



NITNO	
DATE	10/04/2025

**PART-A: TECHNICALBID**

**PROPOSED FIRE FIGHTING WORK FOR ADMINISTRATIVE OFFICE [A.O.],  
SHIMLA**

**INVITES**

**ON LINE UNIT ITEM RATE TENDERS**

**From**

**State Bank of India Empanelled Fire Fighting Vendors**

**FOR**

**FIRE FIGHTING WORK**

**FOR ADMINISTRATIVE OFFICE [A.O.], SHIMLA**

**Note-Entire tender document/NIT/Technicalbid should be uploaded on the Bank Web Site.**

**TENDERSUBMITTED BY:**

**NAME :** \_\_\_\_\_

**ADDRESS :** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**MAIL ADDRESS :**

**NAME & PHONE NO.  
OF CONTACT PERSON:**

## NOTICE INVITING TENDERS

**STATE BANK OF INDIA, ADMINISTRATIVE OFFICE, SHIMLA** invites **“Online / E- Tender ”** for captioned work from the STATE BANK OF INDIA eligible Empanelled contractors under appropriate category. Empanelled contractors who receive NIT from the service provider are only entitled to quote for this tender. Concepts of the tender are as under:

Part-1: Technical bid and

Part-2: EMD for captioned work shall be enclosed in two separate envelopes super-scribed with the respective contents (Technical Bid & EMD respectively) to be submitted on the same date and time. The **EMD** shall be enclosed in **separate envelope** and included in the technical bid

envelope. The details of tender are as under:

SN	Particulars	Details
1	Name of work	<b>E- REVERSE AUCTION TENDER FOR FIRE FIGHTING WORKS AT THE STATE BANK OF INDIA, ADMINISTRATIVE OFFICE, SHIMLA(HP).</b>
2	Nature of Work	<b>Fire Fighting Work</b> of Floors {+1 & +0} AO Office Shimla (HP)
3	Time allowed for completion	<b>90Days</b>
4	Estimated Cost	<b>Rs 1024782/-</b> <b>MSME/NSICREGN.CERTIFICATES ARE NOT ACCEPTED</b>
5	Earnest Money Deposit	<b>Rs 10247/-</b> <b>(Ten Thousand Two Hundred forty seven only)</b> by means of demand Draft / Pay Order (Valid for a period of 60 Days from the last date of submission of the tender) from any scheduled Nationalized Bank drawn in favor of State Bank Of India payable at <b>Shimla(HP)</b> .
6	Last date & time for submission of Technical Bid, Indicative Price Bid and EMD	<b>05-05-2025 up to 12:00 PM</b> Note: It is sole responsibility of the bidder to ensure submission of their Tender documents along with EMD by stipulated date and time at specified address failing which they will not be eligible to participate in Tendering process.
7	Initial Security Deposit	<b>2% including EMD submitted with the Tech. Bid.</b>
8	Submission of Price Bid	<b>Online to the service provider system.</b>
9	Date and Time of opening of Tender Document (Technical bid)	<b>Online on 05-05-2025 at 01:00 PM</b> <b>Chief Manager (HR)</b> <b>Administrative Office,</b> <b>State Bank of India,</b> <b>Shimla</b>
10	<b>Address at which the tenders are to be submitted</b>	On line submission of e-Tender (Including Technical Bid and Price Bid) up to <b>05-05-2025 up to 12:00 PM</b> a) at <a href="https://www.tenderwizard.com/SBIETENDER">https://www.tenderwizard.com/SBIETENDER</a> b) EMD & Technical Bid submission Address: <b>Chief Manager (HR)</b> <b>Administrative Office,</b> <b>State Bank of India,</b> <b>Shimla</b> <b>05-05-2025 Up to 12:00 PM</b>

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12	<b>Start bid</b> Price And Minimum Decrement Value For E- Ra. (Bidders Will Need To Quote On The Total Cost Of quote on the total cost of Project During E-Reverse Auction).	A copy of technical tender submitted with <b>EMD</b> , all pages duly signed with company seal <b>at Chief Manager (HR) Administrative Office, State Bank of India, Shimla(HP)</b> . Start Bid Price And Minimum Decrement Value Will Be Announced At The Time Of <b>E-Reverse Auction</b> .
13	<b>Duration of E-Reverse Auction</b>	60 Minutes+6Extensions Of 05 Minutes Each; Total Time: 60+30 Minutes = 90 Minutes. <b>(Please Note ,If No Bids Are Received During Any Extension, The E-Reverse Auction Will Terminate At That Very Extension.)</b>
14	No Condition/Stipulation In price bid Other Than Unconditional General Rebate Shall Be Accepted. Part-II (Price Bid) Of Those Bidders Will Be Opened Who Would Be L1 In The E-Reverse Auction Process. <b>The Contractors Can View The Tender Opening Details Through Their Respective Log- In Ids On The Above Mentioned E-Tender Portal (Website).</b>	
15	Defect Liability/ Warranty period	1-year from the date of installation for free replacement for any Manufacturing defect(excluding damages due to natural calamities).
16	Liquidated Damages	0.50% per week subject to max.5% of contract amount for delay in Completion of work.
17	Validity of offer	90 days from the date of opening of Price-bid
18	Value of Interim Certificate	No advance on materials / plant / machinery or mobilization advance shall be paid under any circumstances
19		<p><b>(i) ASD / APG shall be applicable, if the bid price is below 7.50% of the estimated cost put to tender.</b></p> <p><b>(ii) The Amount of such ASD/APG shall be the difference between 92.5% of estimate cost put to tender and the quoted price.</b></p> <p><b>(iii) Bank Guarantee or FDR receipt favoring our Bank but drawn on any other Nationalized Bank may also be accepted as ASD / APG.</b></p>
<b>20</b>	<b>Service Providers</b>	<p><b>M/s. Antares Systems Limited,</b> Registered Office: #24, Sudha Complex, 3rd Stage, 4th Block, Bangalore-560079,Karnataka. Help Desk: 7503347659 / 9044314492 / 9073677150/ 151/ 152/ 9674758506 / 9674758723/26 <b>ContactPersons:(Onworkingdays9AMto6PM)</b></p> <p><b>1. Mr.PraveshMobileNo.:+919044314492</b> <b>e-Mail:praveshmani.t@antaressystems.com</b></p> <p><b>2. Mr. Kushal Bose Mobile No.: +91</b> <b>9674758719 e-</b> <b>Mail:kushal.b@antaressystems.co</b></p>

