



PART – A: TECHNICAL BID

**TENDER FOR FURNISHING AND ALLIED WORKS AS PER BOQ FOR SBI,
ADMINISTRATIVE OFFICE, URBAN ESTATE PHASE-II, BATHINDA AND
OBTAINING OCCUPANCY CERTIFICATE FROM COMPETENT AUTHORITY**

TENDER SUBMITTED BY :

NAME : _____

ADDRESS : _____

E-MAIL ADDRESS : _____

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

**Architects:
DESIGN INNOVATIONS & CONSTRUCTORS
445, URBAN ESTATE PHASE II
BATHINDA**

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SECTION – I
NOTICE INVITING TENDERS

To

Sealed item rate tenders, in duplicate, are invited on behalf of

The Deputy General Manager,
State Bank of India, Administrative Office, Lakshya Building
1st floor, Amrik Singh Road, Bathinda – 151001

for the following work

1. Name of work : Tender and Reverse Auction for the
**FURNISHING AND ALLIED WORKS AS PER BOQ FOR SBI,
ADMINISTRATIVE OFFICE, URBAN ESTATE PHASE-II, BATHINDA AND
OBTAINING OCCUPANCY CERTIFICATE FROM COMPETENT
AUTHORITY**
2. Location of work : Urban Estate, Phase II, Bathinda
3. Estimated Cost : Rs. 3,04,63,000/
(Rs. Three Crore Four lacs sixty three thousands Only)
4. Time allowed for Completion : Four months (04 months)
5. Mobilization of Work : 15 days from issue of work order
6. Bid security Declaration : Bid security declaration form Annexure-I shall be
submitted along with tender document in lieu of earnest money
deposit. (Govt. of India office Memorandum note no F.9/4/2020-
PPD Dated 12 Nov. 2020). No tender shall be considered unless
the bid security declaration is submitted in the required format.
9. Last date & time of receipt of tender : **1.01.2022 at 2.00 PM**
10. Address at which the tenders are to be submitted : The Deputy General Manager
State Bank of India,
Administrative Office, Lakshya Building
1st Floor, Amrik Singh Road, Bathinda-151001
11. Date & Time of opening : **01.01.2022 at 2.30 PM**

Technical Bid of tender Vol-1

12. Date & Time of e-tendering Reverse auction : To be announced
13. Place of Opening of Tender : The Deputy General Manager
State Bank of India,
Administrative Office, Lakshya Building,
1st Floor, Amrik Singh Road, Bathinda-151001
14. Defects Liability Period : 12 months after completion of the work
15. Validity of offer : 360 (Three hundred and sixty) days from the date of opening price bid
16. Liquidated Damage : 0.5% of the accepted contracted sum per week subject to a maximum of 5% of contracted sum for the delay on part of the contractor.
17. Value of Interim Certificate : Rs.76,00,000/- (Rupees Seventy Lakh only) excluding secured advance against material, if any (minimum).
18. Retention money : An amount @ 3% 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 completion of warranty period of 1year provided either no complaint is received or the defects has been rectified by removal 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 advance shall be paid in any circumstances.

19. 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 leave the job incomplete, the bank will be at liberty to recover the dues from ASD or to forfeit such ASD as the case may be within its sole discretion.

22. Pre & Post NOC from : All NOC on the shop Drawings before Competent Authority starting the execution shall be arranged and taken by the Contractor & submit the same to Bank after due approval from project Architect. After completion all works NOC shall be arranged & taken by the contractor from Competent Licensing Authority (PB) and submit the same to the Bank.

22. 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.

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

23. Scope of Work: **FURNISHING AND ALLIED WORKS AS PER BOQ FOR SBI, ADMINISTRATIVE OFFICE, URBAN ESTATE PHASE-II, BATHINDA AND OBTAINING OCCUPANCY CERTIFICATE FROM COMPETENT AUTHORITY.**

24 . Submission of Tender:

(i) The sealed tender consisting covering letter, bid security declaration form as at Annexure-I & other tender terms & conditions, shall be submitted, in the office of the DGM, State Bank of India, Administrative Office, Lakshya Building, 1st floor, Amrik Singh Road, Bathinda on or before the last date and time as specified above.

(ii) All the documents must be signed at every page. The tenderers rubber stamp shall be affixed at required places. The sealed cover shall be super- scribed as follows:

TENDER FOR FURNISHING AND ALLIED WORKS AS PER BOQ FOR SBI, ADMINISTRATIVE OFFICE, URBAN ESTATE PHASE-II, BATHINDA AND OBTAINING OCCUPANCY CERTIFICATE FROM COMPETENT AUTHORITY

Tenders shall be submitted on or before **02.00 PM on or before 01.01.2022 to** the address given above. Tenders received after the stipulated time above will not be considered & no extension of time be given on any account for submission of the tenders.

25. The Technical Bid shall be opened in the office of the DGM, State Bank of India, Administrative Office, Lakshya Building, 1 st Floor, Amrik Singh Road, Bathinda, at 02.30 PM on 01.01.2022 in the presence of tenderers who may choose to be present. Upto maximum two authorized representative of the tenderer may be present for the purpose.

26. As time is the essence of a contract, the time allowed for the completion of the work is 04 months from the 14th day after the date of written order to commence work.

i) Every tender shall be accompanied by Bid security declaration form as at Annexure-I & other tender terms & conditions. Each and every page of tender document has to be sealed and signed by the bidders. Successful bidders shall enter into process of reverse auction. Lowest bidder shall be awarded the work on fulfillment of Bank's laid criteria for award of work.

SECTION – II
PRE-QUALIFICATION DOCUMENT

ELIGIBILITY CRITERIA

1. Applicant must have its office in the state of Punjab or tricity of Chandigarh, Mohali and Panchkula. Proof of office address must be enclosed with application.
2. Applicant must have completed
 - a). **One similar work of value Rs 2,43,70,400/**
 - b) **Two similar works of Value Rs 1,52,31,500/**
 - c) **Three similar works of Value Rs 1,21,85,200**during last 7 years from the date of closing of this tender.

Note: i. **Definition of similar works:** All qualitative successful completion of WORKS of specified magnitude for Central Government Department/State– Govt Dept/Semi Govt dept/PSU/MNC'S which are acceptable to Bank.

- ii) **The works executed under sub-contracts will not be considered.**
- iii) **The maintenance works (AMC, Hiring) will not be considered for evaluation.**
- iv) **The work order value should be exclusive of GST.**

3. The applicants should have valid **PAN, GST, ESI, EPF numbers & Digital Signature Certificate of Class-3.**

4. The applicant/firm should not be blacklisted or included in negative list or terminated of their services in the past by any scheduled Bank/ PSU/Corporate body/Govt. body. No partner / proprietor of the applicant should have been a director/ Partner/ Proprietor in an entity that has been blacklisted or included in negative list in the past by any scheduled Bank/PSU/Corporate body/ Govt. body. An undertaking / Certificate to this effect should be submitted in the application. If the Bank finds the undertaking / Certificate provided by the applicant to be false/forged at any time, including during the term of the empanelment (If empaneled), the applicant will be immediately disqualified/terminated by the Bank.

5. If any company/Firm Director/Partner having more than one company/ Joint Venture/ Sister Concern, bidders should apply for each trade in the name of any one of Single Company/ Joint Venture/ Sister Concern Only. If we found more than one application from the same/ common Promotor, Partner, Proprietor, Director, Then the Bank reserve its right for summarily reject the other company applications.

9. The applicant/ applicant firm not be insolvent.

10 The applicant/ applicant firm must not have made loss in the last five years.

11. **Average annual turnover of the applicant/ applicant firm for last three financial years should not be less than Rs 91,38,900/**

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With Seal

(I) GENERAL CONDITIONS:

- (i) **The contractors/vendors empaneled by/SBI in the past need to apply afresh, else they wont be considered for this tender.**
- (ii) The applicant must submit sufficient documentary evidence/work completion certificates etc. meeting the above-mentioned criteria from the Govt./Semi-Govt./PSUs/ Banks/ MNC/ Financial Institutions during last 5 or 7 years (as stipulated in table 'A').
- (iii) The applicant should be bonafide resourceful and well experienced contractor/agency/firm registered with Banks/PWD/CPWD/MES/RLY/PSUs/ MNC for carrying out the captioned works for pre-qualification at different places in and around the state of Punjab.
- (iv) The applicant should not have been disqualified / debarred / terminated on account of poor or unsatisfactory performance / blacklisted from any Governments, Semi-governments, PSUs, Banks or any other organizations including any of the Offices/Branch of State Bank of India/SBI/IMS during last 7 years from the date of publication / application of this notice. A suitable declaration to be submitted on the Letter Head of the Firm duly signed by the Authorized Signatory only. The application of disqualified/debarred/blacklisted/terminated on account of poor or unsatisfactory performance applicants shall be summarily rejected.
- (v) The Bank may choose to carry out physical inspection of works mentioned by the applicants in their application forms in addition to calling for confidential reports from the respective employer/department to ascertain their capability and quality of works.
- (vi) The contractors should be equipped with necessary infrastructure like building construction equipment, machinery and tools, labour strength, etc.
- (vii) The contractor is required to submit their PAN No, GSTIN Registration details of firm with GSTIN No. etc. with supporting documents in the portal specified.
- (viii) The contractors should upload the registration details for the EPF, ESI and the Labour license details under the Labour Contract Act. Further, the selected contractors shall be bound to make payment to their workmen through their Bank account and preferably to have their Bank account in State Bank of India branches.
- (ix) Preference will be given to those contractors who have history of timely completion of works/projects taken during the last 7 years. The contractor prone to delay the projects without valid reasons may be disqualified by the Bank within its sole discretion.
- (x) For assessing the Annual Turnover of the last 3 years, contractor must submit valid documents viz copy of Income Tax Return, copies of IT assessment order, Profit & Loss Account and Audited Balance Sheet for the last 3 years.
- (xi) The firm/ contractor should be profit making during last three financial years ending 31.03.2021

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With Seal

- (xii) The applicants shall agree and authorize the Bank/SBI to obtain the confidential report from the clients of the applicant contractors, to obtain credit opinion from the Bankers and to verify the works executed by the contractors.
- (xiii) All the pages of application shall be duly signed with stamp of firm.
- (xiv) The intending applicants are categorically advised to submit the pre qualification documents strictly in the attached formats only. The information required should be neatly filled/typed in **each and every columns and rows** of the Formats.
The applications submitted with "partially filled formats" not containing desired information in each and every columns/points/row of various annexures shall be treated as INCOMPLETE and such applications shall be summarily rejected without any reference to the applicant and at the applicant's risk and responsibility.
- (xv) All the details must be incorporated in the application form downloaded from the State Bank of India's website/<https://etender.sbi>.
- (xvi) The pre qualification criteria mentioned above is minimum. Thus, the pre qualification of contractor shall be considered purely on merits, performance of the contractor in timely execution of the project with quality, feedback/confidential reports of the firms/applicant received from other employers etc. Hence, merely fulfilling the prescribed minimum pre qualification criteria shall not entitle the contractor for their empanelment with the Bank/SBI.
- (xvii) Canvassing in any form including bringing influence from any person/ agency/ Officials/ authorities shall lead to disqualification for the empanelment exercise.
- (xviii) The Bank/ SBI reserves the right to accept or reject any or all the applications without assigning any reason thereof and no correspondence will be entertained in this regard

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APPLICATION FORM
TO BE FILLED BY THE APPLICANT

SINo		Please fill the Data (Do not mention as enclosed/Yes/No/Submitted, etc.)	Type of Document to be enclosed	Attachment at Page no
	Category Applied For			
1.	Name of the Firm			
2.	Constitution of the Firm (Proprietorship/Partnership/Company)			
3.	Date, month & year of Establishment of the firm		Establishment /companies registration/ partnership deed	
4.	Registration number with (Copy of valid registration to be enclosed.)		Copy of valid registration to be enclosed	
5.	GST Number		GST	
6.	PAN Number		PAN	
7.	ESI Number		ESI	
8.	EPF Number		EPF	
9.	MSE Registration, if some mention number & date (in same trade)		Enclose MSE valid certificate	
10.	Weather Startup firm, if so please furnish the number and date.		Enclose valid certificate	
11.	Contact person name			
12.	Mobile Numbers & Telephone numbers			
13.	Email ID			
14.	Registered Office Address			
15.	Communication Address			
16.	Local Address in Punjab / tricity		Enclose valid proof	
17.	Name of Partners/Associates/Directors			
18.	Bio-data of Partners/ Associates/Directors. Bio-data to be given in the Uploaded format		Submit Attachment	
19.	Bankers Name & Details			
20.	Weather registered/ empaneled with Central Govt./State Govt./Financial Institutions/PSU's/MNC, furnish their names category and date of registration.		Enclose letters of empanelment	

Signature of Contractor With Seal

21.	Declaration regarding near relatives working in the Bank		Annexure 'A'	
22.	Names and addresses of the persons who will be in position to certify about the quality as well as performance of your organization.		Annexure 'B'	
23.	Information relating to whether any litigation is pending before any Arbitrator for adjudication of any litigation or else any litigation was disposed during last 7 years by an arbitrator. If so, submit the details.		Annexure 'C'	
24.	Declaration under Rule 144 (XI) of General Financial Rules of 2017 vide order No. F. No.6/8/2019/PPD dated 23 July 2020`		Annexure 'D'	
25.	List of major works completed during the last 7 years i.e. from 1 st April 2014 to 31 st March 2021		Annexure-'E'	
26.	List of Major works on hand as on 31.03.2021		Annexure-'F'	
27.	Amount of service tax/GST paid yearwise during last 3 financial years ending on 31 st March of the current year with income tax return Form ST-3 as document proof		Enclose ST-3 form	
28.	Turnover			
29.	FY 2020-21	₹	Certificate issued by CA/ Profit & Loss statement	
30.	FY 2019-20	₹	Certificate issued by CA/ Profit & Loss statement	
31.	FY 2018-19	₹	Certificate issued by CA/ Profit & Loss statement	
32.	WORK-1:(mandatory)			
	<u>(i). Work Order Details for Work-1</u>			
	(a) Name of the Work		Work order(work-1)	
	(b) Work Order No			
	(c) Work Order Amount			
	(d) Work Order Date			
	<u>(ii). Work Completion Details for Work-1</u>			
	(a) Work Completion Value		Completion Certificate(work-1)	
	(b) Work Completion Date			
	(c) Client Name			
(d) Client Address				

