TENDER

JULY 2017

ELECTRICAL WORK

STATE BANK OF INDIA

JASDAN BRANCH, RAJKOT

TENDER ISSUED TO: _____

_____

ON _____

AT_____ AM/PM

ARCHITECT:
DEVDATT PANDYA
STUDIO 919 ARCHITECTS
2ND FLOOR/8, AJITNATH SOCIETY
B/S PULKIT HIGH SCHOOL
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PART – 1

Technical Bid

Electrical work

NOTICE INVITING TENDER (NIT)

SBI invites two sealed cover tenders from the **ELECTRICAL** contractors on Bank's approved panel in the circle under category **E-2, E-3 & E 4 for the work of ELECTRICAL WORK for STATE BANK OF INDIA AT PROPOSED JASDAN BRANCH, DISTRICT: RAJKOT.**

Details of the tender are as under:

1	Name of work	ELECTRICAL WORK FOR STATE BANK OF INDIA AT JASDAN BRANCH, DISTRICT: RAJKOT.
2	Time allowed for completion	45 days from the date of placing the work order or date of handing over the site for execution of work, whichever is later
3	Earnest Money Deposit.	Rs. 7,300/- (Rupees seven thousand three hundred only) by way of demand draft/ banker's cheque/ personal cheque of the firm's SBI account payable to "State Bank of India". Technical bid with personal cheque of any other bank except SBI shall be summarily rejected & their price bid shall not be opened.
4	Total Security Deposit	5% of contract value.
5	Cost of tender document	Nill. There is no need to purchase tender from Architect office as it will be available online. (sbi website-www.sbi.co.in).
6	Last date & time of receipt of completed & filled tender.	16 / 08 / 2017 UP TO 1500 Hrs.
7	Address at which the tenders are to be submitted.	The Assistance General Manager, RBO- 02, Shiv Shakti Chambers, On Morbi-Wankaner National Highway, Lalpar-Morbi-363642
8	Date & time of opening of tenders	17 / 08 / 2017 AT 1400 Hrs.
9	Place of opening received tenders	The Assistance General Manager, RBO- 02, Shiv Shakti Chambers, On Morbi-Wankaner National Highway, Lalpar-Morbi-363642
10	Defect liability period.	12 months (Twelve Months)
11	Validity of offer.	3 months from the date of opening of price bid.
12	Liquidated damages	0.5% per week subject to maximum of 5% of contract value.
13	Rates	Rates quoted by the tenderer shall remain firm throughout the contract period (including variations) taxes, duties, levies, royalties, transportation, labor, other incidental charges, WCT etc. PVA & PVA clause shall not be applicable. Rates are inclusive of all taxes except **GST SHALL BE PAID AS PER BANK'S GUIDELINES.**
14	Payment terms	Only final Bill will be paid against the detailed bills submitted by the contractor to the Architect on successful completion of the work. Payment against Final payment shall be made within 15 days of the receipt of recommendation from the Architect. Final bill shall be paid on successful completion of the work and against the final detailed bill submitted by the contractor to the Architect. The Architect shall check the bill & issue the payment certificate within 15 days from the date of submission of the bill to them.
15	Refund of Security Deposit	50% of the total Security deposit deducted shall be refunded at time of issuance of final certificate. Remaining 50% of the Security Deposit shall be returned without any interest of any kind upon successful completion of defect liability period of 12 months.
16	Duties of Architect:	Overall Supervision, issuing of drawings, Specifications, Details etc. approval of samples, makes, finishing, items, etc. acceptance/ Rejection of quality of work, checking of measurements/ bills, issuance of payment certificate (submitting recommendation to the bank to release the payment to the contractor).
17	Working schedule	Since the work has to be carried out in running premises. The contractor has to execute the work without disturbing the functioning of the branch.
18	Insurance	The contractor shall obtain all necessary insurance policies as per the law applicable at the centre & shall be required to produce the original policies and receipt of the premium applicable in the matter to the Architect/Bank.
19	Water & electricity	Water & Electricity shall be provided by the Bank at one point. However further distribution & extension & light fixture etc. with

		required MCB switches, switch boards, lamps, tube, etc. shall be arranged by the contractor at their own cost within the accepted tender cost. Bank will recover 0.5% of final bill amount consumption of water & electricity.

Note:

Tender documents will be available on sbi website www.sbi.co.in under procurement news from 03/08/2017 to 16/08/2017 on all working days.

i. In case the date of opening of tender is declared a holiday, the tenders will be opened on the next working day at the same place & time.
ii. Please read tender documents for details on content of this NIT. Tenderers are requested to go through the additional conditions with due care as the same are stipulated particularly for this project.
iii. Rates quoted by the tenderers in variance with the NIT provision are liable to be rejected.
iv. Clarification, if any, regarding the content of these documents & this work can be obtained from the Architect before filling in the tenders. All bidders are supposed to visit the site, understand the conditions, and seek clarifications from the bank & the architect.
SBI has right to accept/ reject any/ all tenders without assigning any reasons.

To
The Assistance General Manager,
RBO- 02, Shiv Shakti Chambers,
On Morbi-Wankaner National Highway,
Lalpar-Morbi-363642

DATE: 03/08/2017

TENDER FORM

Place: Date: 03/08/2017

To
The Assistance General Manager,
RBO- 02, Shiv Shakti Chambers,
On Morbi-Wankaner National Highway,
Lalpar-Morbi-363642

Dear Sir,

ELECTRICAL WORK FOR STATE BANK OF INDIA AT JASDAN BRANCH, DISTRICT: RAJKOT.

1. I/We refer to the Notice inviting Tender issued by used by you for the captioned work.
2. I/ We do hereby offer to perform, provide, execute, complete & maintain the works in conformity with the Bill of Quantities, Drawings, Specifications, Design, General & Special conditions of Contract, Instruction to tenderers etc. as contained in the tender documents for the sum as arrived & filled, at the respective rates quoted by me/ us.
3. I/ We have satisfied myself/ ourselves as to the site conditions, examined site & drawings & all aspects of the tender documents including conditions & the same are acceptable to me/ us. I/ We do hereby agree, should this tender be accepted in whole or in part thereof to:

A. I/We agree to abide by & fulfill the terms, conditions & provisions of tender documents annexed hereto.

B. I/We agree to complete the work within stipulated completion time at no extra cost to the Bank.

4. I/We are enclosing herewith the earnest Money Amount of as per NIT in the form of Bank Draft/ Pay Order/ Banker's Cheque/ Personal Cheque (of the firm's SBI account) no._____ Dt. _____ drawn by _____ in favour of state bank of India payable at Ellis bridge. **The technical bid with personal cheque of any bank other than SBI shall be summarily rejected & their price bid shall not be opened.**

"COVER – A"

Sealed cover marked as "Technical Bid Cover – A" on top of the cover and containing:

i. EMD
ii. Complete set of "PART – A" of tender documents (Rates in "Schedule of Quantities" are left blank/ unfilled.)
iii. The offer with any terms & conditions shall be summarily rejected & their price bid shall not be opened.
iv. In case of partnership firm: Attested copy of Partnership Deed and Special Power of Attorney, which contains specific powers authorizing undersigned/s for tendering.
v. In case of Company: Attest copies of Memorandum of Articles of Association of the company along with Board Resolution authorizing undersigned for tendering.

"COVER – B "

Sealed cover marked as "Price Bid: cover – B" on the top of the cover & containing:

i. Complete set of Tender documents including Schedule of Quantities of tender duly filled in & signed (Rates & Amounts are to be filled in.)

Both Cover – A & Cover – B are to be placed in a third cover which shall be duly sealed. Three coves are to be marked as "tender for electrical work for state bank of India, at proposed sp ring road branch, district: Ahmedabad.**"**

All covers are addressed to: **"**The Assistance General Manager, RBO- 02, Shiv Shakti Chambers, On Morbi-Wankaner National Highway, Lalpar-Morbi-363642**"** & are sealed & carry address of our firm/ at bottom left corner of envelopes.

I/ We confirm that I/ we are duly authorized to participate in the tendering/ bidding & understand that my/ our tender is liable to be rejected it:

i. At any time it comes to the notice of the bank that I/We have concealed or/ and have given any wrong information.

ii. The tender is not duty filled and / or signed and / or is incomplete and / or the covers are not properly sealed.

iii. The price bid contains any condition/s/ alterations/ modification and/ or any tempering with the published Tender documents is done at my/ our end.

iv. Tender received by the Bank after due date & time.
All the pages of tender documents are affixed with seal/ stamp of my/ our company and initialed/ signed by the undersigned.

Signature of tenderer's
(Duly authorized for tendering)

seal/ stamp of the firm/ company.

Place:

Date:

Name:

Designation:

Signature & Address of Witnesses:

(a) Signature _____

Name: _____

Place: Address: _____

Date: _____

(b) Signature _____

Name: _____

Place: Address: _____

Date: _____

ARTICLES OF AGREEMENT

Articles of Agreement made this _____ day of _____Between State Bank of India, a body, corporate constituted under the State Bank of India Act and having its Local Head Office at Lal Darwaja, Ahmedabad-380001. Hereinafter called The Bank which expression shall include its successors and assigns of the one part and _____ (name & address of contract) _____hereinafter called the "contractor" which expression shall include the successors and assigns of the other part.

Whereas the Bank is desirous of having electrical work state bank of india, sp ring road branch, district: ahmedabad, and has caused drawings and specifications describing the work to be done to be prepared by devdatt pandya, architect, studio 919 architects, 2nd floor/8, ajitnath society, b/s pulkit high school, nr. Padli post office, fatehpura, ahmedabad-380 007, phone: (079) 26630154 as its architects and whereas the said, drawings have been seen, the specifications and/ or the schedule of quantities have been signed by or on behalf of the contractor and whereas the contractor has agreed to execute upon and subject to all conditions of contract (all of which are collectively hereinafter referred to as "The said conditions") the work shown upon the said drawing and or described in the said specifications and included in the said schedule of quantities at the respective rates there in set forth amounting to the sum as therein arrived at or such other sum as shall become payable there under (hereinafter referred to as "the said contract amount")

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the said contract amount to be paid at the time and in the manner set forth in the said conditions execute and complete the work shown upon the said drawings and in the said specifications and the schedule of quantities, either in whole or in part.