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

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22. 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.

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

24. 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.

Yours faithfully,

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## **INSTRUCTIONS TO THE TENDERERS**

### **1. Scope of work**

**Fire Fighting works for State Bank of India, ADMINISTRATIVE OFFICE, SHIMLA (HP) situated on Second Floor and part Ground Floor.**

#### **2.1. Site and its location:**

The proposed work is to be carried out at Shimla (HP)

### **2. Tender documents**

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

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

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

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

The tender documents are not transferable.

### **3. Site Visit**

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

### **4. EARNEST MONEY DEPOSIT**

The tenderers are requested to submit the Earnest Money of **Rs 10247/- (Rs. Ten Thousand two hundred forty seven Only)** in the form of Demand Draft or Bankers' Cheque in favour of State Bank of India drawn on any Bank of India payable at Shimla (HP).

**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 shall be rejected.**

**No interest will be paid on the EMD.**

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

**EMD of successful tenderer will be retained as apart of security deposit.**

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## 5. Initial/Security Deposit

In the form of EMD by means of DD drawn in favour of SBI. Payable at Shimla (HP).

### 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 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 leaves 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 & Additional Security Deposit.**

## 6. Signing of contract Documents

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

## 7. 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.

## 8. Validity of tender

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

## 9. Liquidated Damages

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

## 10. Rate and prices: In case of item rate tender

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

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

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

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

Each pages shall be totaled and the grand total shall be given.

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

The SBI reserves their right 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 within its sole discretion without assigning any reason(s) for doing so and no claim / correspondence shall be entertained in this regard.

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

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## **LETTER OF UNDERTAKING (Annexure II)**

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

**To,**

**Chief Manager (HR)  
State Bank of India,  
Administrative Office, Shimla (HP)**

Dear Sir,

Having examined the drawings, specification, design and schedule of quantities relating to the works specified in the memorandum herein after 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 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	<b>Tender For Proposed Fire Fighting Works For State Bank of India Administrative Office Shimla (HP).</b>
(b)	Earnest Money	<b>Rs 10247/- (Rs. Ten Thousand two hundred forty seven only)</b> by means of Demand Draft / Pay Order (Valid for a period of 60 Days from the last date of submission of the tender) from any scheduled Nationalized Bank drawn in favor of State Bank Of India Payable in <b>Shimla (HP).</b>
(c)	Time allowed for completion of the Works from Seven day after the date of written Order or date of handing over of the site (Whichever is later) to commence the work	<b>90 days</b>

- 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 10247/- (Rs. Ten Thousand two hundred forty seven Only)** of the total tender amount as Earnest Money with the SBI which amount is not to bear any interest. Should I / We fail to execute the Contract when called up on 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 of clause 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 10% of the estimated cost), as a performance guarantee for due fulfillment 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.
- 4) I/We hereby, authorized SBI to cancel my/Our tender, to forfeit my EMD/ISD/ASD and to take further necessary action as

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deemed fit including debarring our firm from participating in SBI future tenders/de- paneling etc.I/ We understand that as per terms of this tender, the SBI may consider acceptingour tender in part or whole or may entrust the various workproposedinphases.We,therefore,undertakethatweshallnotraiseanyclaim/compensationintheeventualityof Bank deciding to drop any of the work from

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The scope of work of this tender at any stage during the contract period. Further, we also undertake to execute the work entrusted to us in phases on our approved rates and within stipulated time limit without any extra claim for price escalation as also provided for in the clause of "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) I/ **We, hereby agree that the tender amount quoted by us includes cost of dismantling and removal of any existing electrical works, like wires, computer points, panels, cables, fans, AC's etc. We will also execute all type of temporary shifting i.e. computer points, fans, cables and other electrical works for proper functioning of branch.**

- 7) Our Bankers are:

- I)
- II)

- 8) The names of partners of our firm are:

- i)
- ii)

Name of the partner of the firm Authorised to sign Or

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

the Power of Attorney should be attached)

Yours faithfully,  
Signature of  
Contractors.