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	(e)ClientMobileNumberandlandline			
	(f)ClientofficialemailID:			
33.	WORK-2:(optional)			
	<u>(i).WorkOrderDetailsforWork-2</u>			
	(a)NameoftheWork		Work order(work-2)	
	(b)WorkOrderNo			
	(c)WorkOrderAmount			
	(d)WorkOrderDate			
	<u>(ii).Work CompletionDetailsforWork-2</u>			
	(a)WorkCompletionValue		CompletionCertificate(work-2)	
	(b)WorkCompletionDate			
	(c)Client Name			
	(d)ClientAddress			
	(e)ClientMobileNumberandlandline			
	(f)ClientofficialemailID:			
34.	WORK-3(optional)			
	<u>(i).WorkOrderDetailsforWork-3</u>			
	(a)NameoftheWork		Work order(work-3)	
	(b)WorkOrderNo			
	(c)WorkOrderAmount			
	(d)WorkOrderDate			
	<u>(ii).Work CompletionDetailsforWork-3</u>			
	(a)WorkCompletionValue		CompletionCertificate(work-3)	
	(b)WorkCompletionDate			
	(c)Client Name			
	(d)ClientAddress			
	(e)ClientMobileNumberandlandline			
	(f)ClientofficialemailID:			
35..	WORK-4(optional)			
	<u>(i).WorkOrderDetailsforWork-4</u>			
	(a)NameoftheWork		Work order(work-4)	
	(b)WorkOrderNo			
	(c)WorkOrderAmount			
	(d)WorkOrderDate			
	<u>(ii).Work CompletionDetailsforWork-4</u>			
	(a)WorkCompletionValue		CompletionCertificate(work-4)	
	(b)WorkCompletionDate			
	(c)Client Name			
	(d)ClientAddress			
	(e)ClientMobileNumberandlandline			
	(f)ClientofficialemailID:			
36.	WORK-5(optional)			
	<u>(i).WorkOrderDetailsforWork-5</u>			
	(a)NameoftheWork		Work order(work-5)	
	(b)WorkOrderNo			
	(c)WorkOrderAmount			
	(d)WorkOrderDate			

SignatureofContractor
WithSeal

	<u>(ii).Work CompletionDetailsforWork-5</u>			
	(a)WorkCompletionValue		CompletionCerti ficate(work-5)	
	(b)WorkCompletionDate			
	(c)Client Name			
	(d)ClientAddress			
	(e)ClientMobileNumberandlandline			
	(f)ClientofficialemailID:			
37..	SignedcopyofDeclaration		Annexure-“G”	
38..	Details of Key Employees also mentiontotalnumberofemployeesintheorganization		Annexure-“H”	
39..	SignedcopyofApplication		SignedcopyofEmp anelment Notice	

Signaturewithseal

Name:

Place:Date:

SignatureofContractor
WithSeal

ANNEXURE-A

DECLARATION REGARDING NEAR RELATIVES WORKING IN THE STATE BANK OF INDIA

I/We.....S/o/D/o.....
.....Residing at
.....

.....hereby certify that none of our relatives(s) as defined in the Tender document is/are employed in the State Bank of India as per details given in tender document. In case at any stage, it is found that the information given by me is false/incorrect, the State Bank of India shall have the absolute right to take any action as deemed fit, without any prior intimation to me.

(The near relatives are members of a Hindu undivided family/husband and wife/ the one related to the other in the manner as father, mother, son(s) and son's wife (daughter-in-law), daughter(s), husband (son-in-law), brother(s) and brother's wife, sister(s) & sister's husband (brother-in-law).

Place:

Date :

Signature of Applicant with Seal

Name in Capital Letters:

Address:

Signature of Contractor
With Seal

ANNEXURE-B

DETAILS OF THREE RESPONSIBLE CLIENTS / PERSONS TO WHOM THE MAJOR WORKS CARRIED OUT BY THE APPLICANT

S. No.	Name of the Official	Organization & Address	Contact Numbers	E-mail ID

(Add separate sheet if required)

Notes:

1. Information has to be filled up specifically in this format.
2. Indicate other points, if any, to show your technical competence to indicate any important point in your favour.

Name of Authorized Signatory

Sign & seal of the applicant

Signature of Contractor
With Seal

ANNEXURE–C

**DETAILS OF LITIGATION / ARBITRATION CASES RESULTING FROM THE CONTRACTS
EXECUTED IN THE LAST SEVEN YEARS OR CURRENTLY UNDER EXECUTION**

Year	Award for or against Applicant	Name of Client	Cause of Litigation and Matter of Dispute	Disputed Amount	Actual Awarded Amount

(Add separate sheet if required)

Notes:

1. Information has to be filled up specifically in this format.
2. Indicate other points, if any, to show your technical competence to indicate any important point in your favour.

Name of Authorized Signatory

Sign & seal of the applicant

Signature of Contractor
With Seal

ANNEXURE–D

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 23rd 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 fulfil all requirements in this regard and are eligible to be considered. (Signature of Authorised Signatory along with Seal)

Name of authorised signatory:

Designation of Authorised signatory:

List of Evidence enclosed:

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

2.....

3.....

4.....

Date:

Place:

Signature of Contractor
With Seal

ANNEXURE-E

**LIST OF MAJOR WORKS EXECUTED AND COMPLETED IN
CENTRAL GOVT./STATE GOVT./FINANCIAL INSTITUTIONS/PSUs/MNC DURING LAST 7
YEARS**

(Enclose supporting documents i.e. Work order and Satisfactory Completion Certificate Obtained from the Clients)

S. No.	Name of Work	Work executed for (Name of the Organization with Brief Address of Concerned Office & Contact No.)	Nature of Work	Location of the Work	Actual Value of the Work	Stipulated Date/Time for Completion	Actual Date/Time for Completion	If Work Left Incomplete or Terminated (Furnish reasons)

(Add separate sheet if required)

Note:

1. Information has to be filled up specifically in this format.
2. For certificates, the issuing authority shall not be less than an Executive in charge.

Name of Authorized Signatory

Sign & seal of the applicant

Signature of Contractor
With Seal

ANNEXURE-F

LIST OF MAJOR WORKS UNDER EXECUTION/IN HAND

(Enclose Copies of Work Orders Issued by Clients)

S. No.	Name of Work	Work being executed for (Name of the Organisation with Brief Address of concerned office & Contact No.)	Nature of Work	Location of the Work	Actual Value of the Work	Date of Commencement	Likely Date of Completion	If Work Left Incomplete or Terminated (Furnish reasons)

(Add separate sheet if required)

Note:

1. Information has to be filled up specifically in this format.

Name of Authorized Signatory

Sign & seal of the applicant

Signature of Contractor
With Seal

ANNEXURE-G

DECLARATION

1. All the information furnished by me/us here above is correct to the best of my knowledge and belief.
2. I/We have no objection if enquiries are made about the work listed by me/ us in the accompanying sheets/annexures.
3. I/We agree that the decision of Bank in selection of contractors will be final and binding to me/us
4. I/We hereby confirm that our firm/agency/company has not been disqualified / debarred /blacklisted by any Governments, Semi-governments, PSUs, Banks including any of the Offices/Branch of State Bank of India anywhere in India during last 7 year from the date of application.
5. I hereby confirm that all information, particulars, copies of certificates & testimonials in connection with my empanelment are correct and genuine. I am, therefore, liable to face appropriate actions as deemed fit by the Bank in the event of any of the information, particulars, copies of certificates and testimonials are not found correct and genuine.

Place:

Signature of the contractor with seal

te:

With Seal

Signature of Contractor

ANNEXURE-H

DETAILS OF KEY PERSONNEL (PERMANENT EMPLOYEE), GIVING DETAILS ABOUT THEIR TECHNICAL QUALIFICATION & EXPERIENCE INCLUDING THEIR IN-HOUSE ESTABLISHMENT

(Add separate sheet if required)

S. No.	Name	Qualification	Experience	Particulars of Work Done	Employed in Your Firm Since	EPF No.

Total Number of employees in the organization: _____

Notes:

1. Information has to be filled up specifically in this format.
2. Indicate other points, if any, to show your technical competence to indicate any important point in your favour.

Name of Authorized Signatory

Sign & seal of the applicant

SECTION III **INSTRUCTIONS TO THE TENDERERS**

1.0 Scope of work

FURNISHING AND ALLIED WORKS AS PER BOQ FOR SBI, ADMINISTRATIVE OFFICE, URBAN ESTATE PHASE-II, BATHINDA AND OBTAINING OCCUPANCY CERTIFICATE FROM COMPETENT AUTHORITY. The Bidders are advised to visit the site and note the available facilities and infrastructure. The Bank shall not be liable for providing any additional facility than the available infrastructure.

The contractor also needs to ensure that there is no damage to the Bank's existing infrastructure (viz: Flooring, Lifts, Glazing, washroom installations and general housekeeping) during the course of execution of his work. Any damage made by the furnishing contractor or his work force shall be liable to be made in original shape at their cost only.

2.0 Tender documents

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

- Instructions totenderers
- General conditions ofContract
- Special conditions of Contract
- Technical Specifications
- Pricebid

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

- a. PriceBid
- b. Technicalspecifications
- c. Special conditions ofcontract
- d. General conditions ofcontract
- e. Instructions toTenderers

2.3 The tender documents are nottransferable.

3.1 SiteVisit

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

The tenderer shall be solely responsible for considering the financial effect of any or all the factors while submitting his tender. The size of shafts and floor to floor height may be confirmed by the bidder before participating in the bid.

4.1 Bid Security Declaration

4.2 The tenderers are requested to submit the bid security declaration form in lieu of Earnest Money Deposit (as per instruction of govt. of India Memorandum note no F.9/4/2020-PPD Dated 12 Nov. 2020).

5.0 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 tenders by the Bank will constitute a binding agreement between the Bank and successful tenderer whether such formal agreement is subsequently entered into or not.

6.0 Completion Period

Time is essence of the contract. The work should be completed in all respect accordance with the terms of contract within a period of Four Months (4 months) from the date of commencement of work.

7.0 Validity of tender

Tenders shall remain valid and open for acceptance for a period of 90 days from the date of opening price bid. If the tenderer withdraws his/her offer during the value period or makes modifications in his/her original offer which are not acceptable to Bank without prejudice to any other right or remedy the Bank shall act accordingly to the Bid Security declaration (as per instruction of Govt. of India office Memorandum note No. F.9/4/2020-PPD Dated 12 Nov. 2020).

8.0 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.

9.0 Rate and prices:

9.1 In case of item rate tender

9.1.1 The tenderers 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 the requisite 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.

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

9.1.3 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.

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

10.1.2 Each page shall be totaled and the grand total shall be given.

10.1.3 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.

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

10.1.5 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.

ANNEXURE – I

Dated:- _____

FORMAT OF BID SECURITY DECLARATION FROM BIDDER IN LIEU OF EMD

**To,
The Deputy General Manager
State Bank of India, Lakshya
Building, 1st Floor,
Administrative Office, Bathinda, Punjab**

**Sub:- Bid Security Declaration for TENDER FOR FURNISHING AND ALLIED WORKS AS PER BOQ FOR SBI,
ADMINISTRATIVE OFFICE, URBAN ESTATE PHASE-II, BATHINDA AND OBTAINING OCCUPANCY
CERTIFICATE FROM COMPETENT AUTHORITY**

I/We. The undersigned, on behalf of _____ (organization name) declare that:

I/We understand that, according to conditions according to the condition of the tender, bids must be supported by a Bid Security Declaration. We accept that I/We may be disqualified from participating in current as well any future bid under the scheme for a period of 12 months from the date of such disqualification by SBI. We understand that such disqualification will be on account of our being in breach of any obligation under the bid conditions, as under

- a) Having withdrawn/modified/amended, impairs or derogates from the tender, our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by SBI during the period of bid validity
 - (i) fail or refuse to execute the contract, if required, or
 - (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Security Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signature and seal of authorized signatory of bidder

Name of Authorized signatory:

LETTER OF UNDERTAKING (Annexure II)

To,
The Deputy General Manager
State Bank of India, Lakshya
Building, 1st Floor,
Administrative Office, Bathinda, Punjab

Dear Sir,

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

MEMORANDUM

(a)	Description of work	FURNISHING AND ALLIED WORKS AS PER BOQ FOR SBI, ADMINISTRATIVE OFFICE, URBAN ESTATE PHASE-II, BATHINDA AND OBTAINING OCCUPANCY CERTIFICATE FROM COMPETENT AUTHORITY
(b)	Bid Declaration	Bid security declaration form annexure-I shall be submitted along with tender document
(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	Four months (04 months)

- 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 understand that as per terms of this tender, the SBI may consider accepting our tender in part or whole or may entrust the various work proposed in phases. We, therefore, undertake that we shall not raise any claim/ compensation in the eventuality of Bank deciding to drop any of the work from the scope of work of this tender at any stage during the contract period. Further, we also undertake to execute the work entrusted to us in phases on our approved 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.
- 3) 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.