2. The bank shall pay the contractor they said contract amount or such other sum as shall become payable at the time and in the manner hereinafter specified in the said conditions.

3. The Architects in the said conditions shall mean the said Architect Devdatt Pandya, in the event of their death or ceasing to be the architects for the purpose of this contract for whatever reason, such other person as shall being nominated for that purpose by the Bank, provided always that no person subsequently appointed as Architects under this contract shall be entitled to disregard or over rule any previous decision or approval or directions given or expressed in writing by the Architects for the time being.

4. The said general conditions, special conditions, technical drawings, Notice inviting Tender, specifications, Guarantee, Instruction to Tenderers Price Bid (Schedule of Quantities), Correspondence, letter of acceptance, Agreement & appendix there to, contained in the tendered documents/said condition shall be read and considered as forming part of this agreement, and the parties hereto shall respectively abide by, submit themselves to the said conditions and perform the agreements on their part respectively in the said conditions contained therein.

   The plans, agreements and documents mentioned herein shall form the basis of the contract. The contract is neither a fixed lump sum contract but is a contract to carry out the work in respect of the Electrical work for state bank of India, Jasdan Branch to be paid for according to actual measured quantities at the rates contained in the schedule of rates and/ or negotiated rates and probable quantities as provided in the said conditions.

5. As per the scope described and to be paid for according to actual measured quantities at the rates contained in the Schedule of Rates and / or negotiated rates and Probable quantities or as provided in the said conditions.

6. The Bank Reserves to itself the rights of altering the specifications and nature of the work by adding to or omitting any item of work or having portions of the same carried out without prejudice to the contract.

7.

a) The said conditions shall be read and construed as form the said conditions shall be read and construed as forming part of this agreement and the parties hereto will respectively abide by to submit themselves to the conditions and stipulations and perform the agreements of their parts, respectively in such conditions contained.

b) if the contractor have any doubt about the quality of the materials or any difficulty in supervision of the day to day work it shall be duty of the contractor to report the matter in writing forthwith to the bank and for the time being suspend that portion of work about which difficulty is experienced, and the contractor will abide by the direction given by the Bank.

c) The contractors are aware that the bank will not give day-today supervision but will periodically supervise & the contractor has to perform their obligation under the instructions given to him periodically & under sub clause (a) & (b) above.

d) The contractor covenant & warrant that completed items of work as well as the entire work on completion will be in conformity with specifications and the terms & conditions contained in the said conditions and will be of contract quality & description.

8. Time shall be considered as the essence of this contract and the contractor hereby agrees to commence the work on the day on which he is instructed to take possession of the site or from the fourteenth day after the day of issue of formal Work Order as provided for in the said conditions whichever is later and to complete the entire work within 45 (Forty five) days subject nevertheless to the provisions for extension of time.

9. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen in Ahmedabad and only the Courts in Ahmedabad shall have jurisdiction to determine the same.

a) All payments by the Bank under the contract shall be made only at Rajkot.

b) Any dispute arising under this agreement shall be referred to arbitration in accordance with stipulation laid down in the general conditions of contract.

c) The content of this agreement have been read by the contractor and fully understood by the contractor.

In witness where of the Bank & the Contractor have set their respective hands to these presents and two duplicates hereof the day and year first herein above written (if the Contractor is a Partnership Film or an individual).

In witness whereof the bank has set its hands to these presents through its duly authorized officials & the contractor has caused its common seal to be affixed hereunto & the said duplicates have/ has caused these presents & the said two duplicates hereof to be executed on its behalf, the day & the year first herein above written (if contractor is a company).

Signature clause:

_____

SIGNED AND DELIVERED

By the hand of shri _____ Asst. General Manager, of State Bank of India
(Name & Designation)

Signed by the said in the presence of: _____

1. _____

Address _____

2. _____

Address _____

SINGNED AND DELIVERED by _____ (If contractor is a partnership firm or an individual, should be signed by all partners or by duty authorized person on behalf of the partners)

1. _____

Address _____

2. _____

Address _____
(Witness)

THE COMMON SEAL OF _____was hereinto affixed pursuant to the resolution By Board of Directors at the Meeting held on _____(It Contractor signs under its common seat, the Signature Clause should telly with the seating clause in the Articles of Association)

SIGNED & DELNERED by

1. _____

Address _____

2. _____

Address _____
(Witness)

SIGNED AND DEUVERED by _____ (It the contractor has signed by the hand of Power of Attorney, whether a Company or Individual)

1. _____

Address _____

2. _____

Address _____
(Witness)

SCHEDULE

I. Letter of Acceptance] Work Order No. _____ Dt. _____

II. Your letter Nos. _____Dt. _____

III. Our Letter Nos. _____ Dt. _____

IV. Architect's Letter Nos. _____Dt. _____

V. Minutes of the Meeting Dt. _____

VI. Tender Form, Notice inviting Tender, instructions to tenderers, General conditions of Contract, Special conditions of Contract, Additional conditions & specifications, Technical specifications; Cod of Practice, Bill/ Schedule of Quantities, Price Bid, Safety Code, List of approved make, Guarantee Agreement, Mode of measurements, Appendix, Drawings, Testing of materials & their Frequency, Bar Chart etc.

VII. _____

VIII. _____

INSTRUCTION TO THE TENDERER

1. SCOP OF WORK

Sealed tenders are invited by "The Assistance General Manager, RBO- 02, Shiv Shakti Chambers, On Morbi-Wankaner National Highway, Lalpar-Morbi-363642" for and or on behalf of Stat bank of India for the work of Electrical work for State bank of India, Jasdan branch.

a) **SITE AND ITS LOCATION:**
The proposed work is to be carried out at electrical work for state bank of India, Jasdan branch.

2. TENDER DOCUMENTS

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

- Instructions to tenderers
- General Conditions of Contract
- Special Condition of Contract
- Additional Conditions
- Technical Specifications
- Drawings
- Price Bid
- NIT
- Performance Guarantee Agreement

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

- Price bid / B.O.Q. & NIT
- Additional Condition & Approved marks.
- Technical Specifications
- Drawings
- Special Condition of Contract
- General Condition of Contract
- Instructions of Tenders

c) Complete set of tender documents including relative drawings can be obtained in person from the office of the Architects as mentioned in NIT during the period and as mentioned in the NIT on paying cost of tender document as mentioned in NIT by means of cash / DD / Banker's Cheque / Personal Cheque of the firm's SBI account, payable to drawn in favor of ARCHITECT DEVDATT PANDYA, AHMEDABAD

d) The Tender Documents Are Not Transferable.

3. SITE VISIT

Intending tenderer shall visit the site and make himself thoroughly acquainted with the local site condition, nature and requirements of the works, facilities of transport condition, effective labour and materials, access and storage for materials and removal of rubbish. The tenderer shall provide on their tender for cost of carriage, freight and other charges as also for any special difficulties and including police restrictions for transport etc., for proper execution of work as indicated in the drawings. The successful tenderer will not be entitled to any claim of compensation for difficulties faced or losses incurred on account or any site condition which existed before the commencement of the work or which in the opinion of the Bank/architects might be deemed to have reasonably been inferred to be so existing before commencement of work.

4. EARNEST MONEY DEPOSIT (EMD)

The tenderer are requested to submit the Earnest money, amounting of as per NIT in the form of Demand Draft, Pay order, Banker cheque or a personal cheque from tenderer's firm's SBI account drawn in favour at State Bank at India, Ahmedabad must accompany each tender in sealed "COVER - A containing Technical Bid" which shall be super scribed **"**The Assistance General Manager, RBO- 02, Shiv Shakti Chambers, On Morbi-Wankaner National Highway, Lalpar-Morbi-363642**"**

- EMD in any other form other than as specified above will not be accepted. Tender not accompanied by the EMD in accordance with clause above shall be rejected.
- No interest will be paid on the EMD
- EMD of unsuccessful tenderer will be refunded within 30 days of award of contract.

- EMD of successful tenderer will be retained as a part of initial security deposit (ISD)

5. INITIAL SECURITY DEPOSIT (ISD)

The ISD amount shall be 2% of the contract value. The successful tenderer will have to submit a sum equivalent to 2% of contract value less EMD (which shall be adjusted as per of SID) by means of Demand Draft / Banker's Cheque / Personal Cheque of the firm's SBI account, in favour of State Bank of India Payable at Ahmedabad within a period of 07 days of acceptance of tender.

6. TOTAL SECURITY DEPOSIT (TSD)

Total security deposit shall be 5% of contract value. Out of this 2% of contract value is in form of initial security deposit which includes the EMD. The balance 3% shall be deducted from the running account bill of the work by way of retention amount at rate of 10% of the respective running account bill i.e. the deduction from each running account bill will be 10% till total 3% of contract value is reached. 50% of the total security deposit shall be paid to the contractors on the basis of Architect's certifying the virtual completion. The balance 50% would be paid to the contractors after the defects liability period as specified in the contract.

7. SIGNING OF CONTRACT DOCUMENTS

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

8. COMPLETION PERIOD

Time is essence of the contract. The work should be completed in all respects in accordance with the terms of contract within a period as mentioned in NIT, from the date of handing over site or 45 days from the date of receipt of letter of acceptance whichever is later.