Signature and addresses of  
Witnesses

- i)
- ii)

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## **Process Compliance Statement (Annexure II)**

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

To,

E-Procurement Technologies Ltd.(AuctionTiger) B-  
704 Wall Street - II,  
Opp.Orient Club,  
Nr.Gujarat College,Ahmedabad-380006.  
Gujarat State, India

Sub:TENDER FOR **Tender for Proposed Fire Fighting Works of State Bank of India,  
Administrative office Shimla(HP).**

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 under signed 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 auction platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the auction event.
- 5) We also confirm that we have a valid digital signature certificate issued by a valid Certifying Authority.
- 6) We also confirm that we will mail the price confirmation & breakup of four quoted prices as per Annexure III & Annexure IV within 24 hours of the completion of the 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 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 to eptl)

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## **GENERAL CONDITIONS OF CONTRACT**

### **Definitions:-**

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

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

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

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

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 kind to be provided, the obligations of the Contractor/Vendor hereunder and work to be done by the Contractor/ Vendor under the contract.

Engineer’ shall mean the representative Civil/Electrical Engineer of the SBI

‘Drawings’ shall mean the drawings prepared and issued by SBI or their Architects and referred to in the specifications and any modifications of such drawings as may be issued by the Engineer from time to time.

‘Contract value shall mean value of the entire work as stipulated in the letter of acceptance of tender subject such additions thereto or deduction therefrom as may be made under the provide herein after contained.

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

“Month” means calendar month.

“Week” means seven consecutive days.

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

SBI’s Engineer” shall mean The Civil/Electrical Engineer in-charge of the Project.

### **1.0 CLAUSE**

Total Security Deposit: The Total Security deposit comprise of

- a) **Earnest Money Deposit**
- b) Retention Money
- a) **Earnest Money Deposit-**
- b) **Rs 10247/- (Rs. Ten Thousand two hundred forty seven Only) by means of Demand Draft / Pay Order (Valid for a period of 60 Days from the last date of submission of the tender) from any scheduled Nationalized Bank drawn in favor of State Bank Of India Payable in Shimla (HP)**
- c) **Retention Money:-**

An amount @5% of the bill amount will be retained by the SBI from the bills and the same will be released by the SBI against Bank guarantee for equal amount issued by any Nationalized /Scheduled Bank in the SBI’s approved format valid for 1 year. The Bank guarantee shall be released only after

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Completion of warranty period of 1 year provided no complaint is received in the office chairs or the defects has been rectified by replacing the same satisfactorily.

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

## 2.0 Language

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

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 tenders shall be taken as correct.

## 3. Scope of Work:

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

## 4. Letter of Acceptance:

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

### Contract Agreement:

On receipt of intimation of the acceptance of tender from the SBI. The successful tenderer shall be bound to implement the contract and within 15 days thereof shall sign an agreement in a non-judicial stamp paper of appropriate value.

## 5. Ownership of drawings:

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

## 6. Detailed drawings and instructions:

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

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

## 8. Copies of agreement

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

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Contractor/Vendors.

**9.0 Liquidated damages:**

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

**10.0 Materials, Appliances and Employees**

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

**11.0 Permits, Laws and Regulations:**

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

**12.0 Setting out Work:**

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

**13.0 Protection of works and property:**

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

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

**14.0 Inspection of work:**

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

**15.0 Assignment and subletting**

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The whole of work included in the contract shall be executed the Contractor/ Vendor and he shall not directly entrust and engage or indirectly transfer, assign or underlet the contract or any part or share thereof or interest therein without the written consent of the SBI and no undertakings shall relieve the

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Contractor/Vendor from the responsibility of the Contractor/Vendor from active & superintendence of the work during its progress.

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

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

**ii) Samples**

All samples of adequate numbers, size, shades & patterns as per specifications shall be supplied by the Contractor/ Vendor without any extra charges. If certain items proposed to be used are of such nature that samples cannot be presented or prepared at the site, detailed literature/test certificate of the same shall be provided to the satisfaction of the SBI. Before submitting the sample/literature the Contractor/Vendor shall satisfy himself that the material/equipment for which he is submitting the sample / literature meet with the requirement of tender specifications.

Only when the samples are approved in writing by SBI the Contractor/Vendor shall proceed with the procurement and installation of the particular material / equipment. The approved samples shall be signed by SBI for identification and shall be kept on record at site office until the completion of the work for inspection/comparison at any time. SBI shall take reasonable time to approve the sample. Any delay that might occur in approving the samples for reasons of not meeting the specifications or other discrepancies in adequacy in furnishing samples of best qualities from various manufacturers and such other aspects causing delay on the approval of the materials / equipment etc. shall be to the account of the Contractor/ Vendor.

**iii) Cost of tests**

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

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

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

**18.0 Contractor/Vendor's superintendence**

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

**19.0 Quantities**

The bill of quantities (BOQ) unless 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.