Yours faithfully,
Signature of Contractors.

Process Compliance Statement (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: **FURNISHING AND ALLIED WORKSAS PER BOQ FOR SBI, ADMINISTRATIVE OFFICE, URBAN ESTATE PHASE-II, BATHINDA AND OBTAINING OCCUPANCY CERTIFICATE FROM COMPETENT AUTHORITY**

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 VII & Annexure VIII within 24 hours of the completion of the reverse auction and the format as requested by SBI/EPTL.
- 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)

SECTION IV
GENERAL CONDITIONS OF CONTRACT

1.0 Definitions:-

“Contract means the documents forming the tender and the acceptance there of and the formal agreement executed between 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.

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

1.1.1 “SBI” shall mean State Bank of India (Client) having its 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, successors and assigns.

1.1.2 ‘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.

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

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

1.1.5 ‘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.

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

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

1.1.8 “Month” means calendar month.

1.1.9 “Week” means seven consecutive days.

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

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

2.0 CLAUSE

1.0 Total Security Deposit: The Total Security deposit comprise of

- a) Bid Security Declaration
- b) Retention Money

- a) **Bid Security Deposit-The tenderer shall submit the bid security declaration form Instead of Earnest Deposit(Govt. of India office Memorandum note no F.9/4/2020-PPD Dated 12 Nov. 2020). No tender shall be considered unless the bid security declaration form is enclose with tender document.**

b) Retention Money: -

An amount@ 3% 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 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 advance shall be paid in any circumstances.

2.0 Language

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

3.0 Errors, Omissions and discrepancies

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

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

4.0 Scope of Work:

The Contractor/ Vendor shall carry out, complete and maintain the said work in every respect strictly 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 materials therefore the removal and / or re-executed of any work executed by him. The dismissal from the work of any person engaged thereupon.

5.0 i) Letter of Acceptance:

Within the validity period of the tender the 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.

ii) 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.

6.0 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.

7.0 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.

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

8.0 Copies of agreement

Two copies of agreement duly signed by both the parties with the drawings shall be handed over to the 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 or completion, without justification in support of the cause of delay, he may be called upon without prejudice to any other right of remedy available under the law to the SBI on account of such breach to pay a liquidated damage at the rate of 0.50% of the contract value subject to 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 there from and shall indemnify the SBI any legal actions arising there from.

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 protections of his employees on the works and shall comply with all applicable provisions of Govt. and local bodies' safety laws and building codes to prevent accidents, or injuries to persons or property on about or adjacent to his place of work. The Contractor/ 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**

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 undertaking shall relieve the 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 & pattern 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 its not meeting the specifications or other discrepancies inadequacy in furnishing samples of best qualities from various manufacturers and such other aspects causing delay on the approval of the materials / equipment etc. shall be to the account of the Contractor/ 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 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 the works and as long, thereafter, as the SBI may consider necessary until the expiry of the defects liability period, stated here to.

19.0 **Quantities**

The bill of quantities (BOQ) unless or otherwise stated shall be deemed to have been prepared in accordance with the Indian Standard Method of Measurements and quantities. The rate quoted shall remain valid for variation of quantity against individual item to any extent.

20.0 **Works 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 or to give all assistance required by any of them. Such measurements shall be taken in accordance with the Mode of measurements detail in the specifications. The representative of SBI shall take measurements with the Contractor/ Vendor's representative and the measurement 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 over writings 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 such measurement.

21.0 Variations

No alteration, omission or variation ordered in writing by SBI vitiates the contract. In case the SBI thinks proper at any stage during the progress of works to make any alteration in, or additions to or omission from the works or any. alteration in the kind or quality of the materials to be used therein, the 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 maybe.

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 is herein referred to as authorized extra and shall be made in accordance with the following provisions.

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

(ii) Rates for all items, wherever possible should be derived out of the rates given in the priced BOQ.
- b) The net prices of the original tender shall determine the value of the items omitted, provided if omissions do not vary the conditions under which any remaining items of Works are carried out, otherwise the prices for the same shall be valued under sub Clause 'c' hereunder.
- c) Where the extra works are not of similar character and/or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items or works are carried out, then the Contractor/ 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 materials employed be delivered for verifications to the Architect /consultant at or before the end of the week following that in which the work has been executed.

- e) It is further clarified that for all such authorized extra items where rates cannot be derived from the tender, the Contractor/ 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 entire 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 or work at the site and in respect of 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 execution of agreement with SBI 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 Four months (04 months) 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 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 be at any time be in the opinion 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/ Contractor/ Vendor shall immediately advise the SBI. However, the provisions of the clause shall not be applicable in the case of any work which becomes essential to carry by rotary or double shifts in order to achieve the progress and quality of the part of the works being technically required / continued with the prior approval of the 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 restrictions of work

If at any time after acceptance of the tender, SBI shall decide to abandon or reduce the scope of work for any reason whatsoever and hence not required the whole or any part of the work to be carried out. 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.

“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 works 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 following reasons:

- a) On account any default on the part of the Contractor/ Vendor, or
- b) For proper execution of the works or part thereof for reasons other than the default the Vendor/ Contractor, or
- c) For safety of the works or part thereof.

The Contractor / Vendor shall, during such suspension, properly protect and secure the works 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 course as they may deem best suited to the interest of the SBI:

- a) To rescind the contract (of which rescission notice in writing to the Contractor/ 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 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 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 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 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 above courses being adopted by the SBI the Contractor/ Vendor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any material or entered into any engagements or make any advances on account of, or with a view to the execution of the work or the performance of the contract and in case the contract shall be rescind under the provision aforesaid, the Contractor/ 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 acts of insolvency or winding up shall be unable within seven days after notice to him to do so, to show to the reasonable satisfaction of the 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 there under:

- a) has abandoned the contract; or
- b) has failed to commence the works or has without any lawful excuse under these conditions suspended the progress of the works for 14 days after receiving from the SBI written notice to proceed,or
- c) *has failed to proceed with the works with such diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or has failed to remove the materials from the site or to pull down and replace work within seven days after written notice from the SBI 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 contactor 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 thecontract.

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, took scaffoldings, materials, sheds, machineries lying upon the premises or on the adjoining lands or roads use the same by means of their own employees or workmen in carrying on and completing the work or by engaging any other Contractor/ Vendors or persons to the work and the Contractor/ Vendor shall not in any was 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 theworks.

When the works 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 receive thereof by him the SBI sell the same by publication, and after due publication, and shall, adjust the amount realized by such auction. The Contractor/ 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

The Contractor shall not submit interim bills when the approximate value of work done by him is less than **Rs. 76.0 Lakh.**

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 advance 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 works over and above the amounts admitted as payable by the Architect or in case the contractor wants to dispute the validity of any deductions or recoveries made or proposed to be made from the contract or raise any dispute, the Contractor shall forthwith give notice in writing of his claim, or dispute to the 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. The said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount claimed and the contractor shall not be entitled to raise any claim nor shall the Bank be in any way liable in respect of any claim by the contractor unless notice of such claim shall have been given by the contractor to the 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 claims 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.

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 arbitrators shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The Cost of the reference and of the award (including the fees, if any of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof, shall be paid and fix or settle the amount of costs to be 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 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 corrector.

37.0 Maintenance of registers

The contractor shall maintain the following registers as per the enclosed perform at site of work and should produce the same for inspection of 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

38.0 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 complete details, to the other party to the contract.

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

38.2 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 therefrom having been removed, the agreed time for completion of the respective obligations under this agreement shall stand extended a period equal to the period of delay occasioned by such events.

38.3 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/ Vendors should comply

with the provision of all labour legislation including the latest requirements of the Acts, laws, any other regulations that are applicable to the execution of the project.

40.0 Accidents

The Contractor/ Vendor shall immediately on occurrence of any accident at or about the site or in connection with the execution of the work report such accident to the architect/ consultant. The Contractor/ 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.

The contractor's shall be bound to comply the following provision in terms of "**Restrictions imposed by the Government of India, Ministry of Finance Department of Expenditure under Rule 144 (XI) of General Financial Rules 2017 vide their order no. F. No 6/18/2019/PPD dated 23rd July 2020**" as under;

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender ONLY if the bidder is registered with the Competent Authority (registration committee constituted by the Department for Promotion of Industry and Internal Trade).
- II. 'Bidder' (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial judicial person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. 'Bidder from a country which shares a land border with India (such a country)' for this purpose means:
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The beneficial owner for the purpose of (iii) above will be as under:
 1. In case of A Company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more judicial person, has a controlling interest or who exercises control through other means.

Explanation-

 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements;
 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more judicial person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of Individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more judicial person, has ownership of or entitlement to more than fifteen percent of the property or the capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control ownership.
- V. An Agent is a person to do any act for another, or to represent another in dealings with third person.

VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

All bidders need to submit a declaration-cum-certificate (along with evidence) in this regard as per "**Annexure IV**". Failure to submit such valid declaration-cum- Certificate will make the bid liable for rejection."

ANNEXURE "IV"

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 23rd 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 fulfil all requirements in this regard and is eligible to be

considered. (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:

SECTION V
SPECIAL CONDITION OF CONTRACT

1. The Technical Bid should contain the following:-

- a. Technical Bid along with duly filled form for pre-qualification and submitted with self attested photocopies of desired documents ,duly signed and sealed on eachpage.
- b. Bid Security Declaration, duly signed.

The technical bid not accompanied by abovementioned 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 as 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. Figured dimensions are in all cases to be accepted and dimension shall be scaled. Large scale details shall take precedence over small scale drawings. In case of discrepancy the contractor shall ask for clarification from the Architect / consultant before proceeding with the work.

6. **Notice of operation**

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

7. **Construction records**

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

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 give to trees, which may be endangered by the execution of the works or otherwise such permanent measures as may be required by the Architect to protect the tree structures.

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. Water power and other facilities

- a) The rate quoted by the contractor shall include all expenses that are required for providing all the water required for the work and the contractor shall make his own arrangements for the supply of good quality water suitable for the construction and good quality drinking water for their workers. If necessary, the contractor has to sink a tube well / open well and bring water by means of tankers at his own cost for the purpose. The 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. For 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 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 a communication from one party to the other shall be deemed to have been adequately served in terms of contract. Each site order book shall have machine numbered pages in triplicate and shall 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 specialist's 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 as 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 25 cm. x 20 cm. (10" x 8") of the works, taken from two approved portions of each building, at intervals of not more than one months during the progress of the work or at every important stage of construction.
- In addition to above, the contractor shall be bound to submit adequate no. of site photographs along with 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.

SAFETY CODE

1. First aid appliances including adequate supply of sterilized dressing and cotton wool shall be kept in a readily accessible place.
2. An injured person shall be taken to a public hospital without loss of time, in cases when the injury necessitates hospitalization.
3. Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from the ground.
4. No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30 cm. (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used an extra handrail 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 shall 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 handgloves.
9. Those engaged in welding works shall be provided with welders' protective eye shield and gloves.
10. No paint containing lead or lead products shall be used except in the form of paste ready made paint.
11. Suitable facemasks should be supplied for use by the workers when the paint applied in the form of spray or surface having lead paint dry rubbed and scrapped.
12. Overalls shall be supplied by the contractor to the painters and adequate facilities shall be provided to enable the working painters to wash during cessation of work.
13. Hoisting machines and tackle used in the works including their attachments anchor and supports shall be in perfect condition.
14. 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

BUSINESS RULE DOCUMENT OF ONLINE E-REVERSE AUCTION FOR TENDER FOR FURNISHING AND ALLIED WORKSAS PER BOQ FOR SBI, ADMINISTRATIVE OFFICE, URBAN ESTATE PHASE-II, BATHINDAAND OBTAINING OCCUPANCY CERTIFICATE FROM COMPETENT AUTHORITY

BUYER NAME	STATE BANK OF INDIA
AUCTION TO BE CONDUCTED BY	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 Auction Website: https://etender.sbi
DATE & TIME OF AUCTION (Date and Time of E-reverse auction to be intimated after opening of technical bid)	Online Auction Date : Auction Time : One hour (With 6 extensions of 5 min each)
DOCUMENTS ATTACHED	(A) Business rules for ReverseAuction (B) terms & conditions of Reverse Auction (C) Annexure -I (D) Process Compliance Statement (Annexure-II) (E) Price Confirmation Letter (Annexure-III) (F) Price break up (Annexure-IV)
SPECIAL INSTRUCTIONS	<u>Bidding in the last minutes and seconds should be avoided 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.

For the same, the users have to ensure that they have Windows XP (SP3) / Windows Vista / Windows 7 or applicable version to be installed in their respective PC / Laptop. In case of Windows XP service pack 3, if you get any issue you can install the SSL patch, which is available at our download section of our e-Tender/e-Auction Portal and also at our corporate website www.auctiontiger.net just below the label of "Download".

(A) Business rules for ReverseAuction:

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.

- 10.2 For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
- 10.3 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.
- 10.4 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.
- 10.5 Business rules like event date, time, start price, bid decrement, extensions, etc. also will be communicated through service provider for compliance.

