, the contractor shall close all openings made by him in the wall, the unused knockout holes in the DB, Panels, Junction Boxes with suitable dummies, Blanking plates etc and also provide sufficient protection to the panels, DB. No claim for additional amount towards rectifying the work on account of damages caused by rodents will be entertained during the defects liability period.

1.6 CONDUITS:

Unless otherwise specified all wiring shall be in rigid PVC conduit embedded in wall, or ceiling or concealed in the false ceiling. The size of conduits shall be selected in accordance with the IS regulations and the minimum size of the conduit shall be 20 mm dia unless otherwise indicated or approved. Conduits shall be kept at minimum of 100 mm from the pipes of other non-electrical services.

Separate conduits and runways shall be used for:

1. Lighting system.
2. Power outlets.
3. Emergency light.
4. Telephone system.
5. Fire alarm system.
6. Sound / public address system.
7. Television system.
8. Computer system.

Wiring for short extensions to outlets in hung ceiling or to equipment, motors etc. shall be installed in flexible MS conduits. Otherwise rigid conduits shall be used. PVC conduits shall not be used in outdoor system. Conduits shall be free from sharp edges and burrs and grease or oil shall not be used for the purpose of pulling the wire. The entire system of conduits must be completely installed and rendered electrically continuous before the conductors are pulled in.

All PVC conduits shall be jointed with plain PVC couples using approved PVC jointing materials as recommended by the manufacturer. All joints shall be water tight. Junction between conduit and adaptable boxes, back outlet boxes, switch outlet boxes and the like must be provided with entry spouts and smooth PVC bushes.

Signature of Contractor with Seal

1.6.1 LAYING OF CONDUITS IN SURFACE:

Conduits run on surfaces shall be supported on galvanized / PVC saddles which in turn are properly screwed to the wall or ceiling. Saddles shall be at intervals of not more than 60 cm. Fixing screws shall be with round cheese head or and rustproof materials. Exposed conduits shall be neatly run parallel or at right angles to the wall of the building. Pull boxes must be provided at the right angles and at a distance of not exceeding 20 meter

1.6.2 CONCEALING THE CONDUITS IN THE WALL:

Conduits embedded into the walls shall be fixed by means of staples at not more than 60 cm intervals. Chase in the wall shall be neatly made and refilled after laying the conduit and brought to the finish of the wall. Chasing shall be done with the wall cutting machine. Hammer and chisel shall be used on chased portion to get uniform depth of 50 mm. Uniform depth of 50 mm shall be maintained on chased portion. Conceal Back box shall be installed by using cement mortar. Alignment of the back box shall be done by using a calibrated spirit level. PVC adaptor shall be used for connection between JB and conduit. PVC solvent shall be used. PVC solvent cement shall be applied on conduit before interconnection. Embedded JB shall be protected by covering with brown tape filled with jute/gunny bag. Cement mortar 1:5 ratio (1 portion of the cement+5 portion of sand) shall be used for patchwork in chased area. Chicken (wire) mesh and GI nails shall be used for all chasing width of the embedded conduit. Curing shall be carried out for a minimum of three days.

1.6.3 CONCEALING IN THE CONCRETE:

Conduits buried in concrete structure shall be put in position and securely fastened to the reinforcement and got approved by the consultant/Engineer before the concrete is poured. Proper care shall be taken to ensure that the conduits and boxes are neither dislocated nor choked at the time of pouring the concrete. Suitable fish wires shall be drawn in all conduits before they are embedded. Inspection boxes shall be provided for periodical inspection to facilitate draw and removal of cables. Such inspection boxes shall be flush with the wall in the case of recessed conduits. Inspection boxes shall be spaced at not more than 12 meters apart or two 90 degree solid bends or equal.

1.7 WIRING AND ACCESSORIES:

1.7.1 LAYING OF WIRES:

Unless otherwise specified all wires shall be FRLS PVC insulated single core, stranded copper conductor. All wires shall be colored as follows:

Phase R: Red Color of wire

Phase Y: Yellow Color of wire

Phase B: Blue Color of wire

Neutral: Black

Ground: Yellow Green or Green (One color only to be used for the complete Installation).

The size of wires shall be as indicated in the drawings or in the BOQ.

When more than one wires are installed in the same raceway, they should be pulled in the raceway at the same time. Use guide wires and similar equipment when wire pulling, to support the tension and avoid possible damage. Conductor splices must be enclosed in junction boxes. Use a minimum of 300mm of slack conductors inside DB and at each outlet as needed. Ensure proper wire installation in all boxes. After installation, the Wires Insulation Test should be conducted.