**20.0 Work to be measured**

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

**21.0 Variations**

No alteration, omission or variation ordered in writing by SBI initiates the contract. In case the SBI

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thinks proper at any stage during the progress of work to make any alteration in, or addition to or omission from the works or any alteration in the kind or quality of the materials to be used therein, the SBI shall give notice thereof in writing to the Contractor/ Vendor shall confirm in writing within seven days of giving such oral instructions the contract shall alter to, add to, or omit from as the case may be in accordance with such notice but

the Contractor/ Vendor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the contract, stipulations, specifications or contract drawings without previous consent in writing of the SBI and the value of such extras, alterations, additions or omissions shall in all cases be determined by the SBI and the same shall be added to or deducted from the contract value, as the case may be.

## 22.0 Valuation of Variations

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

- a) (i) Then the 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) Then the net prices of the original tenders shall determine the value of the items omitted, provided if omissions do not vary the conditions under which any remaining items of work are carried out, otherwise the prices for the same shall be valued under sub Clause 'c' hereunder.
- c) Where the extra works are not of similar character and/or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items or works are carried out, then the Contractor/ Vendor shall within 7 days of the receipt of the letter of acceptance inform the SBI 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 SBI shall fix such rate or prices as in the circumstances in its opinion are reasonable and proper, based on the market rate.
- d) Where extra work cannot be properly measured or valued the Contractor/ Vendor shall be allowed day work prices at the net rates stated in the tender, of the BOQ or, if not, so stated then in accordance with the local day work rates and wages for the district; provided that in either case, vouchers specifying the daily time (and if required by the SBI) the workman's name and material employed be delivered for verification 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/ Vendor shall submit rates duly supported by rate analysis worked on the 'market rate basis for material, labour hire/running charges of equipment and wastages etc. plus 15% towards establishment charges, Contractor/ Vendor's overheads and profit. Such items shall, not be eligible for escalation.

## 23.0 Final measurement

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

## 24.0 Virtual Completion Certificate (VCC)

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

Upon the satisfactory fulfillment by the Contractor/ Vendor as stated above, the Contractor/ Vendor is entitled to apply to the SBI of satisfactory completion of work. Relative to which the completion certificate has been sought, the SBI 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/ Vendor liabilities under the contract including the Contractor/ Vendor's liability for defects liability nor shall the issuance of VCC in respect of the works or work at any site be construction as a waiver of any right or claim of the SBI against the Contractor/ Vendor in respect of work at the site and in respect of

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which the VCC has been issued.

**25.0 Commencement of Works:**

The date of commencement of the work will be reckoned as the date of work order or possession of site whichever is later.

**26.0 Time for completion**

Time is essence of the contract and shall be strictly observed by the Contractor/Vendor. The entire work shall be completed within a period of **90 calendar days** from the date of commencement.

**27.0 Extension of time**

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

**28.0 Rate of progress**

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

**29.0 Work during nights and holidays**

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

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

**30.0 No compensation or restriction of work**

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

Provided that the Vendor shall be paid the charges on the cartage of only materials actually and bona-fide brought to the site of the work by the Contractor/ Vendor and rendered surplus as a result of the abandonment, curtailment of the work or any portion thereof and then taken back by the Vendor, provided however that the SBI 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.

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

### 31.0 Suspension of work

- i) The Contractor/Vendor shall, on receipt of the order in writing of SBI (whose decision shall be final and binding on the Contractor/Vendor) suspend the progress of work or any part thereof for such time and in such manner as SBI may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of the following reasons:
  - a) On account of any default on the part of the Contractor/Vendor, or
  - b) For proper execution of the work or part thereof for reasons other than the default of the Vendor/Contractor, or
  - c) For safety of the work or part thereof.
 The Contractor/Vendor shall, during such suspension, properly protect and secure the work to the extent necessary and carry out the instructions given in that behalf by the SBI.
- ii) If the suspension is ordered for reasons (b) and (c) in sub-para (i) above:
 

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

### 32.0 Action when the whole security deposit is forfeited

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

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

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

### 33.0 Owner's right to terminate the contract

If the Contractor/ Vendor being an individual or a firm commit any 'Act of insolvency' or shall be adjusted an insolvent or being an incorporated company shall have an order for compulsory winding up voluntarily or subject to the supervision of Govt. and of the Official Assignee of the liquidator in such act of insolvency or winding up shall be unable within seven days after notice to him to do so,

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to show to the reasonable satisfaction of the SBI that he is able to carry out and fulfill the contract, and to dye security therefore if so required by the SBI

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

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

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

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

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

#### 34.0 Certificate of payment

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

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

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

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

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

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

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The Contractor shall not submit interim bills when the approximate value of work done by him is less than **Rs.8.00Lakh.**

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

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

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

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

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

### 35.0 A. Settlement of Disputes and Arbitration

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

- i) If the contractor considers that he is entitled to any extra payment or compensation in respect of the work so 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 Regional Manager 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. These said notices 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 Regional Manager 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 Regional Manager in writing in the manner and within the time aforesaid..

### B. Settlement of Disputes and Arbitration

The DGM(B&O) shall give his decision in writing on the claims notified by the receipt of the contractor may within 30 days of the receipt of the decision of the DGM(B&O) Submit his claim to the conciliating authority.