9. VALIDITY OF TENDER

Tenders shall remain valid and open for acceptance for a period (validity of tender) as mentioned in NIT. If the tenderer withdraws his / her offer during the validity period or makes modifications in his/her original offer which are not acceptable to the Bank, without prejudice to any other right or remedy, the Bank shall be at liberty to forfeit the EMD.

10. LIQUIDATED DAMAGES

Should the work be not completed to the satisfaction of the Bank/architects within the stipulated period, the contractor shall be bound to pay to the Bank a sum calculated as given in appendix here to by way of liquidated damages and not as penalty during which the work remains uncommented or unfinished after the expiry of the completion date.

11. RATE AND PRICES

In Case Of Item Rate Tender

- The tenderers shall quote their rates for individual items both in words and figures. In case of discrepancy between the rates quoted in words and figures the unit rate quoted in words will prevail. If no rate is quoted for a particular item the contractor shall not be paid for that item when it is executed.
  The amount of each item shall be calculated and the requisite total given. In case of discrepancy between the unit rate and total amount calculated from multiplication of unit rate and the quantity, the unit rate quote will govern and the amount will be corrected.
- The tenderer need not quote their rates for which no quantities have been given. In case the tenderer quote their rates for such items those will be ignored and will not be considered during execution.
- The tenderers should not change the units as specified in the tender. If any unit is changed the tenderers would be evaluated as per the original unit and the contractor would be paid accordingly.
  The tenderer should not change or modify or delete the description of the item. If any discrepancy is observed he should immediately bring to the knowledge of the Architect/Bank.
- Each page of the BOQ shall be signed by the authorized person and cutting or overwriting shall be duty attested by him.
- Each page shall be totaled and the grand total shall be given.
- The rate quoted shall be firm and include all costs, allowances, taxes, levies etc.

SPECIFICATIONS FOR ELECTRICAL WORKS

General:

The scope of work covers execution and completion of the electrical installation work of the proposed electrical works for bank of India, Jasdan branch, Rajkot, in accordance with drawings & specifications.

Rules & Regulations:

The installation shall be generally carried out in confirmatory with the requirements of Indian Electricity Act 1910 (as amended up to date) and the latest Indian Electricity Rules and supplementary Regulations of the State Electricity Departments and Electricity Undertakings and where the installation is subject to inspection and approval of Fire Insurance and Explosives Authorities, such installation shall be planned and executed to conform to their special Rules.

1.0 Point Wiring:

1.1 Supply:

The following material shall be included in a point wiring and accessories.

a) Conduit - PVC rigid 2.0mm thick conduit and accessories.
b) Wires - PVC insulated copper conductor multi-stranded flexible type wires ISI mark of 1.0, 1.5, 2.5, 4.0, 6.0, 10, 16sq.mm
c) Switches - 5 Amp single pole, two way switch, 5 amp socket, 15 Amp switch and socket, fan Regulators with flush metal boxes wherever concealed and front plates and boxes of company make for surface mounting all of approved make.
d) Cover plates for outlet boxes - 3 mm thick Formica / Hylam sheet specially for electrical purposes.
e) Hardware - screws and washers non rusting type brass type.
f) Switch Boards and outlet Boxes - Factory made boxes of approved make for flush mounting for switches and accessories and 16 SWG m.s. sheet with Gl boxes as outlet boxes with knock-outs for conduit entries and tapped holes for screws.Holders - Pendant holders / angle holders / ceiling rose etc. of approved make white in colour.
g) Industrial Sockets - Industrial type metal clad with metallic top.

1.2 Installation:

All conduit shall be concealed / surface mounted in / on walls, beam, column, slabs or concealed in false ceiling in all A/C areas etc. by necessary charis or clamping with saddles, spacers of hot deep Gl. made. Charis shall be made in walls to conceal the conduits and then refilling of the charis with cement mortar All switch boards and outlet boxes (placed for bracket wall points) shall be concealed / surface in/on walls and should be kept in line and level with help of spirit level. Fan boxes shall be provided with nut welded on top with threaded hook and check nut. Wire drawing should be done with the help of draw wire. The conduits shall be cleaned of all foreign materials before inserting the wires Drawing of wires should be done such that the insulation of wires is not damaged.

All works shall be done as per instruction and satisfaction of the Consultant.

For surface conducing wiring, the conduit fitting switch/ceiling fan regulator boxes etc. shall be installed surface exposed. Flexible conduits shall not be used earth continuity conductors. Separate earth wire shall be provided either inside or outside the flexible conduits which shall be connected by means of earth clips to the earth system at one end and to the equipment at the other end as per IS 3043-1987.

Size of wire shall be chosen to limit Voltage drop within 5 %. Area of conductor shall be 1.0, 1.5, 2.5, 4.00 and 10.0 sq. mm copper. Generally not more than 8 to 10 points shall be wired in one circuit.

1.3 Testing:

After completion of wiring, installation of switches etc., testing shall be done for insulation resistance as specified in the tender

Notes No Joints shall be allowed in any wires in the conduits, all wires shall only be joined oi connected at termination points. All circuits shall have individual neutrals and one neutral shall riot complete the whole wiring system.

Circuit's mains shall start from Distribution board to switch board or from Meter board to Distribution. The circuits mains includes supply and installation of two nos. of wires with earth wire for single phase mains and Four nos. of wires with earth wire for three phase mains.

2.1 Supply:

Conduit - PVC rigid 2.0mm thick conduit and accessories.

b) Wires - PVC insulated copper conductor multi-stranded flexible type wires ISI mark of 1.0, 1.5, 2.5, 4.0, 6.0, 10, 16 sq.mm

2.2 Installation:

a) For conceal wiring system all conduits shall be laid in the slab before casting of slab and shall be concealed in walls by making charts in walls and refilling the same before the final plaster of wall is done. All the switch boards and outlet boxes also shall be installed concealed in line and level.

b) For surface wiring system all conduits / PVC trunking shall be clamped with hot deep GI. saddles / spacers on wall, ceiling, beam, column etc. in line align with the help of spirit level. All the switch boards and outlet boxes shall be surface mounted type and to be installed in line and level.

c) Wires shall be drawn in conduit after cleaning of conduits and drawn with the help of draw wires. No damage to the insulation of wires should be done while drawing.

2.3 Testing:

After completion of wiring, installation of switches etc. Testing shall be done for insulation resistance as specified in the tender.

3.0 Distribution Boards:

3.1 Supply:

Distribution boards shall be of sheet metal with rated bus bars, factory made. They shall be for three-phase or single phase distribution system as per the requirements or schedule of quantities.

3.2 Installation:

The distribution board shall be concealed in wall, flush mounted or surface mounted and should be in line and level. These shall be factory tested. Final MCBs on sub circuits shall be marked by permanent markers on the DB door

3.3 Test:

After installation of MCBs, it shall be tested.

4.0 M.C.B & ELMCB.

4.1 Supply:

MCB : These shall be SP.SPN.TP or TPN as specified in drawings Rating of 2A, 6A, l6A, 25A. 30A, 63A. 10KA fault level, as per IS-8828--S978; BS 3871-part l.

ELMCB : These shall be of SPN. TPN and specified in drawings of rated value. ELMCB - BS-4293 neutral advance feature at closing neutral will be first to contact at the time of opening neutral breaks last after allowing the phases to open first Since the ELCB is to be used as main switch, it shall have safe interrupting clearance as per IEC 408/IS 4064. The ELCB shall have terminals to terminate aluminum conductor up to 25 mm2. The ELMCB shall have sensitivity of 30 - 300 ma as per requirements

4.2 Installation:

All ELMCB and MCBs shall be installed in the DB on din rail provided in the DB, spares shall be blocked by blank plates.

4.3 Testing:

All ELMCB should be tested for overloading, short circuit, earth leakage tripping and MCBs should be tested for overloading and short circuit tripping

5.0 Material:

All materials, fittings and appliances used in the electrical installation shall be of the best quality of approved manufacturer and shall conform to the latest Indian Standard Specifications wherever these exist.

6.0 Workmanship:

Good workmanship and neat appearance are the prerequisites for compliance with the various sections of these specifications. The work shall be carried out under direct supervision of a person holding Certificate

of Competency issued by the State Government and in accordance with the statutory rules and regulations in force. The relevant ISI code of practice shall be followed wherever applicable.

7.0 Drawing:

The set of all relevant electrical drawings, with specifications are furnished to the Contractor for his own use until the completion of the contract. However wherever required, detailed drawings shall be prepared and got approved.

On completion of the work, completion drawings shall be prepared and five copies of the same should be submitted to the Employer. The completion drawings shall indicate clearly the main switch board, the runs of various mains and sub-mains, position of points and their controls. All circuits shall be clearly indicated and numbered in the wiring diagrams and all points shall be given the same number as the circuit to which they are electrically connected.

8.0 Marking & Apparatus:

When a board is connected to voltage higher than 250 volts, all the terminals or leads of the apparatus mounted on it shall be marked in the following colours to indicate the different poles or phases to which the apparatus or its different terminals may have been connected.

Three Phases	--	Red, Blue & Yellow
Neutral	--	Black
Off wire	--	White or Grey
Earth wire	--	Green

Where four wire three phase wiring is done, the neutral shall be in black colour and the other three wire in another colour. Where has more than one switch, each such switch shall be marked to indicate which section of the installation it controls. The main switch shall be marked as such and where there is more than one main switch is the building, each such switch shall be marked to indicate which section of the installation it controls.

All marking required under this clause shall be clear and permanent.

9.0 Materials:

All materials used in the construction of fittings shall be of such quality, design and construction that will provide adequate protection in normal use against mechanical and electrical failures and exposures to the risk of injury or electric shock and shall withstand the effects of exposure to atmosphere.