- 10.6 Contractor/ Vendors have to send the mail the compliance form in the prescribed format (provided by service provider) before start of Reverse auction. Without this the Contractor/ Vendor will not be eligible to participate in the event.
- 10.7 Reverse auction will be conducted on schedule date & time.
- 10.8 At the end of reverse auction event, the lowest bidder value will be known on the network.
- 10.9 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.
- 10.10 In case SBI decides not to go for Reverse auction procedure for this tender enquiry, the price bids and price impacts, if any already submitted and available with SBI shall be opened as per SBI standard practice.
- 10.11 The reverse auction will be treated as closed only when the bidding process gets closed in all respects for the item listed in the tender.**

(B) Terms & conditions of Reverse Auction:

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

1. Computerized Reverse auction shall be conducted by SBI, on pre-specified date, while the Contractor/ Vendors shall be quoting from their own offices/ place of their choice. Internet connectivity and other paraphernalia requirements shall have to be ensured by Contractor/ Vendors themselves. In the event of failure of their Internet connectivity, (due to any reason whatsoever it may be) it is the bidders' responsibility. In order to ward-off such contingent situation bidders are requested to make all the necessary arrangements/ alternatives such as back –up power supply whatever required so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully. Failure of power at the premises of Contractor/ Vendors during the Reverse auction cannot be the cause for not participating in the reverse auction. On account of this the time for the auction cannot be extended and SBI is not responsible for such eventualities.
2. ETL shall arrange to train your nominated person(s), without any cost to you. They shall also explain you all the Rules related to the Reverse Auction. You are required to give your compliance on it before start of bid process.
3. BIDDING CURRENCY AND UNIT OF MEASUREMENT: Bidding will be conducted in Indian currency & Unit of Measurement will be displayed in Online Auction.
4. BID PRICE: The Bidder has to quote the rate as per the Tender Document provided by State Bank of India.
5. VALIDITY OF BIDS: The Bid price shall be firm for a period specified in the tender document and shall not be subjected to any change whatsoever.
6. At the end of the reverse auction, bidder has to provide the price confirmation letter & a detail break up for his lowest offer within 24 hour of closing of auction as per the Annexure III & IV respectively.
7. Procedure of Reverse Auction:
 - i. **Online English Reverse (no ties) 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 crash down, power failure, etc.
8. Successful Contractor/ Vendor shall be required to submit the final prices, quoted during the English Reverse (no ties) exactly in the format issued by SBI/Service provider after the completion of Auction to SBI, duly signed and stamped as token of acceptance without any new condition other than those already agreed to before start of auction.
 9. During English Reverse (no ties), if no bid is received within the specified time, SBI, at its discretion, may decide to revise Opening price / scrap the reverse auction process / proceed with conventional mode of tendering.
 10. Your bid will be taken as an offer to supply. Bids once made by you, cannot be cancelled / withdrawn and you shall be bound to supply as mentioned above at your final bid price. Should you back out and not supply as per the rates quoted, SBI shall take action as appropriate.
 11. LOG IN NAME & PASSWORD: Each Bidder is assigned a Unique User Name & Password by ETL. The Bidders are requested to change the Password after the receipt of initial Password from ETL. All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.
 12. VISIBILITY TO BIDDER: The Bidder shall be able to view the following on his screen along with the necessary fields during English Reverse – No ties Auction:
 - b. Leading Bid in the Auction
 - c. Bid Placed by you
 - d. Auction Opening Price & bid decrement amount
 - e. Your rank in the auction
 13. BIDS PLACED BY BIDDER: The bid of the bidder will be taken to be an offer to execute the work. Bids once made by the bidder cannot be cancelled. The bidder is bound to execute the work as mentioned above at the price that they bid. Should any bidder back out and not make the supplies as per the rates quoted, SBI and / or ETL shall take action as appropriate.
 14. LOWEST BID OF A BIDDER: In case the bidder submits more than one bid, the lowest bid will be considered as the bidder's final offer to execute the work.
 15. At the end of the Reverse Auction, SBI will decide upon the winner. SBI's decision on award of Contract shall be final and binding on all the Bidders.
 16. SBI shall be at liberty to cancel the reverse auction process / tender at any time, before ordering, without assigning any reason.
 17. SBI/ETL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.
 18. Other terms and conditions shall be as per your techno-commercial offers and other correspondences till date.
 19. You are required to submit your acceptance to the terms / conditions / modality given above before participating in the reverse auction.

20. AUCTION TYPE: 1) English Reverse No Ties Auction

21. AUCTION WINNER: At the end of the Reverse Auction, SBI will evaluate all the bids submitted and will decide upon the winner.

22. OTHER TERMS & CONDITIONS:

- The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other suppliers /bidders.
- The Bidder shall not divulge either his Bids or any other exclusive details of SBI to any other party.
- SBI's decision on award of Contract shall be final and binding on all the Bidders.
- SBI along with ETL can decide to extend, reschedule or cancel any Auction. Any changes made by SBI and / or ETL, after the first posting will have to be accepted if the Bidder continues to access the site after that time.
- ETL shall not have any liability to Bidders for any interruption or delay in access to the site irrespective 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 systems problems, inability to use the system, loss of electronic information etc. N.B.
- All the Bidders are required to submit the Process Compliance Statement (Annexure II) duly signed to M/s e-Procurement Technologies Ltd, Ahmedabad.

- **All the bidders are requested to ensure that they have a valid digital signature certificate well in advance to participate in the online event.**

(C)

ANNEXURE- V

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
<u>XYZ</u>	Package	Will be displayed On Auction screen	Will be displayed On Auction screen	As above	As above

PROCESS TO DECIDE THE WINNER I.E. L-1 BIDDER:

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

Illustrative Example:

- The Indicative Price Bids 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
Total Tender amount (sum of Items 1 to 4) denoted by (A)					1100.00

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

- 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 Items-wise rates of the L-1 bidder 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
Total amount worked out after e-reverse auction						950.00

(D)

Process Compliance Statement (AnnexureVI)

(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 FURNISHING AND ALLIED WORKSAS PER BOQ FOR SBI, ADMINISTRATIVE OFFICE, URBAN ESTATE PHASE-II, BATHINDA AND OBTAINING OCCUPANCY CERTIFICATE FROM COMPETENT AUTHORITY

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:

(Scan it and send to this Document to eptl)

(E)

Price Confirmation Letter (AnnexureVII)

(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 FURNISHING AND ALLIED WORKSAS PER BOQ FOR SBI, ADMINISTRATIVE OFFICE, URBAN ESTATE PHASE-II, BATHINDAAND OBTAINING OCCUPANCY CERTIFICATE FROM COMPETENT AUTHORITY

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:

(Scan it and send to this Document on eptl)

(F) Price break up (AnnexureVIII)

Price Break up as per tender document

PROFORMA FOR HINDRANCE TO WORK

NameofWork :

Date of Startof work :

Name of Contractor :

PeriodofCompletion :

AgreementNo. :

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 Date (Gross		Present Bill		Remarks
Quantity	Amount (Rs.)	Quantity	Amount (Rs.)	Quantity	Amount (Rs.)	
6		7		8		9

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

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

 Net Value since previous bill

CERTIFICATE

The measurements on the basis of which the above entries for the
Running Bill No. ----- were made have been taken jointly on -----

.....and are recorded at pages to of measurement book No.
.....'

Signature and date of
Contractor

Signature and date of
Architects
Representative (Seal)

Signature and date of
Site Engineer

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

Architect

Signature and
date of Site Engineer

TABLE-III
MEMORANDUM FOR PAYMENT

R/A BILL NO.

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

OBJECTIONS:

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

Adjustments, if any-----Rs ----- Amount less received by Contractor in ----- R/A Bill (as per statement of Contractor)

P.V.A. Rs. --

Total amount payable as per contract (E+F+G)Rs. -----
(Rupees in words)

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

Date:
Signature of Architect with Seal

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

Date:

Signature of Owners Engineer

STATUTORY DEDUCTION:

i)	Total Amountdue(E)	Rs.-----	
ii)	LessI.T.Payable	Rs.-----	
iii)	LessS.T.Payable	Rs.-----	
	NetPayable		Rs.-----

This figures given in the Memorandum for payable has been verified and billpassed forpayment.....(in words andfigures)

Date:

.....
Signature of the Competent Officer

SECTION – VI

SPECIFICATIONS OF INTERIOR & FURNISHING WORKS

1. GENERAL :

1. Without forgoing the requirements of the Conditions of Tender and the Conditions of Contract the works in general shall confirm to the “Latest Specifications” published by CPWD, New Delhi and the “Specifications for Works” stated in this tender. In case of items not covered by the General Specifications referred above, reference shall be made to the appropriate I.S. Code. If there is any difference in the particular specifications of individual item of work and the description of item as given in the Schedule of Quantity, the latter shall prevail. In case of any work for which there is no specification in I.S. Specifications or in the specifications forming part of tender documents or in case there is any variation, such work shall be carried out in all respects in accordance with the instructions to be issued by the Architects. The term Department shall mean the Employer. Any reference to ISI shall also mean reference to its successor Bureau of Indian Standards. All corrections to “Latest Specifications” or revisions of I. S. shall be deemed to apply to this contract.
2. Materials bearing ISI certification mark shall be given highest preference for use in the works.
3. Where the Contractor is required to do, perform, execute (etc.) any work or service or the like, it shall be deemed to be at his own cost. Absence of terms providing supplying, installing, fixing, etc. shall not even remotely entitle the Contractor to any additional payment thereof.
4. The rates accepted in the Schedule of Quantities apply to all floors, heights, depths, leads, lifts, spans, sizes, shapes, locations, etc. unless a distinction has been included in the very Schedule.
5. The Specifications and the Schedules may have been divided into various sub-heads for convenience only. This does not limit applicability of one to the other nor it absolves the Contractor of his responsibility to complete any trade/item of work as reasonably inferred from one or more of such sub-heads.
6. The Schedule of Quantities is not necessarily based on “Schedule of Rates – Delhi 2013 or any of its later/earlier versions. Hence the Schedule of Quantities shall be read and construed according to explanations given herein and intentions gathered therefrom. A mere parallel drawn from the said Schedule of Rates shall therefore not form a basis for a variation and, or additional payment.
7. All work under this contract is deemed to be performed above subsoil water level. However, removal of water collected from rains and the like shall be treated as part of contractual risk/obligation.
8. Screws, bolts, nuts, washers, hold fasts, lugs, anchors, clamps, plugs, suspenders, brackets, straps and fasteners of the like are deemed to be included in the rates of various items unless the Schedule of Quantities expressed a different intention.
9. Resetting any displacements, making good holes/chases and such other incidental jobs are included in rates of respective items for which these are required.
10. The specifications given in the BOQ are for work to be done, item to be supplied and materials to be used in the works as shown and defined on the drawings and described herein, to the satisfaction of the banks/architects.
11. The workmanship is to be the best possible and of a high standard. The contractor shall take all steps immediately to make up deficiency if any by the banks / architects. Use must be made of special tradesman in all aspects of the work and allowance must be made in the rates for the same.

12. The materials to be provided by the contractor shall be in accordance with the samples already got approved from the banks/architects by the contractor and in conformity with specifications and approved list called upon to do so by the banks / architects.
13. Samples of all materials are to be submitted to the banks / architects for their approval before the contractor orders of deliver the material to the site. Samples together with their packing are to be provided free of charge by the contractor and should any materials be rejected they will be removed from the site at the contractor's expense. All samples will be required to submit specimen finishes of colors, fabrics etc. for the approval of the banks / architects before proceeding with the work.
14. The contractor shall be responsible for providing and maintaining temporary overages required for the protection of finished work. He is also to clean out all wood shavings, cut ends and other waste from all parts of the works before coverings or infillings are constructed.
15. The contractor shall maintain uniform quality and consistency in workmanship throughout the execution of the work.

2. **Wood Work:**

1. The areas of doors & windows shutters shall be measured to the nearest cm in closed position covering the rebates of the frame but excluding the gap between the shutter and the frame. Over lap of two shutters shall not be measured. All work shall be measured for finished dimensions. No allowance shall be made for dimensions supplied beyond those specified. Length of each piece shall be measured overall nearest to 1 cm, so as to include projections for tenons, scraves or mitres, width and thickness shall be measured to the nearest mm.
2. Where painting, polishing has been included in the item the same shall be executed as per Architect's directions. Painting shall be two or more coats of approved synthetic enamel plus a coat of fire resistant primer to wood work as approved by Architect and shall conform to BS-476 part 7 for class I surface spread of flame. Preparations of surfaces, fillars, etc. are included. This primer shall also be applied before polishing (i.e. French Spirit Polish).
3. All flush door shutters shall have teak lipping on all edges as directed with extra thickness of lipping of meeting edges of double shutter doors.

Glasses 5.5mm thick or 4mm thick shall respectively weigh not less than 13.75 Kg/sqm. Or 10 Kg/sqm.

Bends, stepping and circular shapes in railings are integral part of the rate.

The widths of various rails & styles shall be as described in the items or shown in the drawing. All aluminum section & fittings used shall be ISI marked. All screws for fixing of fittings/fixtures shall be of matching finish.

In case of composite units (M.S. frame + teak wood shutter) the hold fasts shall be added or fixed with counter sunk machine screws. Also the M.S. frames shall have necessary holes and other arrangement for receiving/fixing of fittings

2.1 **Joinery in woodwork**

1. The contract surfaces between internal frame and the cover material shall be glued with approved adhesive in addition to fixing with necessary screws etc.
2. After preparing proper surface of the cover material by sand-papering etc. the laminates or veneers shall be fixed on it with the help of approved adhesive

3. Framework for full height partition shall be rigidly fixed to the floor, walls and ceiling soffit. The partition height shall be measured up to bottom of false ceiling and framing members / ply going above shall not be measured, except where specifically mentioned.
4. Any portions that are warped or found with other defects are to be replaced. The whole of the work is to be framed and finished in a workman like manner in accordance with the detailed drawings and the direction of banks/architects and
5. Whenever required, fitted with all necessary metal ties, straps, screws, adhesives, etc. joinery work generally to be finished with fine sand / glass paper.
6. All joints shall be standard mortise and tenon, dowel, dovetail, or cross halved. Screws, nails etc. will be of standard iron or wire. Tenon should fit the mortises exactly.
7. Nailed or glued butt joined will not be permitted.
8. Where screw heads are on a finished surface, those will be sunk and hole plugged with a wood plug of the same wood and grain to match the color.