- i) 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 DGM(B&O) of the SBI for appointment of an arbitrator to adjudicate the notified claims falling which the claims of the contractor shall be deemed to have been considered absolutely barred and waived.
- ii) Except where the decision has become final, binding and conclusive in terms of the contract, all disputes or differences arising out of the notified claims of the contractor as aforesaid and all claims of the SBI shall be referred for adjudication through arbitration by the Sole Arbitrator appointed by the DGM(B&O). It will also be no objection to any such appointment that the Arbitrator so appointed is a SBI Officer and that he had to deal with the matters to which the Contract relates in the course of his duties as SBI. 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 DGM(B&O) of the SBI. 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.

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

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

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

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

### 36.0 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 the up to date rules laid down by the Bureau of Indian Standards. In the event any dispute / disagreement the decision of the SBI shall be final and binding on the contractor.

### 37.0 Maintenance of registers

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

- I) Register for secured advance
- II) Register for hindrance to work
- III) Register for running account bill
- IV) Register for labour

### 38.0 Force Majeure

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

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.

From the date of occurrence of a case of force majeure obligations of the party affected shall be suspended during the continuance of any inability so caused. With the cause itself and inability resulting there from having been removed, the agreed time 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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Should one or both parties be prevented from fulfilling the contractual obligations by state of force majeure lasting to a period of 6 months or more the two parties, shall mutually decide regarding the future execution of this agreement.

**39.0 Local laws, Acts Regulations:**

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

**Accidents**

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

(Signature of Authorised Signatory along with

Seal) Name of authorised signatory:

Designation of Authorised signatory:

List of Evidences enclosed:

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

Date:

Place

:

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## **ANNEXURE“Q”**

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

Restrictions under Rule 144 (XI) of General Financial Rules 2017 of Ministry of Finance, India order no. F. No6/18/2019/PPD dated 23<sup>rd</sup> July 2020

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

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

I/We hereby certify that we fully fill all requirements in this regard and are eligible to be considered.

(Signature of Authorized Signatory along with Seal)

Name of authorized signatory:

Designation of Authorized signatory:

List of Evidences enclosed:

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

2. ....

3. ....

4. ....

Date: Place:

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## **SPECIAL CONDITIONS OF CONTRACT**

### **1. The Technical Bid should contain the following:-**

- a. Technical Bid duly signed and sealed on each page.
- b. If any, The Authorization Certificate issued by the Bank's approved Principal Manufacturer only certifying that the tenderer is an Authorized Converter/Agency of their Company and they have been specifically authorized by them (i.e. OEM) to participate in the bidding process of SBI.
- c. If any, An undertaking from the Bank's approved OEM, in original, to the effect that in case their Authorised Agency/Converter is not able to perform contractual obligations for the project during the contract period, the Original Manufacturer shall own full responsibility to comply all contractual obligations relating the captioned work of SBI at their own (i.e. OEM's) risk cost and consequences.

The technical bid not accompanied by above mentioned any one or more documents shall be treated as non-responsive bid and the same shall be summarily disqualified. Moreover, such bidders shall not be allowed to participate in the submission of Indicative Price bidding followed by the E-reverse auction. No correspondence shall be entertained in this regard.

### **2. Taxes, duties, levies etc.:**

The rates quoted shall be inclusive of all taxes, duties, levies, royalties, fees, cess or charges in respect of the works but excluding GST which shall be payable over and above the approved rates as per actual. Variation of taxes, duties, fees, levies etc. (excluding GST) if any, till completion of work shall be deemed to be included in the quoted rates and no extra claim on this account in any case will be entertained. If a new tax or duty or levy or cess or royalty or octroi is imposed under a statutory law during the currency of contract the same shall be borne by the Contractor/ Vendor. **GST will however be paid by the SBI as applicable.**

3. The Contractor/Vendor shall study the schedule of items, technical specifications, drawings, design, etc. for its sufficiency considering all the regulations of local authorities and supply company and code of standard as applicable at the time of submitting the tender and shall bring to the notice of bank, addition or deletion, if any, in writing before due date of submission of tender.

### **4. 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.

### **5. Dimensions and levels**

All dimensions and levels shown on the drawings shall be verified by the contractor and the site and he will be held responsible for the accuracy and maintenance of all the dimensions and the levels. Figure dimensions are in all cases to be accepted and dimension shall be scaled. Large scaled details shall take precedence over small scaled drawings. In case of discrepancy the contractor shall ask for clarification from the Architect / consultant before proceeding with the work.

### **6. Notice of operation**

The contractor shall not carry out any important operation without the Consent in writing from the Architect/consultant:

### **7. Construction records**

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

### **8. 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 vegetation to trees, which may be endangered by the execution of the work or otherwise such permanent measures as may be required by the Architect to protect the tree structures.

### **9. 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.

#### **10. Waterpowerandotherfacilities**

- 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 tubewell/open well and bring water by means of tankers at his own cost for the purpose. The STATE BANK OF INDIA 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.
- c) The contractors for other trades directly appointed by the STATE BANK OF INDIA 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.