1.7.2 SWITCH BOARDS AND POWER OUTLET SOCKETS:

Switch Boards for light points, socket outlets, power outlets, pull / junction boxes shall be of galvanized steel, and shall be of shapes and size to suit their respective locations and installations and shall be provided with covers to suit their function and installation. All outlet boxes shall be provided with brass ground terminals. All junction boxes/pull boxes shall have suitable covers. Surface mounted outlet and junction boxes in the outdoor locations shall be of weatherproof. The surface mounted indoor boxes shall be of sheet steel painted or PVC for surface installation. For internal use Switches shall be of the grid assembly pattern with rocker operated switch units suitable for operation with inductive loads. Switches shall be either one way or two way as specified in the BOQ. Switch plates shall be of suitable shade and size as specified in BOQ or approved by Architect. Surface installation switches shall be provided with matching steel box.

1.7.3 CIRCUIT WIRING

Unless and otherwise specified in the BOQ, all sub main circuit conductor sizes for lighting and appliances, shall be as shown in the schedule of quantities. Each circuit phase wire from the distribution boards should be followed with a separate neutral wire of the same size as the circuit wire or as specified in the BOQ. For the light/fan point wiring individual phase, Neutral and Earth wires shall be run from the switch board to the

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respective ceiling rose. Looping of neutral and Earth wires for adjacent light points are not allowed except for the secondary points. For the secondary points Neutral and Earth looping should be done only from the respective primary points. This will avoid nuisance tripping of ELCB/RCCB in case of leakage and identifying the faulty circuit and rectifying will be easy. Each light point and outlet shall be identified with their circuit number and DB number with a label pasted on them. Flexible cords for connection to appliances, fans and pendants shall be 250/440V grade, three or four cores, with tinned stranded copper wires, insulated, twisted and sheathed with strengthening cord. If demanded by ARCHITECT, the contractor shall supply a certificate issued by the manufacturer of wires and switches stating origin, date of manufacture, batch number and standard to which it complies and the test certificates. Looping system of wiring shall be used. Wires shall not be jointed. Where joints are unavoidable, these shall be made through approved mechanical connector. 230 V power supply wiring shall be distinctly separate form any other different voltage system and lighting wiring.

1.7.4 CONTROL SWITCHES

Control switches shall be connected in the phase conductors only and shall be 'ON' when knob is down. Switches shall be fixed in galvanized steel boxes. Chromium plated screws shall be used. The rating of the Switches shall as per the BOQ.

For the UPS power sockets provided in the workstations and counters, the control switches shall be provided separately above the counter and the sockets below the counter.

1.7.5 TESTING OF ELECTRICAL WIRING SYSTEM

The entire installation shall be tested in accordance with IS regulations for:

1. Insulation resistance.
2. Earth continuity.
3. Polarity of single pole switches.

1.8 LIGHT FIXTURE INSTALLATION:

17.8.1 Inspect the site to install light fixtures as per approved lighting layout. If any mismatch is observed between the approved layout and the actual layout, please consult the Architect and replan the lighting layout to suit the actual site conditions.

If there is no false ceiling, chalk lines (geru powder cement colour removable type) shall be used to mark the spacing of light fixtures as per approved drawing. After marking, the light fitting support and accessories shall be fixed. Wires shall be connected to the connector of light fitting as per standard. Light fitting shall be mounted on the support fitted. Line level and final alignment shall be checked with line dori.

1.8.2 INSTALLATION OF LIGHT FIXTURES IN THE FALSE CEILING:

While installing light fixtures in the false ceiling, the contractor has to check the distance between the roof and the false ceiling and ensure that the sufficient height is available for fixing the light fixtures and if requires any change in the lighting layout. Any hindrance like beams, sewerage pipe lines, electrical cables etc. has to be informed to the Architect and necessary guidance obtained before installation. Support to hang the fixture to be provided in the roof with suitable length of chain links or GI wires of suitable size, as per recommendation of the light manufacturer. The supports shall be of sufficient length to enable change of location of fixtures to the adjacent grid/cutout, if required by Bank. The supports should not be fixed to the pipes or cables or electrical conduits running above the false ceiling. The Light fixtures should not be loosely laid on the false ceiling grid without any support.

1.8.3 In case of the Gypsum false ceiling, the marking shall be made in the false ceiling first as per the lighting layout and the cutout shall be made in coordination with the interior contractor. Wherever required, the suitable frame required have to provide by the contractor for the 2'x2' fixtures.

1.8.4 The cutouts for the light fixtures and down lighters shall be properly marked in the false ceiling to make the cutout neatly and as per the desired lighting layout. Nylon line dori shall be used to ensure that all light fixtures are in a straight line

1.8.5 If the works involves, some architectural features in the false ceiling, the contractor shall consult the interior contractor and ARCHITECT Engineers before installation of light fixtures, ceiling fans, laying of cables above false ceiling to avoid any damage or any hindrance to the proposed architectural features.