3. TIMBER

1. All wood for internal framework shall be strictly as specified in the tender document under approved list of material. The wood shall be of natural growth and free from worm holes, loose or dead knots or other defects, sawn square and shall not suffer warping, splitting or other defects.

All other exposed wood shall be properly seasoned of natural growth and shall be free from worm holes, loose or dead knots or other defects, sawn square and shall not suffer warping, splitting or other defects.

2. The moisture content shall not exceed 12%
3. All Internal frameworks shall be treated with approved wood preservatives.
4. All wood brought to site shall be clean; it shall not have any preservative or other coating / covering.
5. All rejected, decayed, bad quality wood shall be immediately removed from site, as may be directed.
6. All the dimensions mentioned for T.W. members are finished size.

4. PLYWOOD

All plywood shall be strictly as per approved list of material and approved by Bank / Architect. The plywood shall have ISI mark and relevant registration No. on the product.

5. Hardware and Metals:

1. All the screws / bolts with nuts to be used shall have oxidized finish (unless required otherwise). Of approved shape, size and quality.
2. Fittings shall be brass oxidized unless specified otherwise.
3. Samples of all hardware are required to be got approved in advance.
4. The agency should cover up and protect the brass surface by suitable material as necessary and subsequently clean it away at the time of handing over.
5. All hardware shall be fitted with good workmanship without the surrounding edges being damaged.

6. Laminate :

1. **All laminates on table tops shall be as specified in tender of approved shade and make.**
2. The contractor shall get the sample showing the surface texture, pattern and color approved by Banks/Architects.

3. All edges, beadings, etc. shall also be finished in laminate.

7. Fabrication in Metal

1. All brazing and welds are to be executed in a clean and smooth manner, rubbed down and finished in flat and tidiest way, particularly where exposed.

8. Glazier

1. All glass is to be of approved manufacture, and as per approved quality and sample to be of the qualities specified and free from bubbles, air holes, waviness and other defects.

2. In cutting glass, proper allowance shall be made for expansion.

3. Glass for mirror shall be approved manufacture and quality.

4. On completion, all glasses surfaces shall be cleaned inside and all cracked, scratched glass/mirror shall be replaced.

5. Sun control film shall be non-reflective type of approved make and shade. The fixing shall be without any defects such as air bubbles/creases/adhesive marks etc.

9. Plaster of Paris Punning (P. O. P.)

If the plaster surface is to be finished with plaster of paris punning, the surface shall be combed slightly with the wire brushes or nails before it is completely set to form key for plaster of Paris punning. The surface shall be thoroughly cleaned of dust then only damped but not soaked before the application of plaster of paris punning. The Gypsum for preparing punning shall be approved quality. It shall be dry and free from lumps and shall be suitably packed in watertight bags or containers. Paste shall be prepared by adding required quantum of water and it shall be used before it sets. No dropping paste shall be used in the work. Punning shall be applied to the prepared surface with steel trowel to a thickness required to make the surface produce perfectly smooth and even surface working from top to bottom. It shall then be sand papered to give a smooth and even surface. Any unevenness shall be made good by applying putty, made of plaster of paris mixed with water, then sand papering the same after it is dry. Pilling in plaster shall be made good with plaster of paris mixed with colour to be used. The surface shall then be rubbed down again with a fine grade sand paper and made smooth. The surface shall be allowed to dry thoroughly before the regular coat of paint is applied. The measurement shall be in square metre.

10. Plastic Emulsion Paint:

Plastic emulsion paint shall be of approved manufacturer and shall generally confirm to IS-5411 (Part-I)-1969.

The colour and shade of the emulsion shall be got approved by the Architect. Double scaffolding shall be used, ladden if used shall be tied with old gunny bags at top to prevent damage or scratches to the walls. The instructions of the manufacturer shall be followed, in application of priming and finishing coats. Turpentine or any other solvent shall not be used for thinning the paint.

Minimum 3 coats of paint shall be applied inclusive of primer coat. If a proper and even surface is not obtained to the satisfaction of the Architects in 3 coats, Contract shall carry out additional coats of painting to approval at his expenses. Care shall be taken that dust or other foreign material does not settle or disfigure the various coats. The measurement shall be in square metre.

11. Polishes

1. All material required for the work shall be of approved manufacture, delivered to the site in the manufacturer's containers with the seals etc. unbroken and after use empty containers shall be stored till finally cleared by the banks.

2. All iron or steel/metal surfaces shall be thoroughly scraped and rubbed down with wire brushes and shall be entirely free from rust, mill scale etc. Before applying the primary coat.

3. Melamine polish/French polish/polyurethane finishes shall be properly finished without any flaw marks, spots, roughness etc.

12. Metal frame suspended gyp board ceiling:

1. Unless otherwise specified the suspended false ceiling shall have following specifications i.e. providing and fixing G.I. perimeter channels of size 0.55 mm size thick having one flange of 20 mm and another flange of 30 mm and a web of 27 mm along with perimeter of ceiling, screw fixed to brick wall/partition with the help of nylon sleeves and screws, at 610 mm centers. Then suspending G.I. intermediate channels of size 45 mm, 0.9 mm, thick with two flanges of 15 mm each from the soffit at 1220 mm centers with ceiling angle of width 25mmx10mmx0.55mm thick fixed to soffit with G.I. cleat and steel fasteners. Ceiling section of 0.55 mm thickness having knurled web of 51.5 mm and two flanges of 26mm each with lips of 10.5mm are then fixed to the intermediate channel at 457mm centers. 12.5mm tapered edge Gyp board (conforming to IS-2095-1982) is then screw fixed to ceiling section with 25mm drywall screws at 230mm centers. Screw fixing is done mechanically either with screw-driver and drilling machine with suitable attachment. Finally the boards are to be joined and finished so as to have a flush lock which includes filling and finishing the tapered and square edges of the boards with joining compound, paper tape and two coats of primer suitable for Gyp board (as per recommended practices of India Gypsum or equivalent)
2. For light fittings, grids diffusers and cutouts etc. have to be made with the frame of perimeter channels of size 20mmx27mmx30mmx0.55mm thick, supported and shall not be considered for extra changes.

13. Metal frame suspended aluminum perforated plank's ceiling:

1. Suspended false ceiling, which includes planks in width dimension 254mm and length 1264mm manufactured out of 0.7mm aluminum alloy. The planks should have square edges, short sides of each plank should be raised and piped. Perforated planks shall be with a standard perforation 2.5mm dia, holes at 5.5mm centers giving 16% open area.
2. Planks would be suspended by means of suspension system comprising 0.5mm galvanized steel clip-in-profiles installed at correct spacing to support the planks. Suspension profiles would be suspended from roof structure by G.I. ceiling bracket G.I. suspension angle and aluminum hold on clamp at maximum 1200mm center along clip-in-profiles.
3. Planks to be trimmed along the wall perimeter by means of 25mmx25mmx1.6mm extruded aluminum perimeter angle powder coated.
4. Aluminum planks would be finished with 50 microns epoxy polyester powder paint in approved shade on exposed surface. Aluminum wall trim would also be finished with 50 microns epoxy polyester powder paint in broken white space.
5. The ceiling shall be erected in a continuous sequence. Spans would not exceed those recommended.

MODE OF MEASUREMENTS FOR INTERIOR FURNISHING WORKS :

DOORS, WINDOWS AND GRILLS.

1. Clear area over one face inclusive of frame shall be measured. Hold fasts and portion embedded in masonry or flooring shall not be measured.

2. PARTITIONS IN WOOD WORK

The partition height shall be measured up to bottom of false ceiling and framing members / ply going above shall not be measured

3. DECORATIVE PANELLING OVERWALL OR OVER PARTITIONS

The actual area of cladding shall be measured in square meter.

4. CARPETS

The actual area covered by the carpet shall be measured. No extra shall be allowed for wastage. No deduction shall made for columns up to 0.5 sq. meter.

5. PAVING AND TILE WORK

The work mentioned in this section shall be measured in square meter and shall be priced per unit of square

meter. In all paving work, the slabs shall be touching the walls and go well under the plaster, but the measurements shall be the clear measurements of the rooms or areas finished. No allowance shall be made for portions going under the plaster.

6. ALUMINIUM SLIDING WINDOWS

The measurement of aluminum sliding windows shall be taken only after the frame going with shutter is fixed in its final finished position in line level and plumb. Width and height shall be measured net between the out to out portion of the aluminum window frames.

7. FALSE CEILING

For false ceiling work, the measurement shall be for the actual area covered. No deductions shall be made for the cutouts, for light fittings, speakers, AC grills and column up to 0.5 sq. meter.

8. WOODWORK

For conversion of centimeters to meter the resultant figure shall be taken up to two digits after decimal point. Third digit shall not be taken into account.

SECTION - VII

LIST OF ACCEPTABLE MATERIAL

The contractor shall quote for the best of the materials specified below with ISI mark wherever applicable. The contractor shall obtain prior approval from the Bank / Architect before placing order for the specific materials agencies. In case of non availability of any of the approved/specified materials/agency. During the execution of the work, the Bank /Architect may approved suitable equivalent brand/agency and his decision shall be final and binding on the contractor and the price variations. If any shall be adjusted accordingly. Furnishing Work.

Sr. No.	Particulars and Specification	Approved makes/ model
	Commercial ply (IS-303)/ water proof ply (IS-710)/Block board (IS-1659)/Flush door(IS-2202)	Century/Green ply/Archid. (6mm, 8mm, 9mm, 12mm, 19mm)
	Veneers	Green/ Century/ Kit ply/ Archid (1mm thick)
	Beading	Teak Wood or as specified
	Laminates (IS-2046)	Sunmica/ Green lam/ Century/ Fromica
	Polish	Melamine/ as specified
	Gypsum Board	Gyproc (saint gobain)/ India Gypsum including their suspensions and all fittings.
	Framing with complete system	Gyp steel ultra (saint gobin)
	Mineral Fibre Tile Ceiling with complete system	Armstrong/ Saint Gobin including their suspensions and all fittings.
	Locks with CP brass	Godrej/ Dorset/ Dorma
	Multipurpose lock for drawers	Godrej/ Harrison
	Hinges and hardware	Hettich, Oswal, suzu, Flora or eq. Approved:- HINGES:- 3"/4"/6" 1.78mm th. SS matt finish Handles 'D' or 'C' type:- 3"/4"/6" 10mm dia. SS 202 matt finish. TOWER BOLT:- 3"/4"/6" brass extruded SS matt finish
	Telescopic Channel	Hettich / Haffele/ Godrej/Ozone
	Paints	Asian, Berger, Nerolac
	Surface texture wall coating	Heritage, Spectrum / Asian
	Ceramic tiles	Kajaria, Johnson, Nitco, Asian
	Vitrified Tiles	Marbitto, Nitco, Kajaria, Orient, Johnson
	Fire Retardant -Viper or Equivalent	
	Wood Preservative	ASCU PS-2 or equivalent
	Glass	Modi / Asahi / Saint Gobin
	Vertical/ Venetian Blinds	Vista levlor, MAC
	Screw	GKM/ CIEF/ Shalimar/ Everite
	Aluminum sections	Jindal/ Hinalco
	ACP Panel	Alstrong/ Alcbond/ Euro bond/ flexi bond
	Cable manager (60mm)	Metal-C060ZN1 (Ebco) PVC-CO 60(Ebco)

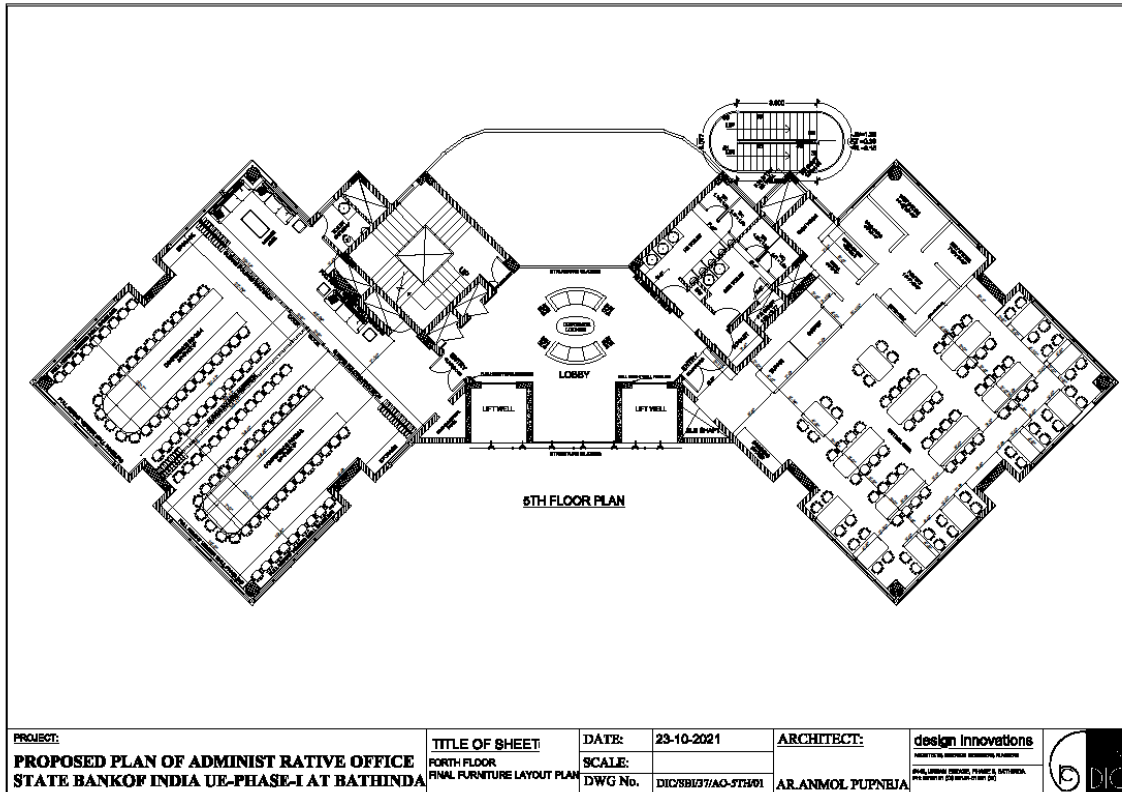
		Blac/ivory/grey color
	Glass/ Mirror	Saint Gobin/ Modi
	Floor spring	Everite/ Dorma/ Godrej
	Door Closer	Doorking/ everite/ Dorma/ Ebco
	Drawer slider fitting	Earl-bihari, EBCO for all drawers,
	General hardware	SS matt finish
	Door stopper	Hettich /Haffe/le/Dorma/Godrej
	Hinges	(l) 3"/4'/6" 1.8mm th. SS matt finish (Suzu)
	AluminumDoor&WindowSection	Jindal/Lndal/Hindalco
	Aluminum Fittings	Jindal, Hindalco
	Blinds	Mac/ Vista
	Wooden Flooring	Pergo, Xylox, Armstrong, Vista
	Patch fitting for door and fixed glass partition (top/bottom patch, pivot, patch lock, L arm, L connect, connector, floor spring, handle, plastic profile)	Godrej/ SXL C series (Dorms)/ OPF series (Ozone)