#### **11. 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.

#### **12. 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.

#### **13. Firefighting arrangements**

- i. The contractor shall provide suitable arrangement for firefighting 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. This equipment shall be provided at a 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 makes the following arrangements at his own cost but not limited to 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 equipment.
  - 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 fire fighting equipment.
  - f) General housekeeping.

#### **14. 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 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 be 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.

**15. 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.

**16. 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. -

**17. 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. 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.

**18. 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.

**19. Displaying the name of the work**

The contractor shall put up a name board of suitable size as directed by the architect/consultant indicating there in 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.

**20. 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 STATE BANK OF INDIA / Architect / Consultant. The contractor will make the changes made on these copies and return these copies to the architect / Consultant for their approval. In cases 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 incorporate 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 STATE BANK OF INDIA / 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.

**21. Approved make**

The contractor shall provide all materials from the list of approved makes at his own cost and also appoint the specialized agency for the waterproofing anti-termite, aluminum doors and windows and any other item as specified in the tender. The architect/consultant may approve any make/agency within the approved list as given in the tender after inspection of the sample/mock up.

**22. Excise duty, taxes, levies etc.;**

The contractor shall pay and be responsible for payment of all taxes, duties, levies, royalties, fees, cess or charges in respect of the works including but not limited to sales tax, tax on works contract excise duty, and octroi, payable in respect of materials, equipment plant and other things required for the contract. All of the aforesaid taxes, duties, levies, fees and charges shall be to the contractor's account and the STATE BANK OF

INDIA shall not be required to pay any additional or extra amount on this account. Variation of taxes, duties, fees, levies etc. if any, till completion of work shall be deemed to be included in the quoted rates and no extra amount on this account. Variation of taxes, duties, fees, levies etc. if any, 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 a statutory law during the currency of contract the same shall be borne by the contractor.

**23. Photographs:**

- The Contractor shall at his own expense supply to the Architects with duplicate hard copies of large photographs not less than 25cm. x 20cm. (10"x8") 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 at every important stage of construction.
- In addition to above, the contractor shall be bound to submit adequate no. of site photographs along with each Running Bill for the project clearing showing major progress of work measured and claimed therein failing which the Architect/ STATE BANK OF INDIA may consider returning the Bill to the contractor and no claim for delay on this account will be entertained.

## ARTICLES OF AGREEMENT

(On non-judicial Stamp Paper of Rs.500/-or as per latest Govt.Rules)

ARTICLES OF AGREEMENT made the \_date of\_ between STATE BANK OF INDIA, having its office at Mumbai hereinafter called "the Client" of the OnePart and

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WHEREAS the STATE BANK OF INDIA is desirous of

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\_and has caused specifications describing the work to be done to be prepared by STATE BANK OF INDIA.

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 work 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 or 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 **STATE BANK OF INDIA**, 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 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 and submit themselves to the said Conditions and perform the Agreements on their parts respectively in the said Conditions contained.

SIGNATURE OF CONTRACTOR & SEAL OF FIRM

- 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 STATE BANK OF INDIA 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 14<sup>th</sup> 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** subject to nevertheless the provisions for extension of time.
- 10) All payments by the SBI 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.

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)

SIGNATURE OF CONTRACTOR & SEAL OF FIRM

Address

\_\_\_\_\_  
(Witness) SIGNED

AND DELIVERED by the

\_\_\_\_\_  
by the  
(Contractor) (Signature of Contractors)

in the presence of:

Shri/Smt.\_\_\_\_\_(Signature of Witness)

Address

\_\_\_\_\_  
(Witness)

### 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 work 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 rungs shall not be more than 30 cm. When a ladder is used an extra man door 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 of 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 work shall be provided with welders' protective eye shield and gloves.
10. (i) No paint containing lead or lead product shall be used except in the form of paste ready made paint.  
(ii) Suitable face masks 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. Overall 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.



SAMPLE BUISNESS RULE DOCUMENT

BUISNESS RULE DOCUMENT OF ONLINE E-TENDER FOR  
**FOR PROPOSED Fire Fighting Works for State Bank of India,**  
AO Office Shimla (HP)

<b>BUYERNAME</b>	<b>STATEBANKOFINDIA</b>
<b>AUCTION TO BE CONDUCTEDBY</b>	M/s e-Procurement Technologies Ltd. B-704, Wall Street - II, Opp. Orient Club, Nr. Gujarat College, Ahmedabad - 380 006. Gujarat State, India Phone: +91 79 61200  <b>Auction Website:</b> <a href="https://etender.sbi">https://etender.sbi</a> <a href="https://etender.sbi/">https://etender.sbi/</a>
<b>DATE&amp;TIMEOFAUCTION</b> (Date and Time of E-reverse auction to be intimated after opening of technical bid)	Online Auction Date: Auction Time: One hour (With6extensionsof5mineach)
<b>DOCUMENTSATTACHED</b>	Business rules for Reverse Auction Terms & conditions of Reverse Auction )Annexure-I ) Process Compliance Statement (Annexure II) Price Confirmation Letter (Annexure III) Price breakup (Annexure IV) )Contact Information
<b>SPECIALINSTRUCTIONS</b>	<u>Bidding in the last minutes and seconds should be avoided in the bidders own interest Neither the Service Provider nor SBI will be responsible for any lapses /failure on the part of the Contractor/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.  
Forthesame,theusershavetoensurethattheyhaveWindowsXP(SP3)/WindowsVista /Windows 7installedintheirrespectivePC / Laptop.In caseofWindowsXP servicepack3, ifyou get any issueyoucaninstalltheSSLpatch,whichisavailableatourdownloadsectionofoure-Tender/e-Auction Portal and also at our corporate website [www.auctiontiger.net](http://www.auctiontiger.net) just below the label of "Download".