10.0 Ceiling Rose:

Ceiling rose and similar attachments - A ceiling rose or any other similar attachments shall not be used on a circuit, the voltage of which normally exceeds 250 Volts. Normally only one flexible cord shall be attached a ceiling rose. Specially designed ceiling roses shall be used for multiple pendants

11.0 Socket Outlets & Plugs :

A socket outlet shall not embody fuse terminals as an integral part of it. But the fuse may be embodied in plug in which case the plug shall be non-reversible and shall be so arranged and connected that the fuse is connected to an outer or phase conductor or the non-earthed conductor of the circuit. Every socket outlet shall be controlled by switch will be on the live side of the line. In an earthed system of supply, the outlet and plug shall be three pin type and the third terminal connected to earth.

Every lighting fitting shall be controlled by a switch and where control at more than point is necessary by as many as two ways and intermediate switches as there are control points. Lights, fans and socket outlets shall be so located as to provide maximum comfort to the occupant and to enable him to utilise the electricity in the most economical manner.

Where conductors are required to be drawn through tube or channel leading to the fittings, the tube or channel must be free from sharp angles or protecting edges and of such size as will enable them to be wired with the conductors used for the final sub-circuit without removing the braiding or taping. As far as possible all tubes or channels should be of sufficient size to permit looping back.

c) Where a light fitting is supported by one or more flexible cords, the maximum weight to which the twin flexible cords can be subjected shall be as follows:

SIZE OF TWIN FLEXIBLE CORDS

Nominal cross sectional		No. & diameter area of in wires		Maximum permissible weight	
Sq.Inch	Sq.mm.	Sq.Inch	Sq.mm.	Sq.Inch	Sq. mm

0.006	0.5	14/0.0076	14/0.193	1.4	3
0.0010	-	23/0.0076	23/0.93	2.3	5
0.0017	1.5	40/0.0076	40/0.193	4.3	10

Where a weight is greater than 4.5 Kgs.(10 Lbs) then it has to be supported, two or three twin flexible cords shall be used so that the maximum weight to which any cord is subjected does not exceed the above values, or Alternatively other support viz. suitable metal pipe or suitable support shall be provided.

No inflammable shade shall form a part of a light fitting unless such shade is well protected against all risks of fire. Celluloid shade or light fitting shall not be used under any circumstances.

Enclosed type fittings shall be provided with a removable glass receptacle, arranged to enclose the lamp completely and of such size or construction as to prevent undue heating of the lamp or if the position of fitting be such that the glass receptacle is liable to mechanical damage the glass shaii be protected by a suitable wire guard.

12.0 Fittings Wire:

The use of fitting wire shall be restricted to the internal wiring of the lighting fittings. Where fittings wire is used for wiring fittings, the sub-circuit leads shall terminate in a ceiling rose or connector from which they shall be carried into the fittings.

13.0 Lamp Holders:

Lamp holders for use on brackets and the like shall have not less than 1.3 cm(1/2") nipple and all those for use with flexible pendant shall be provided with cord grips. All lamp holders shall be provided with shade carriers. Where centre contact Edison screw lamp holders are used, the outer or screw contact shall be connected to the ' middle wire ' or the neutral or to the earthed conductor of the circuit.

14-0 Lamps:

All incandescent lamps, unless otherwise required, shall be hung at height of 2.5m (8 ft.), above the floor level they shall be provided with caps of the following patterns:

Upto and including 200 watt.		-	Standard Bayonet (B)
Above 200 watts and not exceeding	300 watts	-	Edison Screw (E.S.)
Above 300 watts		-	Golliath Screw (GS)

15.0 Fans, Regulators and Clamps:

Ceiling Fans: Ceiling fans including their suspension shall conform to IS : 374-1951 and to the following requirements :

All ceiling fans shall be wired to ceiling roses or to special connector boxes and suspended from hooks or shackles with insulators between hooks and suspension rods. There shall be no joint in the suspension rod but if joints are unavoidable then such joints (2") minimum length and both ends of the pipes shall touch together within couplers and shall in addition to, be secured by means of split pins; alternatively the two pipes may be welded.

Canopies on top of suspension rod shall effectively hide the suspension.

The leadings-in-wire shall be of nominal cross section area not less than 0.002 sq.inch (3.00.029") and shall be protected from abrasion.

ii) Exhaust fans shall be erected at the places indicated by the Architects. For fixing an exhaust fan, a circular hole shall be provided in the wall to suit the size of the frame, which shall be fixed by means of rag bolt embedded in the wall. The exhaust fan shall be aired as near to the hole as possible by means of a flexible cord, care being taken that the blades rotates in the proper direction.

TESTING OF INSTALLATION

16.0 Insulation Resistance:

The insulation resistance shall be measured by applying between earth and the whole system of conductors or any section thereof with all fuses in place and all switches closed and except in earthed concentric wiring all lamps in position or both poles of the installation otherwise electrically connected together, a direct current pressure of not less than twice the working pressure provided that it need not exceed 500 volts for medium voltage circuits. Where the supply is derived from the three wire (AC or DC) or a poly phase system, the neutral pole of which is connected to earth either direct 01 through added resistance, the working pressure shall be deemed to be that which is maintained between the outer or phase conductor and the neutral.

The insulation resistance measured as above shall not be less than 50, divided by the number of points on the circuits provided that the whole installation shall be required to have an insulation resistance greater than one megohm.
Control rheostats, heating and power appliances and electrical sings may, it required, be disconnected from the circuit during the test, but in that event the insulation resistance between the case of frame work and all live parts or each rheostat appliance and sign shall not be less than that specified in the relevant IS specifications shall not be less than half a megohm.
The insulation resistance shall also be measured between all conductors connected to one or phase conductor of the supply and all the conductors connected to the middle wire or the neutral or to the other pole or phase conductors of the supply and its value shall not be less than that specified in sub clause(b)
On completion of an electric installation (or an extension to an installation) a certificate shall be furnished by the contractor countersigned by the qualified supervisor the installation was carried out. The certificate shall be in the prescribed form as required by the local Electrical Supply Authorities. One such recommended form is given in Appendix-B.

Testing of earth continuity path : The earth continuity conductor including metal conduits and metallic envelopes of cables in all cases shall be tested for electric continuity and the electrical resistance of the same along with the earthling lead but excluding any added resistance or earth leakage circuit-breaker measured from the connection with the earth electrode to any point in the earth continuity conductor in the completed installation shall not exceed one ohm.
Testing of polarity of non-linked single pole switches:
In a two wire installation a test shall be made to verify that all non-linked single pole switches have been fitted in the same conductor throughout and such conductor shall be labeled or marked for connection to an outer of phase conductor or to the non-earthed conductor of the supply.
In a three wire or a four wire installation, a test shall be made to verify that every non-linked single pole switch is fitted in a conductor which is labeled or marked for connection to one of the outer or phase conductor of the supply.

17.0 CONDUIT CAPACITY:
Maximum number of PVC insulated cables confirming to IS: 694-1977 that can be drawn in one conduit shall be as follows:

Nominal cross sectional area of conductor	**SIZE OF CONDUIT**											
	20 mm		25mm		32mm		38mm		51mm		64mm	
	S	B	S	B	S	B	S	B	S	B	S	B
1.5	5	4	10	8	18	12	-	-	-	-	-	-
2.5	5	3	8	6	12	10	-	-	-	-	-	-
4	3	2	6	3	10	8	-	-	-	-	-	-
6	2	-	5	4	8	7	-	-	-	-	-	-
10	2	-	4	3	6	5	8	6	-	-	-	-
16	-	-	2	2	3	3	6	5	10	7	12	8
25	-	-	-	-	3	2	5	3	8	7	9	7
35	-	-	-	-	-	-	3	2	6	5	8	6
50	-	-	-	-	-	-	-	-	5	3	6	5
70	-	-	-	-	-	-	-	-	4	3	5	4

NOTE:

1. The above table shows the max. Capacity of conduits for a simultaneous drawing of cables.
2 The columns headed 'S' applies to runs of conduit which have distance not exceeding 4.25m between draw in boxes and which do not deflect from the straight by an angle of more than 15 The columns headed 'B' apply to runs of conduit which deflect from the straight by an angle of more than 15.

18.0 CABLES

18.1 Cables shall be supplied by Electrical Contractor.

18.2 Cable Specifications:
All cables shall be as per latest IS 1554 Part I PVC insulated heavy duty electric cables Part I for working Voltages up to and including 1100 V.

All power cables shall be PVC insulated, armored, inner sheathed, PVC insulated aluminum conductor. Control cables shall be of copper conductor.
The core insulation and inner sheath shall confirm to the requirement of Type A IS 5831 STI IS respectively. Similarly for outer sheath. Cables shall have amour of steel wire upto 0 D of 18 mm and flat steel strip for higher OD.
Cables shall be supplied in drums of 1000 mts. for and upto 6 sq mm and 10 sqmm and above in 500 mts.

18.3 Cabling:
Cabling shall be done with help of jack and rollers. Cable shall be passed through RCC Hume Pipe wherever road crossing or pathway crossing is there. All cables shall rise form cable trenches in GI Pipes. Cable shall be tagged as per cable schedule at every 30 mts. by Aluminum tags of minimum 2mm thick securely fastened. They shall also be identified near the terminations
Above the cable trenches cable route markers shall be installed as per rules and regulations at every 30 mts and at every turnings of the cables or branching of cables
All cables shall be laid in trenches at a depth of 750mm and as shown in drawings. Before laying of cables sand shall be spread then the cable shall be laid which shall again be covered with sand minimum 150mm from the top of the largest dia of the cable. Then second class bricks shall be laid across the trench completely covering the trench, lastly excavated soil shall be back filled and compacted by watering intermittently
All cables after laid shall be checked for insulation level and meggered before back filling. Cable entries in Gl pipes or Hume pipes shall be sealed by cable compound or putty for smaller dia of pipes.
If required for the- cable- to run on cable trays then the cable shall be clamped by 16 SWG GI saddles and damps All works should be done to the satisfaction of the Engg - in Charge.