SIGNATURE OF CONTRACTOR WITH SEAL

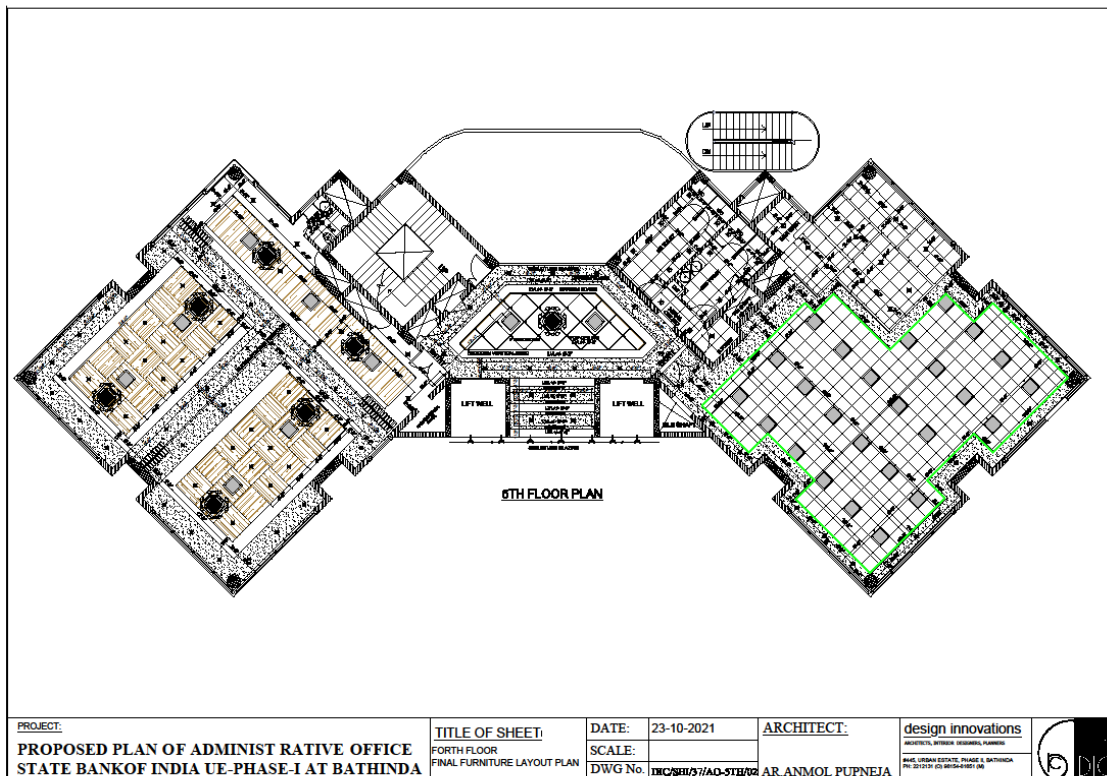
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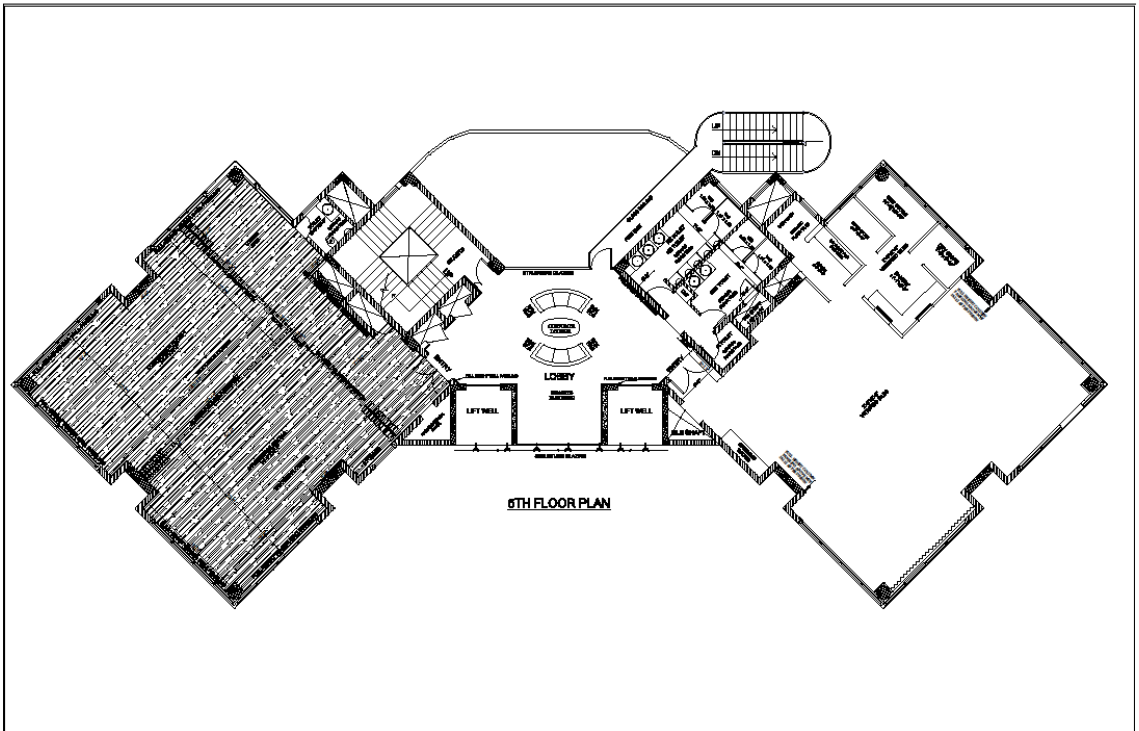
1. Samples of all items shall be approved by the Architect / Engineer before use.
2. Bank may ask for the bills / cash memo (**In joint name of SBI branch and contractor**) of various items purchased by the Contractor from the market, for its satisfaction.
3. Work will be carried out as per tender specifications / drawings and instructions of Architect / Bank's Engineer.
4. Bank's Engineer /Architect shall first physically check all the materials brought by the contractor at site, as per the make / brand mentioned above and then allow the Contractor to use the same for work.