**(A) BusinessrulesforReverseAuction:**

SIGNATUREOFCONTRACTOR&SEALOFFIRM

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. ON-LINE BIDDING on INTERNET.

2. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
3. SBI will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on Internet.
4. SBI will inform the Contractor/ Vendor in writing in case reverse auction, the details of service provider to enable them to contact and get trained.
5. Business rules like event date, time, start price, bid decrement, extensions, etc. also will be communicated through service provider for compliance.
6. Contractor/Vendorshavetosendthemailthe complianceforminthe prescribedformat(provided by service provider) before start of Reverse auction. Without this the Contractor/ Vendor will not be eligible to participate in the event.
7. Reverseauctionwillbeconductedonscheduledate&time.
8. Attheendofreverseauctionevent,thelowestbiddervaluewillbeknownonthenetwork.
9. 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.
10. IncaseSBIdecidesnottogoforReverseauctionprocedureforthis tenderenquiry,thepricebids andprice impacts, ifanyalreadysubmittedandavailable with SBI shallbe openedasper SBI standard practice.
11. Thereverseauctionwill betreated as closedonlywhenthe bidding process gets closedin all respects forthe itemlistedin the tender.

**(B) Terms&conditionsofReverseAuction:**

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 Commercial Bid.

1. ComputerizedReverseauctionshallbeconductedbySBI,onpre-specifieddate,whilethe Contractor/ Vendors shall be quoting from their own offices/ place of their choice. Internetconnectivity and other paraphernalia requirements shall have to be ensured by Contractor/ Vendors themselves.IntheeventoffailureoftheirInternetconnectivity,(duetoanyreasonwhatsoeverit may be) it is the bidders' responsibility. In order to ward-off such contingent situation bidders arerequested to make allthe necessary arrangements/ alternatives such as back -up power supplywhatever required so that theyare able to circumvent such situation and still be able to participate inthe reverse auction successfully.Failure of power at the premises of Contractor/ Vendors during theReverseauctioncannotbe thecausefornotparticipatinginthereverseauction.Onaccountofthis 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 itbefore 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 hours of closing of auction as per the Annexure III & IV respectively.
7. **Procedure of Reverse Auction:**
  - i. Online English Reverse (noties) Auction {Reverse Auction}:
    - **OPENING PRICE & BID DECREMENT AMOUNT:** SBI will declare its Opening Price (OP), which shall be visible to the all Contractor/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 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 Bid in the last 5 minutes of Closing of the Auction, the auction shall get extended automatically for another 5 minutes. In case, there is no Bid in the last 5 minutes of closing of Auction, the 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 extensions of 5 Min. each.** However, Contractor/ 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 crashdown, power failure, etc.
8. Successful Contractor/ Vendor shall be required to submit the final prices, quoted during the English Reverse (noties) 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 (noties), 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. Bid 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.
11. **LOGIN 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:

- b. LeadingBidintheAuction
- c. BidPlacedbyyou
- d. AuctionOpeningPrice&biddecrementamount
- e. Yourrankintheauction

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. AUCTIONTYPE:1)EnglishReverseNoTiesAuction

21. AUCTIONWINNER:AttheendoftheReverseAuction,SBIwillevalluateallthebidssubmitted and will decide upon the winner.

22. OTHERTERMS&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.
- TheBiddershallnotdivulgeeitherhisBidsoranyotherexclusivedetailsofSBItoanyotherparty.
- SBI'sdecisiononawardofContractshallbefinalandbindingonalltheBidders.
- SBI along with ETL can decide to extend, reschedule or cancel any Auction. Any changes made bySBI and / or ETL, after the first posting will have to be accepted if the Bidder continues to access the site after that time.
- ETL shall not have any liability to Bidders for any interruption or delay in access to the siteirrespective of the cause.
- 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 systemsproblems,inabilitytousesthesystem,lossofelectronicinformationetc.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 & lose Time is as follows:

ITEM DESCRIPTION: XYZ

Item	Quantity	Opening Prices in Rs	Bid Decrement in Rs	Opening Time	Closing Time
<b>XYZ</b>	Package	Will be displayed On Auction screen	Will be displayed On Auction screen	As above	As above

**PROCESSTODECIDETHEWINNERI.E.L-1BIDDER:**

The following example will clarify the process to be followed by the SBI Pvt. Ltd. in the proposed reverse auction to decide the winner i.e. L-1:

Illustrative Example:

- The Indicative Price Bid shall be submitted by the various bidders in the following format:

S. No.	Item description	Quantity	Unit	Rate Per Unit (in Rupees) ***	Amount (IN Rupees) ***
(1)	(2)	(3)	(4)	(5)	(6)
1	ABC	6	Sq.mt.	100.00	600.00
2	EFG	1	Sq.mt.	50.00	50.00
3	HIJK	2	Sq.mt.	75.00	150.00
4	MNOP	3	Sq.mt.	100.00	300.00
<b>Total Tender amount (sum of Items 1 to 4) denoted by (A)</b>					<b>1100.00</b>

\*\*\*The prices and amount mentioned in the above table are only meant for "Illustration" and the same has no relevance to the actual Item-wise Indicative Price Bid required to be quoted by the bidders.