18.4 Terminations
Cable shall be terminated by means of single compression glands and terminated by solder less crimped type lugs. All should be done to the satisfaction of the Engg.-in-Charge. If the cores do not have any colour identification, then they should be identified by insulation tape of various phases. Cable shall enter any termination point by means of double compression glands, using reducers if required or drill of holes in gland plates. IF panel installed on a cable trench which does not have any bottom excess then holes shall be drilled in one line for the cables then the gland plates is cut into two halves from the centre of the hole. Cables inserted and sealed and the armour in the bottom should open and earthed to the earth bus. Crimping of lugs shall be done by hand crimping tool or hydraulic crimping tool with conducting jelly applied to conductors. Insulation shall be cut immediately after the lugs and care should be taken that the conductor is not left open. All jointing and crimping shall be carried out by licensed and experienced jointers approved E.I.C. and termination and straight joint shall be of 'Taped' or heat shrinkable type as specified.

18.5 Testing:
Before energizing, the mugger test shall be carried out for insulation resistance between phase to phase and phase to earth.
For cable up to 1.1 KV grade 1000 KV mugger shall be used.
D.C. High Voltage test shall be conducted after installation on the following and test results are recorded as per format furnished by the Engineer-in-charge.
a) All 1000 Volts grade cables in which straight through joints have been made.
b) All cables above 1100 V grade.
For record purposes test data shall include the measure values of leakage current verses time.
The DC High voltage test shall be performed as detailed below in the presence of the EIC or his authorized representative only.
Cables shall be installed in final position with all the straight through joints complete. Termination shall be kept on unfinished so that the motors, switchgears, t transformers, etc.. are not subjected to test Voltages
The Test Voltage shall be as under:
i) for cabie 3.3 KV Grade 5.4 KV DC
ii) for cable 66 KV Grade 10.8 KV DC
iii) for cable 11 KV Grade 18 KV DC
Cable schedule and layout drawings must be marked for AS BUILT conditions during the installations work and shall be approved by the Site Engg.

IDENTIFICATION OF EARTHED AND EARTHED NEUTRAL CONDUCTORS AND POSITION OF SWITCHES AND CUTOUTS THEREIN:

Where the conductors include an earthed conductor of two-wire system or an earthed neutral conductor of a multi-wire system or a conductor which is to be connected thereto, the following conditions shall be compiled with

1. An indication of a permanent nature shall be provided by the owner of the earthed or earthed neutral conductor, or the conductor which is to be connected thereto, to enable such conductor to be distinguished from any live conductor. Such indication shall be provided.

a) Where the earthed or earthed neutral conductor is the property of the bidder, at or near the point of commencement of the supply.

b) Where a conductor forming part of a consumer's system is to be connected to the bidder's earthed or earthed neutral conductor, at the point where such connection is to be made.

c) In all other cases, at a point corresponding to the point of commencement of supply or at such other point as may be approved by an inspector.

2. No cut-out, link or switch other than a linked-switch arranged to operate simultaneously on the earthed or earthed neutral conductor and live conductor shall be inserted or remain inserted in any earthed or earthed neutral conductor of a two-wire system or in any earthed or earthed neutral conductor of a multi-wire system or in any conductor connected thereto with the following exceptions

a) A link for testing purposes - OR -

b) A switch for use in controlling a generator or transformer.

ELECTRICAL CODE OF PRACTICE

The following ISI code of practice for providing and installation of the electrical items shall be deemed Any deviation from the code should be approved from the Electrical Inspector.

a) ISI 694-1977 : PVC insulated cables for working voltages upto and including 1100 Volts.

b) ISI 1554-1976 : PCV insulated (heavy duty) (part-l) electric cables for working voltages upto and including 1100 V.

c) ISI 1554-1981 : PVC insulated (Heavy duty) electric (PART-I) cables for working voltages from 3.3 KV upto and including 11 Kv.

d) ISI 2551-1963 : Danger notice plates.

e) ISI 3043-1966 : Earthing

f) ISI 5578-1970 : Guide for marking of insulated conductors.

g) ISI 5216-1969 : Guide for safety procedures and practices in electrical works.

h) ISI 3072-1975 : Installation and maintenance of switch gears.

i) ISI 1886-1967 : Installation & maintenance of transformers.

j) ISI 1944-1970 : Lighting of Public thoroughfares.

k) ISI 2309-1969 : Protection of building and allied structures against lighting.

i) ISI 3106-1966 : Selection, installation and maintenance of fuses (Voltages no exceeding 650 volts).

m) ISI 8923-1978 : Warning symbol for dangerous voltages. n) ISI 2208-1962: HRC cartridge fuse links upto 650 V. o) ISI 8724-1978 : Rewireable fuses upto 650 V.

p) ISI 10118-1982 : Switchgear and control gear, selection, (PART-III) installation and maintenance code of practice.

Part III : Installation.

Part IV : Maintenance.

q) Transformers, selection, installation and maintenance of code of practice.

Part II

Installation : 10028 (Part II) 1981.

Part III

Maintenance: 10028 (Part II) 1981.

GENERAL SPECIFICATION FOR PANELS (LIGHTING & POWER)

- Panel shall be fabricated from CRCA sheet, main frame with 14 SWG sheet and compartments with 16 SWG sheet
- Bus Bars shall be of Aluminum /copper (as per SLD dwgs) PVC sleeved with the rating of as stated in drawing.
- The panel shall have gone through seven tank processes and shall be painted with shade no 631 or approved, oven baked.
- Panel shall be Dust and Vermin Proof
- Cable entries shall be from the bottom / top (as per the dwg) and all gland plates are to be detachable.
- All outgoing feeders shall have elmex make terminals to be provided in cable alley compartment.
- A continuous earth bulbar to be provided at the bottom of panel.
- All internal wiring / inter-connections shall be made by using copper conductor
- PVC insulated ISI wires (flexible type specially used in Panel) according rating of feeders.
- All compartment doors shall be provided with neoprene rubber gasket and shall have door interlocking arrangement such that the compartments do not open when the switch is in ON position.
- Bus Bar alleys can be opened only with castle panel key while the Cable Alleys may have screw type knob arrangement.
- A suitable Base frame of with ISMC channel shall be provided.
  Panel should be rated for 415 V,3 phase 4 wire, 50 c/s, A.C. supply system having a fault level of 40 KA (sys) for 1 second. Ambient temperature 45 degree and temperature rise of bus bar is to be limited so that end temperature does not exceed 85 degree C. Bus bars will be mounted on epoxy insulators of adequate strength. Aluminum earth bus bar of appropriate cross section should be provided continuously at the bottom of the panel. The incoming and outgoing feeders shall be as per Single Line Diagram.

IMPORTANT POINTS TO BE NOTED

1. Rates for LIGHT, FAN, EX. FAN, CALL BELL, RAW POWER ETC. POINTS includes the cost of main wires and PVC pipes from LDB-ROW POWER DB to DIFFERENT SWITCHBOARDS WITH REQUIRE CIRCUITS.
2. Rates for COMPUTER POWER POINTS include the cost of wires and PVC pipes from UPS DB to COMPUTER POWER POINTS.
3. Rates for COMPUTER I/O include the cost of DATA cables and PVC pipes from SERVER SWITCH to COMPUTER NODES.
4. Rates for TELE POINTS include the cost of TELEPHONE Wires and PVC pipes from EPABX/CRONE BOX to TELE. POINTS.
5. Rates for A.C. / POWER POINTS include the cost of wires and PVC pipes from A.C. DB to DIFFERENT A.C. AND POWER POINTS WITH REQUIRE CIRCUITS.
6. THE CONTRACTOR SHOULD SUBMIT THE BUILTUP SLD OF PANEL, SLD OF DIFFERENT DBS TO DIFFERENT SWITCHBOARDS WITH NUMBERING, SLD OF DATARACK TO DIFFERENT I/O POINTS WITH NUMBERING, TELE. KRONE BOX TO DIFFERENT TELE. POINTS WITH NUMBERING, ETC. AFTER EXECUTION OF THE BRANCH. – 2 SETS OF COPIES – 1 WITH LAMINATION.
7. THE CONTRACTOR SHOULD USE MAX. 3 CIRCUITS IN ONE CONDUIT FOR UPS & RAW POWER POINTS.
8. THE CONTRACTOR SHOULD USE MAX. 3 WIRES OF DATA & TELE. IN ONE CONDUIT.
9. EVERY CONDUIT FOR UPS , RAW POWER , DATA & TELE., POWER POINTS, AC POINTS , LIGHTING POINTS SB SHOULD BE SEPARATE.
10. FOR DATA & TELE. POINTS, BIG JUNCTION BOX MUST BE REQUIRED.
11. FOR UPS & RAW POWER POINTS, BIG/ SMALL JUNCTION BOX MUST BEREQUIRED.
12. EMPTY CONDUIT MUST BE LAID FOR SECURITY SYSTEM.
13. PVC CONDUITS MUST BE CLAMPED WITH SADDLES IN CEILING ONLY.
14. ELE. CONTRACTOR MUST SUBMIT CERTIFIED LOAD LIST WITH ELE. LICENSE NO. / SUPERVISOR CERTIFICATE NO.
15. CONTRACTOR SHOULD SUBMIT TEST REPORT.
16. CONTRACTOR SHOULD PRESENT EARTHING PLATES BEFORE EXECUTION.