SECTION VIII

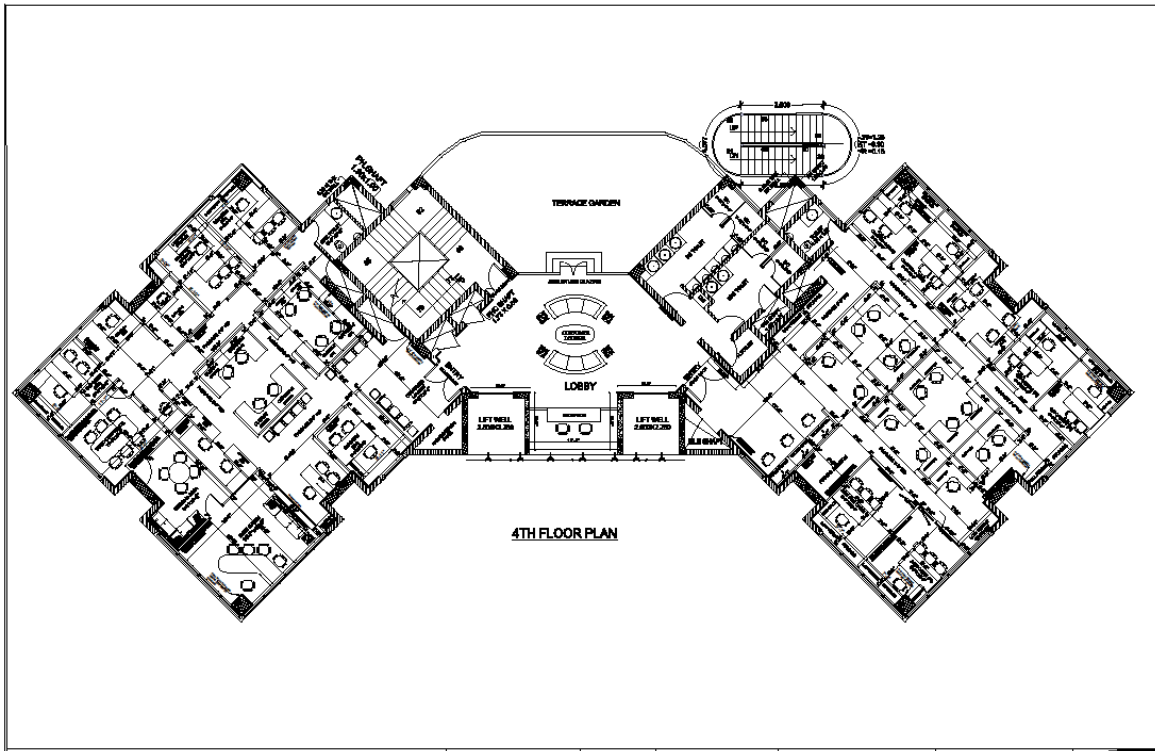


DRAWING

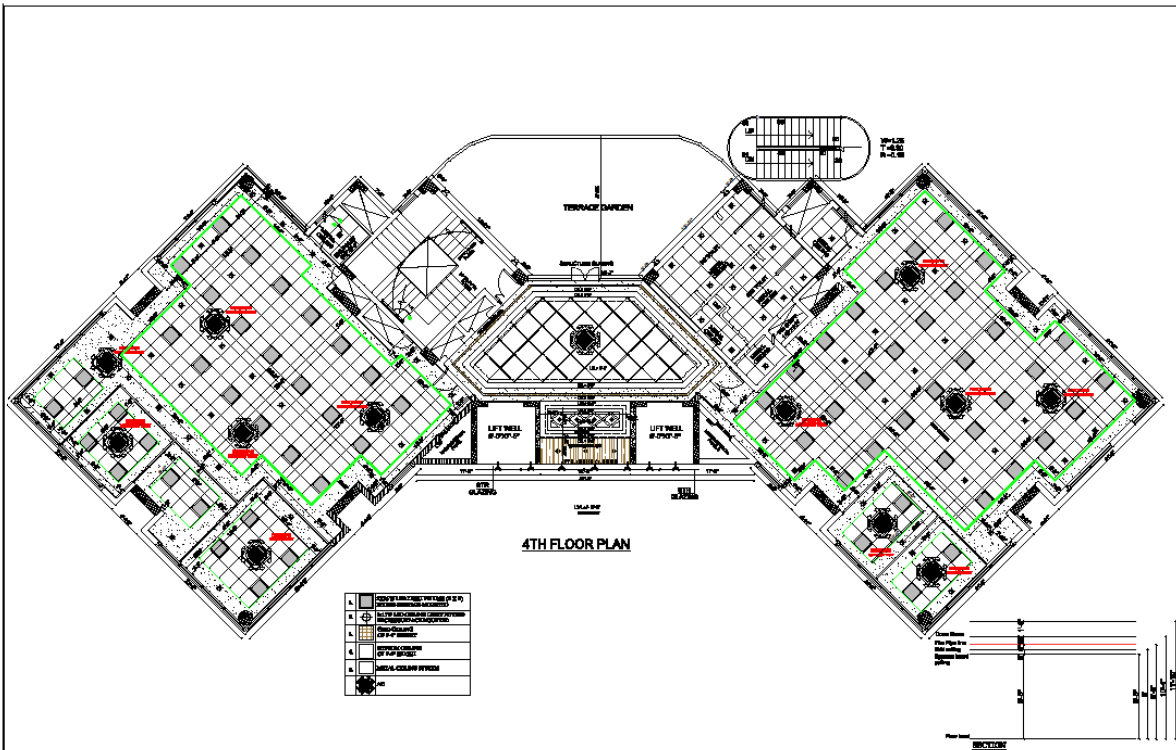




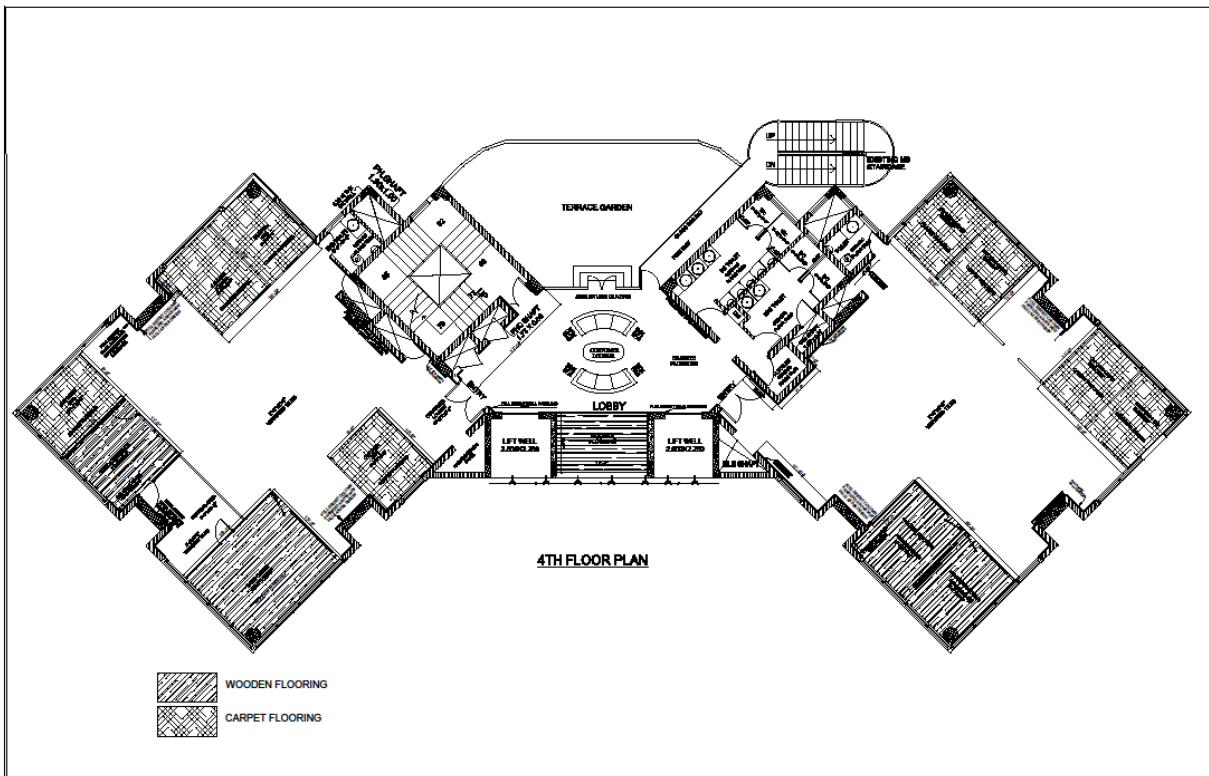
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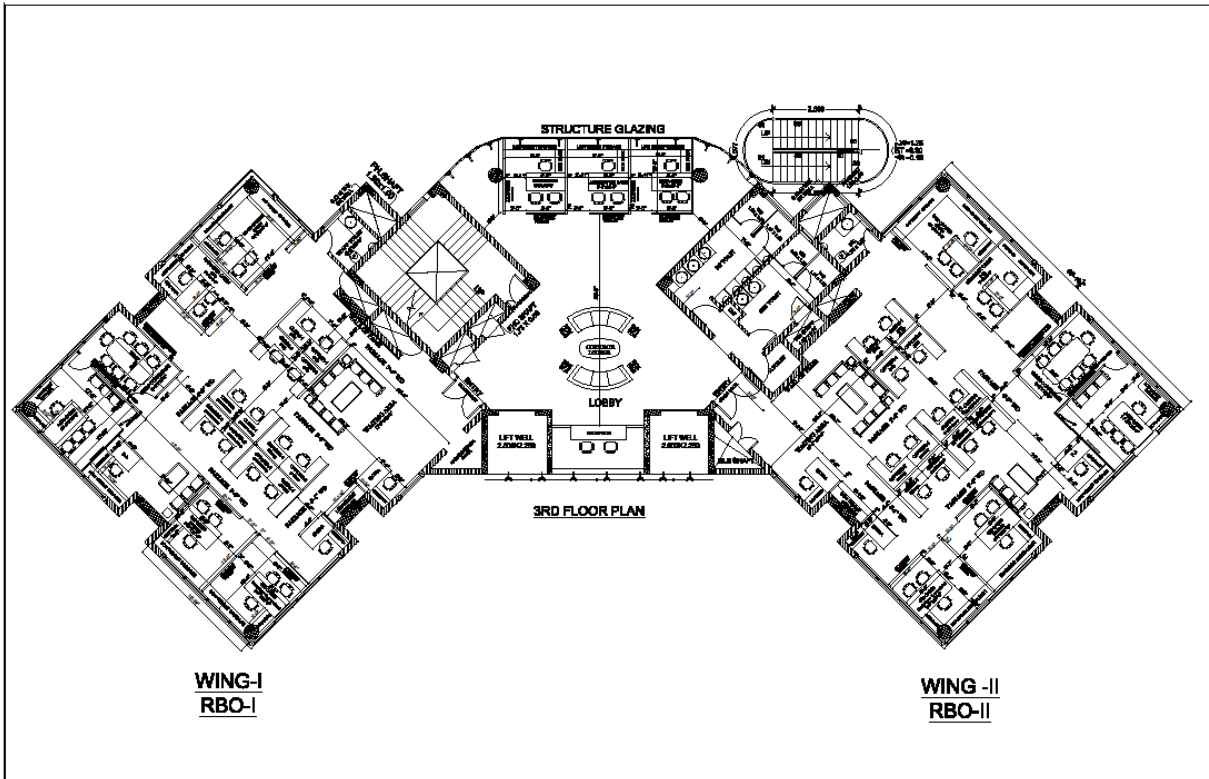
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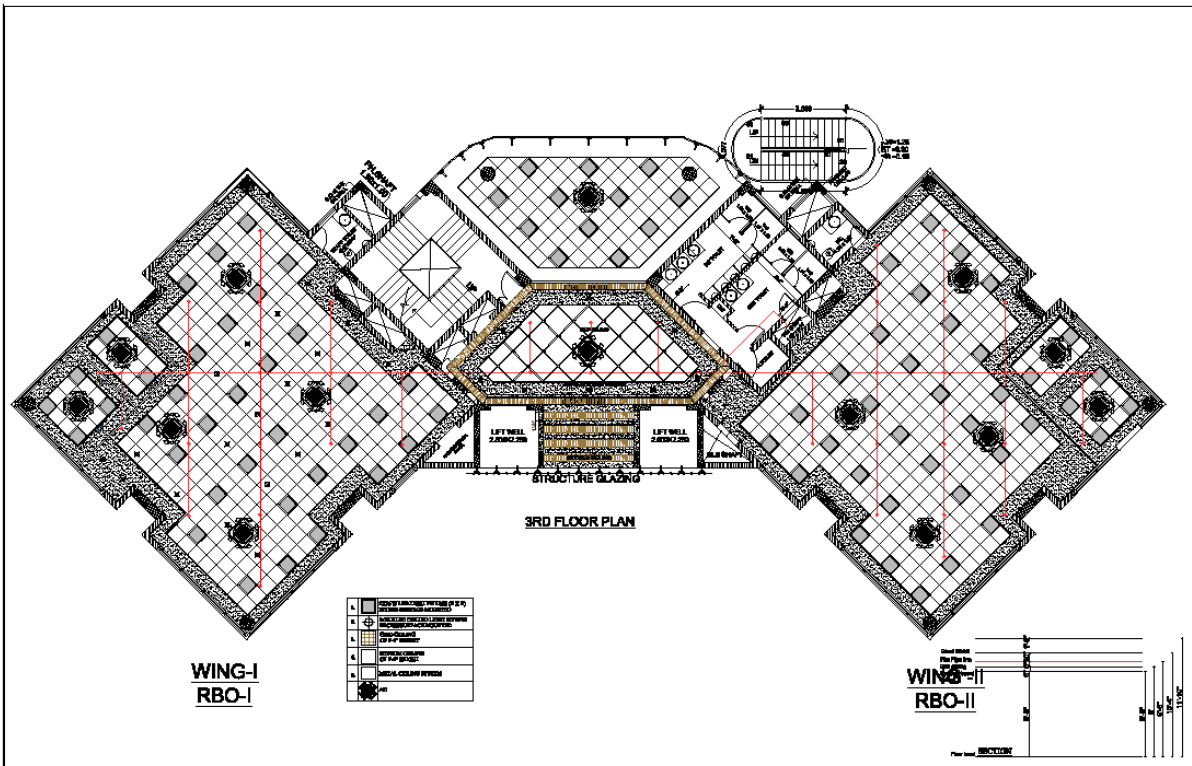
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	FORTH FLOOR CEILING PLAN	SCALE:	DWG No.	AR_ANMOL PUPNEJA	



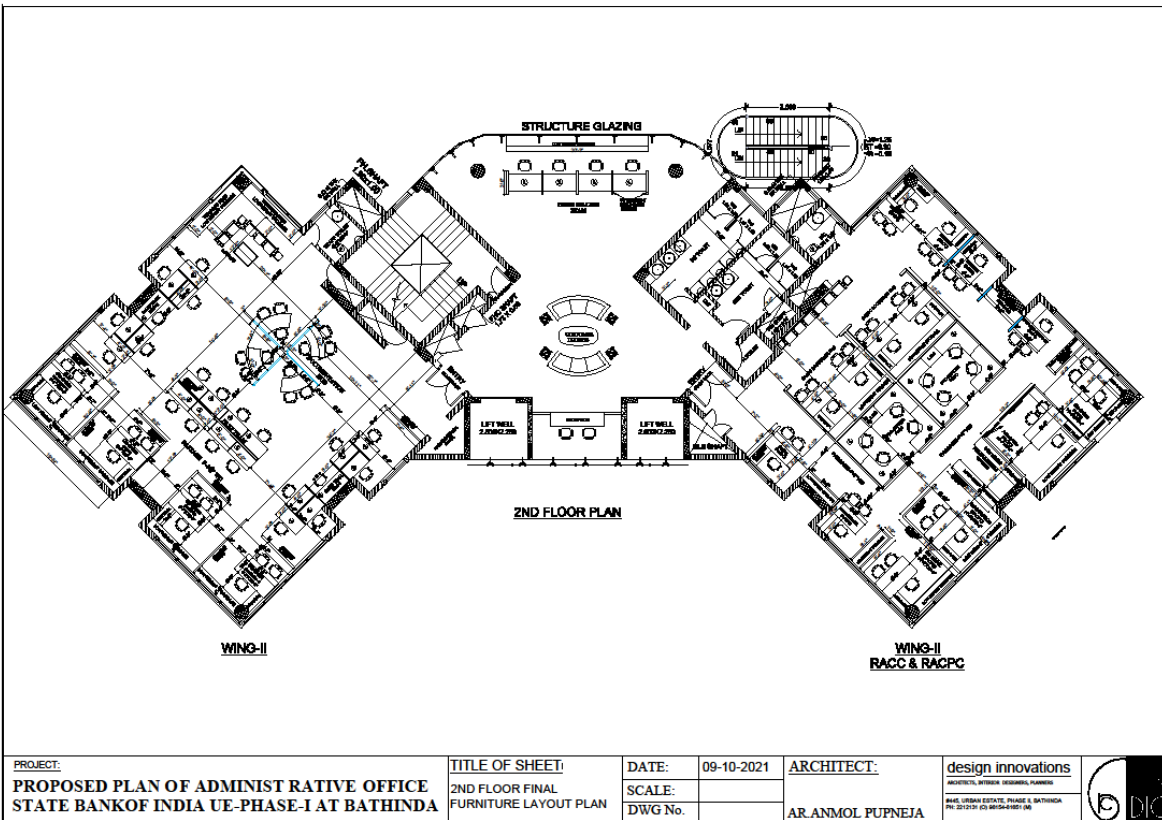
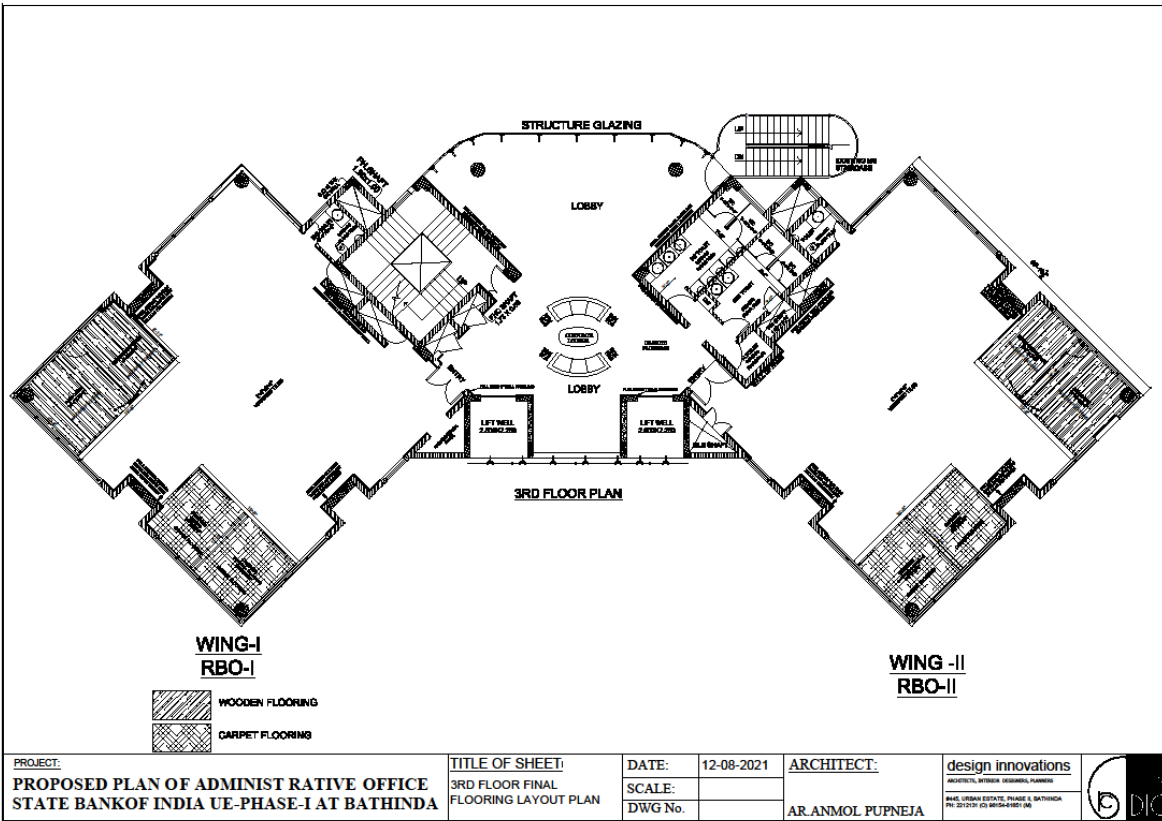
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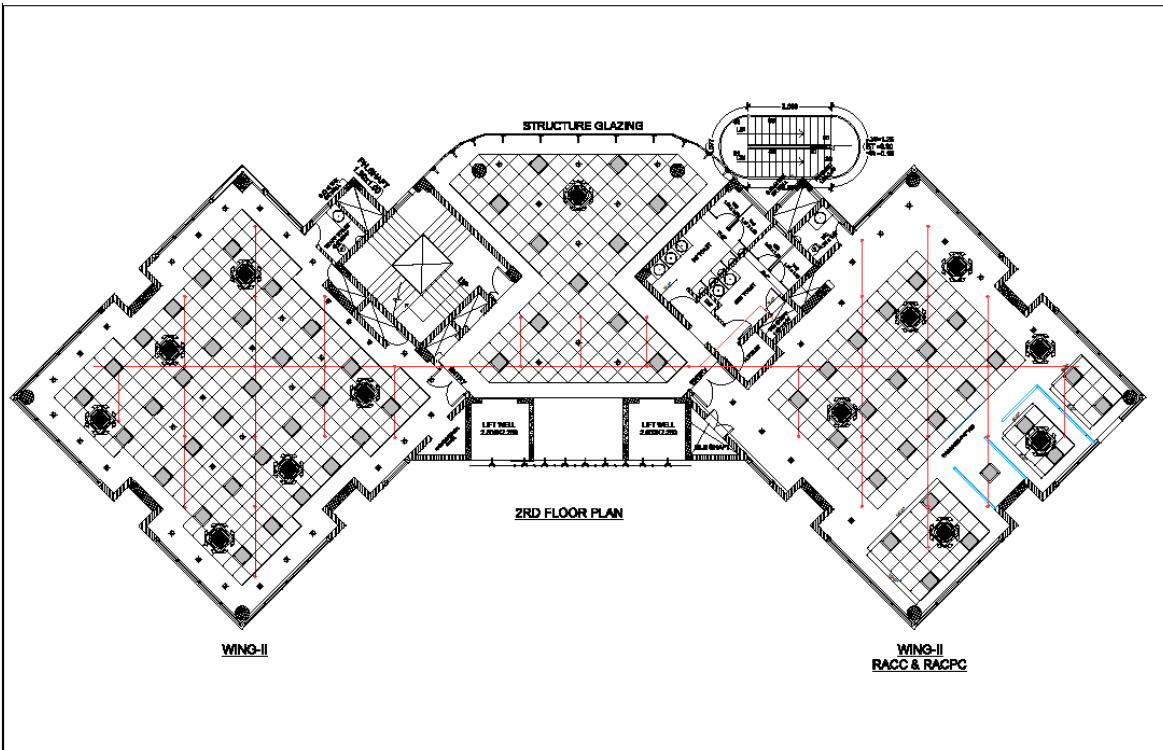