- The SBI shall decide, within its sole discretion, the “Start Bid Price” based on the lowest online “Indicative Bid Price” received against “(A)” in the table above which may be equal to or less than the factor “A” and the “Decremental value” by which bidders shall be permitted to reduce and revise their bid, if they desire to do so.
- At the end of the reverse auction process, suppose the winner (L-1 bidder) offer their final quote against “A” (i.e. Algebraic sum under Column no. 6 in the above table) as Rs,950.00 (denoted by “B” hereinafter), the K-Factor shall be determined as under:  $K = (B \div A)$

i.e.  $(950 \div 1100) = 0.864$

- The Final Item-wise rates of the L-1 bidders shall be evaluated by multiplying their Item-wise quoted rates in the Indicative Price Bid by the Factor “K” calculated as above (i.e. proportionately reducing Indicative quote for all the tender items). Accordingly, in the above illustration, the final prices of the winner shall be evaluated as under:

S.No.	Item description	Quantity	Unit	Rate Per Unit quoted in Indicative Price Bid (in Rupees)***	Factor “K”	Final Per Unit Rate (In Rupees)
(1)	(2)	(3)	(4)	(5)	(6)	(7) = (5)x(6)
1	ABC	6	Sq.mt.	600.00	0.864	518.18
2	EFG	1	Sq.mt.	50.00	0.864	43.18
3	HIJK	2	Sq.mt.	150.00	0.864	129.55
4	MNOP	3	Sq.mt.	300.00	0.864	259.09
	<b>Total amount worked out after reverse auction</b>					<b>950.00</b>

**(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: Agreement To The Process Related Terms And Conditions For Online Reverse

**Auction for**

TENDER FOR PROPOSED **FIRE FIGHTING WORK FOR STATE BANK OF INDIA-  
A.O. Office Shimla (HP)**

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 auction 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 as per Annexure III & Annexure IV within 24 hours of the completion of the 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 auction process.

With regards,

Date:

Signature with company seal Name:

Company / Organization:

Designation within Company /

Organization: Address of Company /

Organization:

(ScanitandsendtothisDocumenttoeptl)

**(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. (Auction Tiger) B-  
704, Wall Street - II,  
Opp. Orient Club,  
Nr. Gujarat College, Ahmedabad - 380  
006. Gujarat State, India

Sub: Final Price Quoted During Reverse Auction for

**TENDER FOR PROPOSED FIRE FIGHTING WORK FOR STATE BANK OF INDIA-  
Fire Fighting Works for State Bank of India, A.O. Office Shimla (HP)**

Dear Sir,

We confirm that we have quoted.

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

sincerely, For

Name:  
Company:  
Date: Seal:

(ScanitandsendtothisDocumentoneptl)

**(F) Price breakup (Annexure IV)**

Price Breakup as per tender document



TABLE-I

**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

TABLE-II

**PROFORMA FOR RUNNING A/C BILL**

i. Name of Contractor/Agency : ii. Name of Work  
 : iii. Sl.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 to 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. Net Value since previous bill

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

**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

Signature and date of Architect  
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

TABLE-III

**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

**MEMORANDUM FOR PAYMENT**

R/ABILLNO.

1. Total value of work done since Rs.-----  
previous bill (A)
2. Total amount of secured advance due Rs.-----  
since Previous Bill (B)
3. Total amount due since Previous Bill Rs.-----  
(C) (A+B)
4. PVA on account of declaration in price Rs.-----  
of Steel, Cement and other materials and labour as detailed in separate statements enclosed.
5. Total amount due to the Contractor Rs.-----

**OBJECTIONS:**

- i) Secured Advance paid in the previous Rs R/A
- ii) Retention money on value of works as Rs per accepted tenders up to date  
amount Rs.  
  
Less already recovered Rs.-----  
  
Balance to be recovered Rs.-----
- iii) Mobilization Advance, if any
  - (a) Outstanding amount (principal + Rs.-----  
interest) as on date
  - (b) To be recovered in this bill Rs.-----
- iii. Any other Departmental materials cost Rs.-----  
to be recovered as per contract, if any
- iv. Any other Departmental service Rs.-----  
charge to be recovered if any, as per contract (water, power etc.) enclose statement.

Total Deduction as per contract (F) Rs. ----- Adjustments, if any -----

----- Rs Amount less received by Contractor in  
- R/ABill (as per statement of  
Contractor)

P.V.A. Rs.-----

Total amount payable as per  
contract (E+F+G)

Rs.-----

(Rupees\_inwords)

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

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 (P&E).

SIGNATURE OF CONTRACTOR & SEAL OF FIRM