ADDITIONAL SPECIFICATION & CONDITIONS

1. Wherever the specifications are not specified in details the work shall be carried out as per CPWD specifications or Manufacturer's instructions or architects instructions depending upon the site conditions as directed by the Bank/ Architects
2. The tenderer must visit the site and acquaint themselves with the site conditions. It must be noted that the work is to be carried out in the functional branch without hindering the normal functioning of the Branch. The work shall generally be carried out on holidays or after Banking hours only.
3. The contractor has to work in coordination with the other contractors and daily/weekly schedule of working shall be prepared in consultation with the Architects/Banks. Regular updating / modification of such schedule shall be required.
4. For normal functioning of the Bank/Branch the contractor shall be required to shift the furniture etc and/or relocate the existing and/or new loose and/or fix furniture and/or any other item of works and/or any such materials at new location at times. The contractor shall carry out all such activities with utmost priority and without any additional/extra cost to the bank. The tendrerer shall quote the rates inclusive of all such activities/works as may be required as per site conditions. The rates quoted by the tenderer shall be inclusive of all such temporary/semi-permanent works/activities.
5. The contractor shall be required to obtain satisfactory execution and/or application certificate from the manufacturer and/or authorized dealer/s in respect of specialized items of work such as water proofing etc as decided by the Bank/Architects. The contractor shall arrange for the visit and inspection of the work in respect of the representatives of such firms/manufacturers within the rates quoted/accepted by the bank.
6. The contractor shall produce the bills / challans / documentary evidences and proof in respect of genuineness of materials used by him when so ever asked/demanded by the Architects/Bank
7. Please note that in case of a percentage rate tender and individual item rates are not to be filled and/or tempered with and/or altered and/or changed. Only the percentage & amount above (+) or below (-) the estimated rates & amount are to be filled and the Net Tender Amount is to be worked out.
8. No running bill payments shall be made. The contractor has to submit the Final Bill on satisfactory Completion of the Work. However the contractor shall ensure that the measurements are recorded by them and got checked from the Architects from time to time particularly for hidden/concealed item of works.
9. The Bank will be absolutely authorized and entitled to recover the amount on account of loss to third party and / or Bank and / or workmen and / or any statutory recovery etc. from the contractors bill and / or any amount due to be paid to the contractor, in case contractor fails to settle such claims and or fails to pay against such claims/recoveries promptly to the satisfaction of the bank/architects.

TECHNICAL SPECIFICATIONS

1. This is an item rate tender.
2. Wherever the specifications are not specified in details the work shall be carried out as per CPWD specifications or Manufacturer's instructions or architects instructions depending upon the site conditions as directed by the Bank/ Architects.

3. The tenderer must visit the site and acquaint themselves with the site conditions. It must be noted that the work is to be carried out in the functional branch without hindering the normal functioning of the Branch. The work shall generally be carried out on holidays or after Banking hours only.

4. The contractor has to work in coordination with the other contractors and daily/weekly schedule of working shall be prepared in consultation with the Architects/Banks. Regular updating / modification of such schedule shall be required.

5. For normal functioning of the Bank/Branch the contractor shall be required to shift the furniture etc and/or relocate the existing and/or new loose and/or fix furniture and/or any other item of works and/or any such materials at new location at times. The contractor shall carry out all such activities with utmost priority and without any additional/extra cost to the bank. The tenderer shall quote the rates inclusive of all such activities/works as may be required as per site conditions. The rates quoted by the tenderer shall be inclusive of all such temporary/semi-permanent works/activities.

6. The contractor shall be required to obtain satisfactory execution and/or application certificate from the manufacturer and/or authorized dealer/s in respect of specialized items of work such as water proofing etc as decided by the Bank/Architects. The contractor shall arrange for the visit and inspection of the work in respect of the representatives of such firms/manufacturers within the rates quoted/accepted by the bank.

7. The contractor shall produce the bills / challans / documentary evidences and proof in respect of genuineness of materials used by him when so ever asked/demanded by the Architects/Bank.

8. Please note that in case of a percentage rate tender and individual item rates are not to be filled and/or tempered with and/or altered and/or changed. Only the percentage & amount above (+) or below (-) the estimated rates & amount are to be filled and the Net Tender Amount is to be worked out.

9. No running bill payments shall be made. The contractor has to submit the Final Bill on satisfactory Completion of the Work. However the contractor shall ensure that the measurements are recorded by them and got checked from the Architects from time to time particularly for hidden/concealed item of works.

10. The Bank will be absolutely authorized and entitled to recover the amount on account of loss to third party and / or Bank and / or workmen and / or any statutory recovery etc. from the contractors bill and / or any amount due to be paid to the contractor, in case contractor fails to settle such claims and or fails to pay against such claims/recoveries promptly to the satisfaction of the bank/architects.

11. The necessary permission / permit / work pass required to be obtained from the local authority shall be taken by the contractor at his own cost. However the Bank will assist the contractor in obtaining these permissions etc.

12. Sizes of various furniture items mentioned in BOQ / schedule of quantities may vary slightly as per site conditions and / or as per instructions of architects that is maximum by up to + or – 2". No deduction or additional payment shall be made to the contractor if the variation is within the said limits.
    Unless otherwise mentioned in item description / bill of quantities/drawings and / or instructed by architects/Engineer following specifications shall be adopted All works to be carried as per detail drawing and instructions of Architect/Engineer in-charge.

SAFTY CODE

1. All working person of the contractor within the site must to wear with safety helmets, mask, goggles, safety shoes, safety bell, and first aid kit and head gloves etc.
2. Adequate precautions shall be taken to prevent danger form electrical equipment. No materials on any of the sites of work shall be so stacked or placed as to cause danger inconvenience to any person or public.

PERSONAL SAFETY WQUIPMENT

3. When the work is done near any public place where is risk of drawings all necessary equipment's should be provided and kept ready for se and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.
4. All scaffolds, ladders, and other safety devices mentioned or described herein shall be maintained in safe condition no scaffold ladder or equipment shall be altered or removed while it is use.
5. These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spol. The person responsible for compliance of the safety code shall be named therein by the contractor.
6. To ensure effective enforcement of the rule and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the labour officers. Engineer of the department or their representatives.
7. Notwithstanding the above clause from (1) to (7). There is nothing in these to example the contractors from the operations of any other act or rule in force in the republic of India.

PROFORMA OF HINDRANCE REGISTER

Name of Work: Date of start of work:
Name of Contractor: Period of Completion:
Agreement No: Date of Completion:

Sr.no.	Nature of hindrance	Date of occurrence of hindrance	Date of which hindrance was removed	Period of Hindrance	Signature Architect/Bank	Remarks
1	2	3	4	5	6	7

GENERAL CONDITIONS OF CONTRACT

Except where provided for in the description of the individual item in the schedule of quantities and in the specifications and conditions laid down hereinafter and in the drawings, the work shall be carried out as per standard specifications and under the direction of Bank/architects.

1. INTERPRETATION

In consulting these conditions, the specifications, the schedule of quantities, tender and agreement, the following words shall have the meaning herein assigned to them except where the subject or context otherwise required.

1. The Bank: The term "The Bank" shall mean State Bank of India & any of its employees representatives authorized on their behalf.

2. Architects: The term architects shall means Architect, Devdatt M. Pandya, Ahmedabad or in the event of his/their ceasing to be the architects for the purpose of this contract such other person/s as the employer shall nominate or the purpose.

3. Contractor: The term contractor shall mean.

_____

_____

[Name and address of the contractor] and his/their heirs, legal representatives, assigns and successors.

4. Site: The site shall mean the site where the works are to be executed as shown within boundary in red border on the site plan including any building and erections thereon allotted by the Bank for the contractors use.

5. Site Engineer: The site engineer shall be appointed by the bank. The bank may also determine the number of site engineers and the supporting staff at site notice to assist them and also whether the site engineer shall be temporary or permanent. As for as possible, the site engineer should assume charge of his post before the contractor reports on site of work. Where more than one site engineer is appointed, one of them shall be designated as senior site engineer by the premises and estates department and the other site engineer shall be reporting to the senior site engineer.

6. Drawings: The work is to be carried out in accordance with drawings, specifications, the schedule of quantities and any further drawings which may be supplied or any other instruction, which may be given by the Bank during the execution of the work

All drawings relating to work given to the contractor together with a copy of schedule of quantities are to be kept at site and the Bank/architects shall be given access to such drawings or schedule of quantities whenever necessary.

The contractor shall ask in writing for all clarifications on matters occurring anywhere in drawings, specifications and schedule of quantities or to additional instructions at least 10 days ahead from the time when it is required for implementation so that the Bank may be able to give decision thereon.

7. “The works” shall mean the work or works to be executed or done under this contract.

8. “Act of insolvency” shall mean the schedule of quantities as specified and forming part of this contract.

9. "Priced schedule of quantities" shall mean the schedule of quantities duty priced with the accepted quoted rates of the contractor.

10. Basic Rate: The term Basic rate shall mean base price of defined item for which difference of price between the base price and actual price at the defined item at time of actual procurement for the captioned project is payable/ recoverable tram the contractor.

11. "This contract" shall mean Articles of Agreement, the Special Conditions and Specifications, attached hereto and duty signed.

12. "Notice in writing" or "Written Notice" shall mean a Notice in Written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered or unregistered post to the last known private or Business Address or Registered Office of the addresses and shall deemed to have been received when in the ordinary course of post, it would have been delivered.

13. "Date of virtual completion" shall mean the Date when the execution of the work is sufficiently completed to the satisfaction of the Architect/Bank in accordance to the contract documents and the changes as per the variation order agreed to by the parties so that the Employer can occupy the building for the use it was intended to.

2. SCOPE OF WORK

The work consists of civil work including additions and alterations for work in accordance with the "drawings" and "schedule of quantities". The Interior, furniture works and construction etc. are within the scope of this tender. It includes furnishing all materials, labour, tools and equipment and management necessary for and incidental to the construction and completion of the work. All work, during its progress and upon completion, shall conform to the lines, elevations and grades as shown on the drawings furnished by the Banks/architects. Should any detail essential for efficient completion of the work be omitted from the drawings and specifications, it shall he the Banks/architects concurrence, so that upon completion of the proposal work the some will be acceptable and ready for use.