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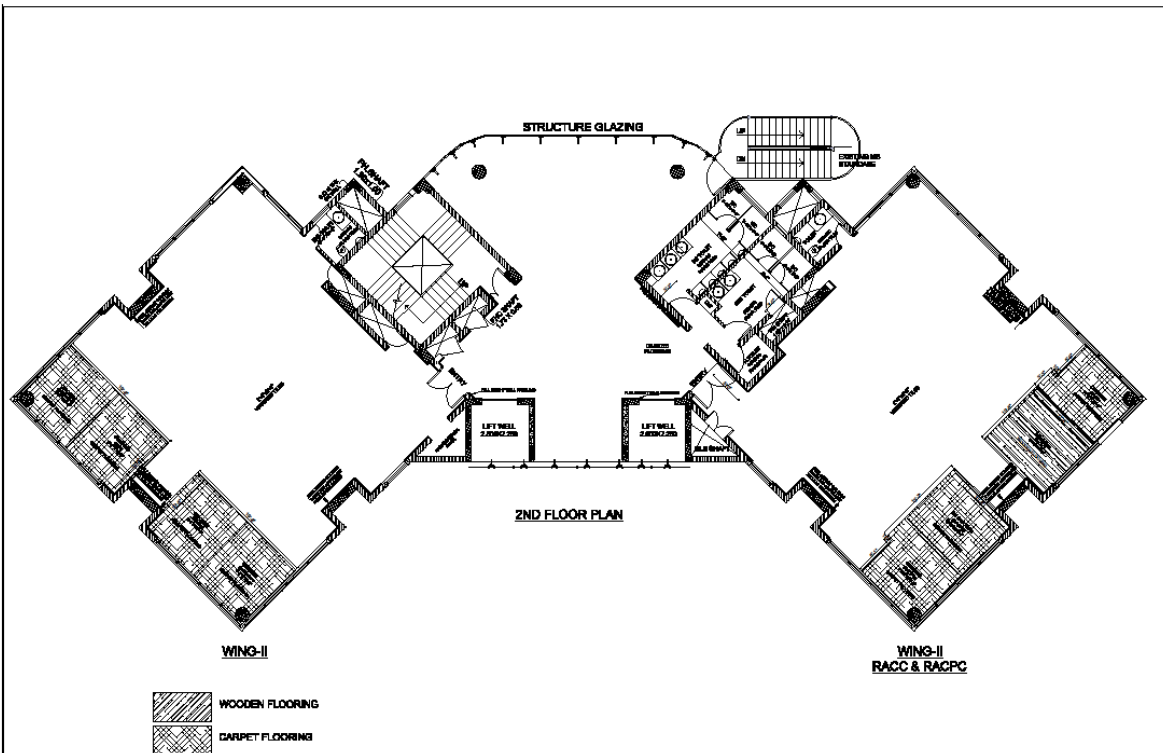


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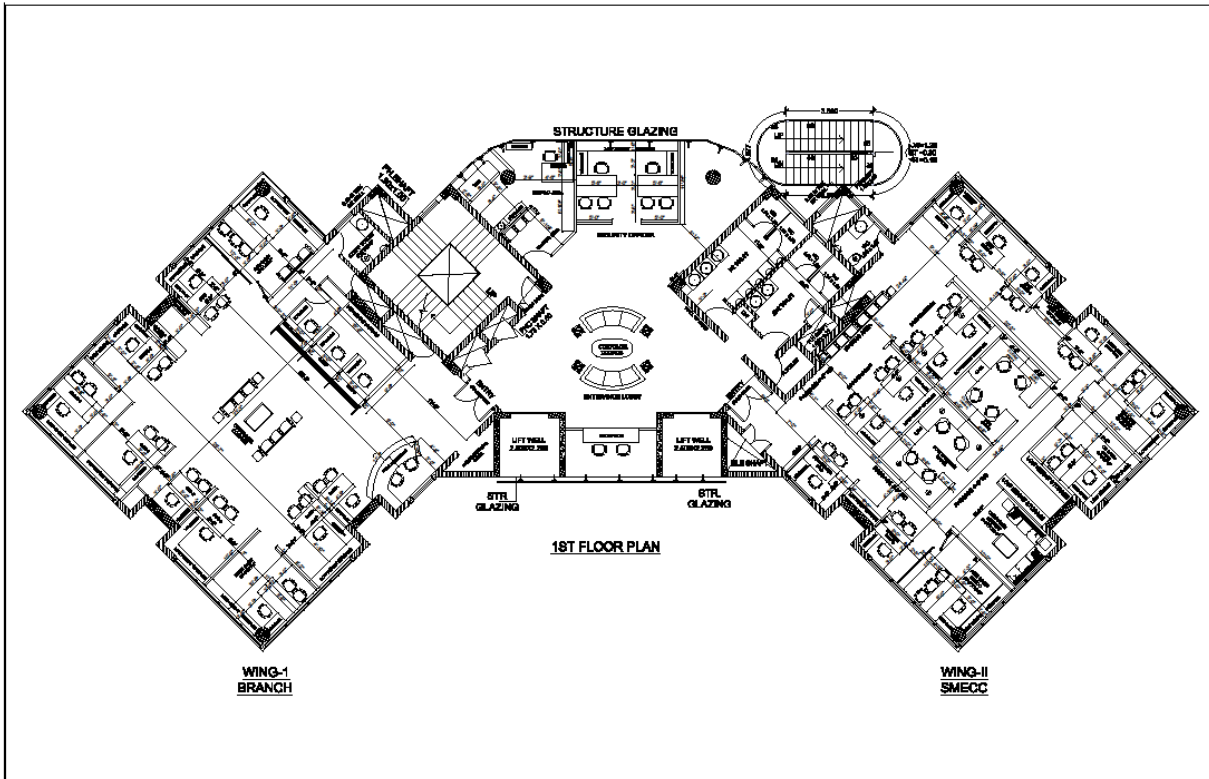




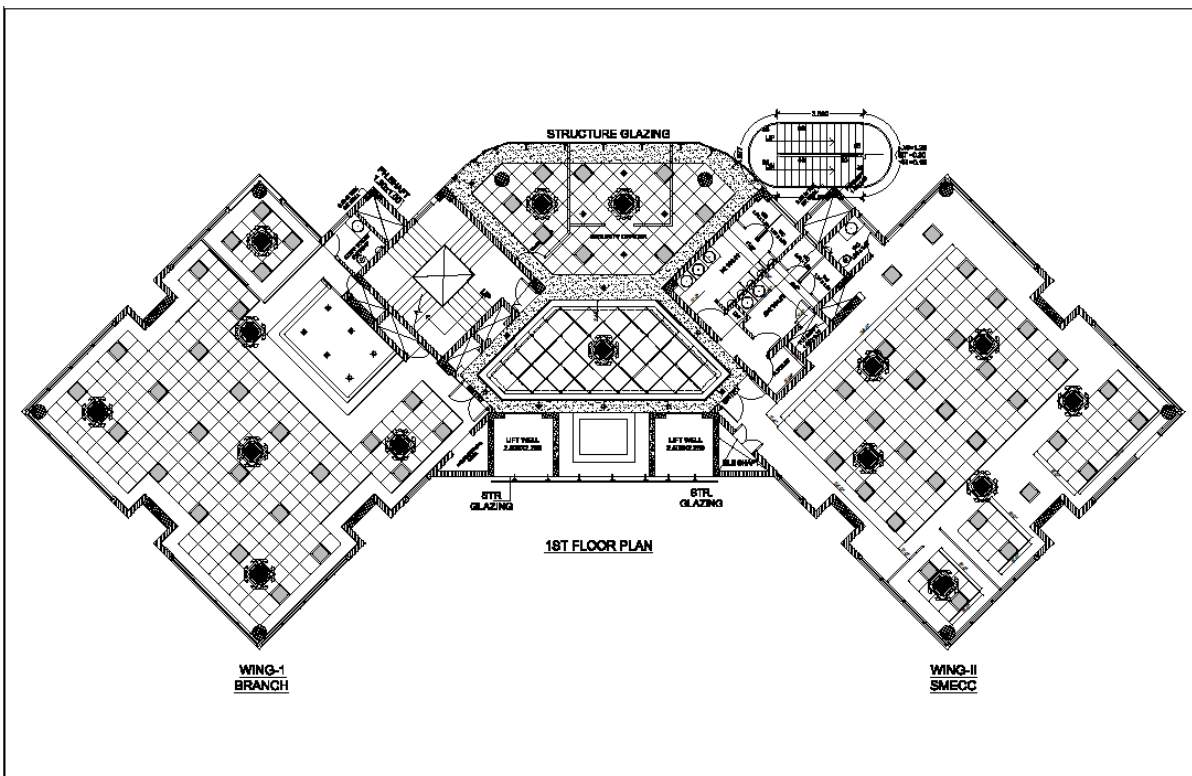
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PROJECT: PROPOSED PLAN OF ADMINIST RATIVE OFFICE STATE BANKOF INDIA UE-PHASE-I AT BATHINDA	TITLE OF SHEET: FIRST FLOOR FINAL FURNITURE LAYOUT PLAN	DATE: 24-10-2021 SCALE: DWG No.	ARCHITECT: AR.ANMOL PUPNEJA	design innovations <small>ARCHITECTS, INTERIOR DESIGNERS, PLANNERS</small> B-146, URSWA ESTATE, PHASE-I, BATHINDA PH: 2012131 (D) 98154-41951 (M)	