1.9 EARTH STRIPS / CABLE TRAYS:

1.9.1 GI/COPPER STRIP LAYING:

Before installation of GI and copper earth strip, the inspection shall be carried out to confirm size, quantity and galvanizing of GI strip. Arrangement shall be made for proper scaffold for strip laying on the tray. Check wall and beam finishing before strip clamping on the wall and beam. Ensure that all Earth strip installation are straight. The earth strip route and size shall be confirmed/verified with approved earthing drawing.

Ensure that there is no overlapping in strips at joints. Where required for Joint area, use "C" type holding clamp for avoiding gap between two strips. GI strip fixing inside cable tray with using of GI nut bolt at every 5 mtr.interval. Clamps shall be fixed at an interval of 1000mm. Copper to GI earth strip connection shall be done by using the bimetallic washer

1.9.2 EARTH STRIP LAYING BY WELDING ON WALL/SLAB.

Whenever longer length of Earth strips are to be installed on wall/ slab, the overlapping in strips at joints shall be minimum. Overlapping area to be properly welded and ensure no gap in the joint area. Approved PVC sleeve shall be provided to 50x6mm and 75x10mm GI earth strip wherever accessible areas such as inside substation, all embedded portion etc. Welding joints are cleaned with wire brush and then coated with Galva brite. All paint, scale and enamel shall be removed from the contact before the earthing connections are made. All sizes of GI strips shall be fixed by using GI clamp, GI spacer, and 35x8mm GI screw with PVC nylon fasteners (PVC Grip). Clamps shall be fixed at an interval of 1000mm (in case of wall/slab). The earthing for Equipment shall be tapped from the main earth conductor/strip. Equipment earthing shall be done by GI nut bolting. Ensure GI nut bolt shall be fully tightened at equipment earthing. GI strip laid underground shall be at depth of 500mm below finished grade level. All joint below ground level shall be welded by two coats of bitumen paint. All connections to the grounding grid shall be made with earthing strip welded to the grid and bolted at equipment ends. All joints and cut ends shall be properly painted with galvabrite.

1.9.3 CABLE TRAY INSTALLATION:

Cable tray supports and cable tray material shall confirm the size, quantity and quality as per technical specification. Cable tray routes shall be cleared of any debris. Necessary cable tray route and supports shall be checked as per approved drawings. If required, make suitable size opening in the wall for cable tray entry into the building. All accessories used such as joint plate, nut, bolts with washer, bends, reducers, etc. used in cable trays shall be of the same manufacturer as that of the cable trays. Necessary Scaffolding shall be arranged wherever applicable. Throughout the work execution, safety standards shall be followed.

Chalk lines (geru powder cement colour removable type) are used to mark the cable tray route at the deck slab. After marking of supports location, drill the hole & install anchor fastener. Ceiling bracket and top hat section shall be fixed on anchor fastener. Install the threaded rod supports using with ceiling bracket as per approved drawing. Check the vertical and horizontal alignment of threaded rod support by spirit level. Supports shall be installed at spacing not exceeding 1.5 meters and all branches, bends, Endpoints supports shall be installed as shown on the approved drawings. Nylon line dori will be used to ensure that all supports are in a straight line. After the installation of supports install the proper size cable tray and check the alignment using of line dhori & Sprit level. Two lengths of cable tray shall be connected with the joint plate. Minimum clearance shall be maintained between bottom of the tray and the ceiling. End cap to be provided at end cut portion of tray.

1.10 CORE CUT:

Core cut hole shall be carried out at the site as per the site requirement after consulting Civil Engineer. Ensure marking of core cut is in line of existing cut out at the floor above or below to have vertical alignment. If more than one Core cut is required, required spacing shall be provided. Centre of core cut to be drilled with drill machine to receive core bit of machine. This will avoid displacement of core machine bit. The Core cut Machine will be Fixed to Slab using Machine Clamp and anchor Fastener. Check that machine is firmed enough not to be displaced from its location. Check the electrical supply and run the machine with minimal force. Maintain proper gaps between adjacent core cuts to allow pipe jointing in future. Upon completion of the core cut, protect the Core cut hole using the ply piece.

1.11 CONCEALING INSIDE WALL/PARTITIONS/GROUND/CEILING:

1.11.1 The contractor shall give due notice to the Employer whenever any work like opening for the earth pits, underground laying of cables, concealing the conduit piping, cabling or any work is to be concealed in the wall/false ceiling/partitions or finished up or otherwise becoming inaccessible later on, in order that the work may be inspected and correct dimensions taken before concealing.

1.11.2 If the Contractor has concealed the items without informing ARCHITECT Engineer, the same shall be opened up for measurement and made good to the original finishing at the contractor's expenses. If the contractor refuses to do so, then the same will not be considered for measurement and no payment may be made for such materials.