Banks/architects may in their absolute discretion issue further drawings and/or written instructions, details, directions and explanations, which are, hereafter collectively referred to as "The Banks/architects instructions'" in regards to:

a) The variation or modification of the design quality or quantity of works at the addition or omission or substitution of any work.

b) Any discrepancy in the drawings or between the schedule of quantities and/or drawings and/or specification.

c) The removal from the site of any defective material brought thereon by the contractor and the substitution of any other material thereof.

d) The demolition removal and/or re-execution of any work executed by the contractor's.

e) The dismissal from the work of any persons employed their up on.

f) The opening up for inspection of any work covered up.

g) The rectification and making good of any defects under clauses hereinafter mentioned and those arising during the maintenance period (retention period).

The contractor shall forthwith comply with and duly execute any work comprised in such Bank's/architect's instructions, provided always that verbal instructions, directions and explanations given to the contractor's or his representative upon the works by the Bank/architects and shall if involving a variation be confirmed in writing to the contractor's within seven days. No works for which rates are not specifically mentioned in the priced schedule of quantities shall be taken up without written permission of the Bank/architects. Rates of items not mentioned in the priced schedule of quantities shall be fixed by the Bank in consultation with the architects as provided in clause "variation."

Regarding all factory made products for which ISI marked products are available, only products bearing lSl marking shall be used in the work.

3. TENDERER SHALL VISIT THE SITE

Intending tenderer shall visit the site and make himself thoroughly acquainted with the local site condition, nature and requirements of the works, facilities of transport condition, effective labour and materials, access and storage for materials and removal of rubbish. The tenderer shall provide on their tender for cost of carriage, freight and other charges as also for any special difficulties and including police restrictions for transport etc., for proper execution of work as indicated in the drawings. The successful tenderer will not be entitled to any claim of compensation for difficulties faced or losses incurred on account or any site condition which existed before the commencement of the work or which in the opinion of the Bank/architects might be deemed to have reasonably been inferred to be so existing before commencement of work.

4. TENDERS

The entire set of tender paper issued to the tenderer should be submitted fully priced and also signed on the last page together with initials on every page; Initial/signature will indicate the acceptance of the tender papers by the tenderer.

a) The 'rate' column to be legibly filled in ink in both English figure and English words.

b) Amount column to be filled in for each item and the amount for each sub head as detailed in the "schedule of quantities".

c) The 'Rate column' for alternative items shall be filled up.

d) All corrections are to be initiated.

e) The 'Amount' column tor alternative items of which the quantities are not mentioned stroll not be filled up.

f) In case of any errors/omissions in the quoted rates, the rates given in the tender marked 'Original' shall be taken as correct rate.

No medications, writings or corrections can be made in the tender papers by the tenderer; buy may at his option offer this comments or modifications in a separate sheet of paper attached to the original lender papers.

The Bank reserves the right to reject the lowest or any tender and also to discharge any or all of tenders for each section or to split up and distribute any item at work to any specialist firm or firms, without assigning any reason.

The tenderers should note that the tender is strictly on the item rate basis and their attention is drawn to the fact that the rates for each and every item should be correct, workable and self-supporting. If called upon by the Bank/architects, detailed analysis of any or all the rates shall be submitted. The Bank/architects shall not

be bound to recognize the contractor's analysis.

The works will be paid for as "measured work" on the basis of actual work done and not as "lump sum" contract.

All items of work described in the schedule of quantities are to be deemed and paid as complete works in all respects and details including preparatory and finishing works involved, directly, related to and reasonable detectable from the drawings, specifications and schedule of quantities and do further extra charges will be allowed in this connection. In the case of lumpsum charges in the tender in respect of any item of works, the payment of such items of work will be made for the actual work done on the basis of lumpsum shares as will be assessed to payable by the Bank/architects.

The Bank has power to add to omit from any work as shown in drawings or described in specifications or included in schedule of quantities and intimate the same in writing but no addition, omission or variation shall be made by the contractor without authorization from the Bank. No variation shall violate the contract.

The tenderer shall note that his tender shall remain open for consideration for a period of three months from the date of opening of the tender.

5. AGREEMENT

The successful contractor may be required to sign agreement as may be drawn up to suit local conditions and shall pay for all stamps and legal expenses, incidental thereto.

6. PERMITS AND LICENSES

Permits and licenses for release of materials, which are under government control, will be arranged by the contractor. The Bank will render necessary assistance. Sign any Forms at applications that may be necessary.

It may be clearly understood that no compensation or additional charges can be claimed by contractor for non-receipt at the cement or any other controlled materials in due time on this account or according to his own requirements.

The contractor will, however, be eligible to a proportionate extension of time on this account which in the opinion of the Bank/architects is reasonable. The contractor shall at his own cost arrange for storage shed adequate for taking delivery and storing of the quantity of controlled materials released by the authorities or supplied by the Bank. The costs of storing, transporting etc. of all materials including those under government control are to be included by the tender in his quoted rates.

The Bank/architects shall be indemnified all government or legal actions for their or misuse of cement M.S. rod and any other controlled materials in the custody of the contractor.

7. GOVERNMENT AND LOCAL RULES

The contractor stroll conform to the provision of all local bye-laws and acts relating to the work and to the regulations etc., of the government and local authorities and of any company with whose system the structure is proposed to be connected. The contractor shall give all notices required by said act, rules; regulations aid bye-laws etc., and pay all texes payable to such authority/authorities for execution of the work involved. The cost, it any, shall be deemed to have been included in his quoted rates, taking in to account all liabilities for licenses, encroachment and restorations etc., and shall indemnity the Bank against such liabilities and shall defend all actions arising from such claims or liabilities.

8. TAXES AND DUTIES

The tenders must include in their tender prices quoted for all duties royalties, octroi and sales tax, service tax or any other taxes or local charges on the work if applicable.
No. extra claim on this account will in any case be entertained at any stage.

9. PROVISIONAL SUMS (P S)

All provisional sums described in the schedule at quantities as PS shall be exclusively allotted to the purchase of materials and not for any handing and fixing to be done by the contractor. Such costs of handling and fixing with profit (including transport charges if required) shall be separately included in the contract price as described in the schedule of quantities. Contractor is to make payments for these materials to the suppliers on certificate or order issued by the Bank/architects and realises them through his bills from the Bank.

10. QUANTITY OF WORK TO BE EXECUTED

The quantities shown in the schedule of quantities are intended to cover the entire work of additions and alterations indicated in the drawings, but the Bank reserves the right to execute only a part or the whole or any excess thereof without assign any reasons therefore.

11. OTHER PERSONS ENGAGED BY THE BANK

The Bank reserves the right to execute any part of the work included in the contract or any work which is not included in this contract by other agency or persons and contractor shall allow all reasonable facilities and use of his scaffolding for the execution of such work. The main contractor shall extend ail co-operations in this regard.

12. EARNEST MONEY AND SECURITY DEPOSIT

The tenderer will have to deposit an amount of as per NIT in the form of Demand draft/ Banker's cheque/ a crossed A/c Payee SBI cheque from tender submission contractors SBI account drawn in favor of State Bank of India, Ahmedabad, at the time of submission of tender as earnest money. Personal cheques drawn on other banks shall be considered as non-payment of Earnest Money and price bid of tenders accompanied with such personal cheques shall not be opened and such tenders shall be summarily rejected. The Bank is not liable to pay any interest an earnest money the earnest money unsuccessful tenders will be returned without any interest soon after the decision to award the work is taken or after the expiry of the validity period of the tender.

The successful tenderer to whom the contract is awarded will have deposit as initial Security Deposit a further sum to make up 2% of the value of the accepted tender including the earnest money. The initial security deposit will have be made within 7 days from the date of acceptance of tender, failing which the Bank at his discretion may revoke the letter of acceptance and forfeit the earnest money deposit furnished along with the tender. The security deposit will be refunded after virtual completion of the work.

Apart from the initial security deposit made as above, Retention Money shall be deducted from progressive running bills @ 5% of the gross value of each running bill.

The retention amount and security deposit will be refunded to the contractor in two installments

(i) 50% of the total amount (S.D. & R.M.) upon virtual completion of work &

(ii) The balance 50% within l4 (fourteen) days after the end of defect liability period, provided he has satisfactorily carried out all the work and attended to all defects in accordance with the conditions of the contract. No interest is allowed on retention money.

13. CONTRACTOR TO PROVIDE EVERYTHING NECESSARY

The contractor shall provide everything necessary for the proper execution of the work according to the intent and meaning or the drawings, schedule of quantities and specifications taken together whether the some may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from and if the contractor finds any discrepancies therein he shall immediately and in writing, refer the some to the Bank/architects whose decision shall be final and binding. The contractor shall make his own arrangement for ground and fresh water for carrying out of the works at his own cost. The Bank shall on no account be responsible for the expenses incurred by the contractor for hired ground or flesh water obtained from elsewhere.
The rates quoted against individual items will be inclusive of everything necessary to complete the said items of work within the contemplation of the contract, and beyond the unit price no extra payment will be allowed for incidental or contingent work. Labour and/or materials inclusive of all taxes and duties whatsoever except for specific items, if any stipulated in the tender documents.

The contractor shall supply, fix and maintain at his own cost, for the execution of any work all tools, tackles, machinery's and equipment's and all the necessary centering, scaffolding, staging, planking, timbering, strutting, shoring, pumping, fencing, boarding, watching and lighting by night as well as by day required not only for the proper execution and protection of the said work but also for the protection of the public and safety of any adjacent roads, streets, wards, houses, buildings, all other erections, matters and things and the contractor shall take down and remove any or all such centering, scaffolding, planking, timbering, strutting, shoring etc., as occasion shall be required or when ordered so to do, and shall fully reinstate and make good all matters and tings disturbed during the execution of works to the satisfaction of the Bank/ architects.