1.11.3 The contractor shall not execute any extra work other than the Bank's or ARCHITECT's written instruction. No works, for which rates are not specifically mentioned in the price bid, shall be taken up without written permission of the Bank/ARCHITECT.

1.11.4 Should any dispute or differences arise after the execution of any work as to measurements etc., or other matters which cannot be conveniently tested or checked, the decision of ARCHITECT shall be accepted as correct and binding on the contractor.

1.11.5 It is the responsibility of the Contractor to arrange/provide the tools, ladder, stands or any other gadgets or supports required for the execution of the work at site and Bank will not provide or entertain such requests.

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LIST OF PREFERRED MAKE OF MATERIALS

(THE MAKE LISTED BELOW SHOULD BE FIRST APPROVED BY THE BANK BEFORE USE IN WORK)

<u>Sl. No.</u>	<u>Material Name.</u>	<u>Brand / Manufacturer / Recommended Make.</u>
1	Modular Switches / Sockets / Electronic Fan Regulators/ Pop up Boxes etc.	Siemens Delta Miro color / Legrand Myrius NextGen / Honeywell MK Blenze pro or Equivalent. (Color will be as finalised by Architect / bank)
2	1100V Grade PVC insulated FRLSH Copper wires.	Finolex / Polycab / V-Guard / RR Kable or Equivalent
3	PVC conduits & Accessories	20 / 25 mm dia 2.0mm thick Heavy guage Precision / Diamond / AKG / Polycab or Equivalent
4	MCB controlled combined power sockets with box	Legrand / Schneider / Hager / Siemens or Equivalent
5	MCBs / RCBO / RCCBS / MCB & MCCB Distribution boards (All should be same make among approved makes)	Legrand/Hager/Schneider-Acti9/ Siemens / L & T or Equivalent
6	MCCBs	Legrand / L&T / Hager / Schneider Acti9/ L & T or Equivalent
7	HT / LT Armoured Cables	CCI / Nicco / POLYCAB / GLOSTER / FINOLEX / V-GUARD / RR CABLES or Equivalent
8	Cable Glands	HMI / Comet / Dowell or Equivalent
9	Light Fixtures / Fittings	Philips / Wipro / Osram or Equivalent
10	DALI based smart control switches & Controllers	Philips / Wipro / Osram or Equivalent
11	BLDC Ceiling Fans	Crompton / Atomberg / Usha or Equivalent
12	Exhaust fans	Crompton / Usha / Orient OR Equivalent
13	Wall Fans (with metal body, blades and grill)	Crompton / Orient / Usha / V-Guard or equivalent
14	PA System Amplifiers	Philips / Ahuja / Bosch / Studio master or Equivalent
15	Speakers	Ahuja / Philips / Bosch / Studio master or Equivalent

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

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- 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 STATE BANK OF INDIA Engineer / Architect.

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 STATE BANK OF INDIA. The same will not be considered for payment.

MODE OF MEASUREMENT FOR PAYMENT

As specified in the price bid

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LIST OF I.S.CODES FOR INTERNAL ELECTRIFICATION INSTALLATIONS		
Sno	Description	IS Code
1.	EXTERNAL ELECTRIFICATION wiring installation (system voltage not exceeding 650V)	IS 732 – 1989
2.	Graphical symbols used in Electro-technology art-XI- Electrical Installation buildings	IS 2032-1969
3.	Fire safety of buildings (General) Electrical Installation	IS 1646-1961
4.	3 pin plugs and sockets	IS 1293
5.	Earthing	IS 3043-1966
6.	Fittings for electrical wiring	IS 2667/1964
7.	General and safety requirements for electric lighting fittings	IS 1913-1969
8.	Busbar ratings	IS 8084-1976
9.	On load change over switches	IS 4064-1978
10.	Panel shall comply with the latest Relevant Indian Standards and Electricity Rule and Regulations	IS-13947-1993
11.	The general construction shall for factory built assembled switchgear & control gear for voltage up to and including 1100 V AC	IS-8623-1977 (Part-1)
12.	DBS	IS-13947-1993
13.	The general construction for factory built assembled switchgear & control gear for voltage up to and including 1100 V AC	IS-8623-1977 (Part-1)
14.	The degree of protection shall be IP-42 for indoor application, IP-55 for kitchen and IP-65 for outdoor application.	
15.	Conduits for electrical installations, Part 3: Rigid plain conduits of insulating materials. General requirements [ETD 14: Electrical Wiring Accessories].	IS 9537-3 (1983)
16.	Fittings rigid non-metallic conduits [ETD 14: Electrical Wiring Accessories]	IS 3419 (1989)