The contractor shall also provide such temporary road on the site as may be necessary for the proper performance of the contract and for his own convenience but not otherwise. Upon completion, such roads shall be broken up and leveled where so required by the drawings unless the Bank shall other roads shall be broken up and leveled where so required by the drawings unless the employer shall otherwise direct.

The contractor shall at all times give access to workers employed by the Bank or any men employed on the buildings and to provide such parties with proper sufficient and if required, special scaffolding, hoists and ladders and provide them with water and lighting and leave or make any, holes, grooves etc. in any work where directed by the Bank as may be required to enable such workmen to lay or fix pipes, electrical wiring, special fittings etc. the quoted rates of the tenders shall accordingly include all these above-mentioned contingent works.

14. TIME OF COMPLETION, EXTENSION OF TIME A PROGRESS CHART

1. **Times of completion:** The entire work is to be completed in all respects within the stipulated period. The work shall deemed to be commenced within seventh day from the date of acceptance letter time is essence of the contract and shall be strictly observed by the contractor.

   The work shall not be considered as complete until the Bank/Architects have certified in writing that this has been completed and Defects Liability period shall commence the date of such corticated.

2. **Extension of the time:** If in the opinion of the Bank/Architects the works be delayed
   (a) By reason of any exceptionally inclement weather, or
   (b) By reason of instructions from the Bank in consequence of proceedings taken or threatened by or disputes, with adjoining or neighboring owners or
   (c) By the works, or delay, of other contractors or tradesmen engaged or nominated by the Bank and not referred to in the specification or
   (d) By reason of authorized extra and additions or
   (e) By reason of any combination workmen or strikes or lock—out, affecting any of the building trades or

(f) From other causes which the Bank may consider are beyond the control of contractor, the Bank at the completion of the time allowed for the contract shall make fair and reasonable extension of time for completion in respect therefore. In the event of the Bank failing to give possession of the site upon the day specified above the time of completion shall be extended suitably.

In case of such strikes or lockouts, as are referred to above, the contractor shall immediately give the employer, written notice thereof. Nevertheless, the contractor shall use his best endeavors to prevent delay, and shall do all that may be reasonably required, to the satisfaction of the Bank to proceed with the works and on his doing so that it will be ground of consideration by the Bank for an extension of time as above provided, the decision of the Bank as to the period to be allowed for an extension or time for completion hereunder (which decision shall be final and binding on the contractor) shall be promulgated at the conclusion of such strike or Lock-out and the Bank shall then, in the event of an extension being granted, determine and declare the final completion date. The provision in clause 15 with respect to payment of liquidated damages shall, in such case, be read and construed as if the extended date fixed by the employer were substituted for and the damages shall be deducted accordingly.

3. **Progress of work:** During the period of construction the contractor shall maintain proportionate progress on the basis of a program hart submitted by the contractor immediately before commencement at work and agreed to by the Bank/architects. Contractor should also include planning for procurement of scarce material well in advance and reflect the same in the program chart so that there is no delay in completion of the project.

15. LIQUIDATED DAMAGES

Should the work be not completed to the satisfaction of the Bank/architects within the stipulated period, the contractor shall be bound to pay to the Bank a sum calculated as given in appendix here to by way of liquidated damages and not as penalty during which the work remains uncommented or unfinished after the expiry of the completion date.

16. TOOLS, STORAGE OF MATERIAIS, PROTECTIVE WORK AND SITE OFFICE REQUIREMENTS

The contractor shall provide, fix up and maintenance in an approved position proper office accommodation for the contractor's representative and staff which office shall be open at all reasonable hours to receive instruction notices or communications and clear away on completion of the works and make good all work disturbed.

All drawings maintained on the site are to be carefully mounted on boards of appropriate size and covered with a coat of approved varnish. They are to be protected from ravages of termites. Ants and other insects.

The contractor shall provide at his own cost all artificial light required for the work and to enable other contractors and sub-contractors to complete the work within the specifies time.

The contractor shall provide a suitable temporary hut for the watchmen and clear away the same when no longer required and to provide all necessary attendance, lights etc., required.
The contractor shall arrange for temporary latrines for the use of workers and field staff and keep the some in a lean and sanitary condition to the satisfaction of the public health authorities and shall cause such latrines and soil to be cleared away whenever necessary and shall make good all the works disturbed by these conveniences.

Every precaution shall be taken by the contractor to prevent the breeding of mosquitoes on the works during the contraction, and all receptacles, cisterns, water tanks etc., used for the storage of water must be suitably protected against breeding of mosquitoes. The contractor shall indemnify the Bank against any breach at rules in respect of anti-material measures.

The contractor shall not fix or place any placards or advertisement of any description or permit the same to be fixed or placed in or upon any boarding, gantry, building structure other than those approved by the Bank.

Protective Measures: The contractor from the time of being placed in possession of the site must make suitable arrangements for watching, lighting and protecting the work, the site and surrounding property by day, by night, on Sundays and other holidays.

Contractor shall indemnify the Bank against all claims in respect of patent rights, royalties any possible damage to the building, roads, or members of the public in course of execution of the work.
Contractor shall provide necessary temporary enclosures, gates, entrance, etc., for the protection at the work and materials and for altering and adopting the some as may be required and removing on completion or the works and making good all works disturbed.

Storage or materials: The contractor shall provide and maintain proper sheds tor the proper storage and equate protection of the materials etc. and other work that may be executed on the tools and materials or sub-contractors and remove same on completion. Sheds for storage at cement are to have pucca floor raised above the ground.

Tools: Theodolite levels, prismatic compass, chain, steel and metallic tapes and all other surveying instruments found necessary on the works shall be supplied by the contractor, for the due performance of this contract as instructed by the site engineer.

All measuring tapes shall be of steel and suitable scaffolding and ladders that may be required for safety taking measurement and shall be supplied by the contractor.

The mason and the supervisors on the work shall carry with them always a one meter or two meter steel tape, a measuring tape at 30 meters, a sprit level, plumb bob and a square and shall check the work to see that the work is being done according to the drawing and specifications. The site engineer will use any or all measuring instruments or tools belonging to the contractors as he chooses for checking the works executed or being executed on the contract.
The contractor should cover in his rates for making provisions for all reasonable facilities for the use at his scaffolding tools and plant etc., by subcontractors for their work

17. NOTICE AND PATENTS OF APPROPRIATE AUTHORITY AND OWNERS

The contractor shall conform to the provisions of any Acts of the Legislature relating to the work, and to the Regulations and Bye-laws of any authorities and or any water/lighting. other companies with whose systems the structure were proposed to have connection and shall before making any variations from the drawings or specification that may be associated to so conform, give the Bank/Architects written notices specifying the variations proposed to be made and the reasons for making them and apply for instruction thereon. The Bank/Architects on receipt of such intimation shall give a decision within a reasonable time.

The contractor/s shall arrange to give all notices required for by the said Acts. Regulations or Bye-laws to given to any authority, and to pay to such authority or to any public officer all fees that may be property chargeable in respect of the work and lodge the receipts with the Bank.

The contractor shall indemnify the Bank against all claims in respect of patent rights, royalties, damages to buildings, roads or members of public in course of execution of work and shall defend all actions arising from such claims and shall keep the Employer saved helmet and Indemnified in all respects from such actions, costs and expenses,

18. ACCESS

Any authorized representative of the Bank/Architect shall at all reasonable times have free access to the work and/or to the workshops, factories or other places where materials are being prepared constructed for the work and also to any place where the materials are tying or from where they are being obtained, and the contractor shall give every facility to the bank or their representatives necessary for inspection and examination and test of the materials and workmanship. Except the representatives of the Bank no person shall be allowed at any time without the written permission of the Bank.

19. MATERIALS, WORKMANSHIP, SAMPLES, TESTING OF MATERIAL

All the works specified and provided for the specifications or which may be required to be done in order to perform and complete any part thereof shall be executed in the best and most workman like manner with materials of the best and approved quality of the respective kinds of accordance with the particular contained in and implied by the specifications and as represented by the. drawings or according to such other additional particulars, and instructions as may from time to time be given by the Bank/Architects during the execution of the work and to his entire satisfaction.

As required by the Bank/Architects the contractor shall have to carry out tests on materials and workmanship at site and at approved materials testing laboratories or as prescribed by the Bank/Architects at his own cost to prove that materials etc., under test conform to the relevant LS. Standards or as specified in the specifications. The necessary charges for preparation of mould transporting, testing etc., strait have to be borne by the contractor; no extra payment on this account should in any case be entertained.

All the materials (except where otherwise described) stores and equipment required for the full performance of the work under the contract must be provided through normal channels and must include charge for import duties, sales-tax, octroi and other charges and must be the best of their kind available and the contractor's must be entirely responsible for the proper and efficient carrying out of the work. The work must be done in the best workman like manner. Samples of all materials to be used must be submitted to the Bank/Architects may direct and shall protect from injury all work when in course of execution. Any damage (during construction) to any part of the work for any reason due to rain, storm, or neglect of contractor shall be rectified by the contractor in an approved manner at no extra cost. Should the work be suspended by reason of rain, strike, lockouts or any other cause, the contractor shall take all precautions necessary for the protection of work and at his own expenses shall make good any damage arising from any of these causes,

The contractor shall cover up and protect from damage, from any cause, all new work and supply all temporary/doors, protection to windows, and any other requisite protection for the execution of the work whether by himself or special tradesmen or subcontractor and any damage caused must be made good by the contractor at his own expenses.

20. REMOVAL OF improper WORK

The Bank/architect shall during the progress of the work have power to order in writing from time to time the removal from the work within such reasonable time as any be specified in the order or any materials which in the opinion at the Bank/architects are not in accordance with specification or instructions, the substitution or proper re-execution of any work executed with materials or workmanship not in accordance with the drawings and specifications or instructions. In case the contractor refuses to comply with the order the Bank shall have the power to employ and pay other agencies to carry out the work and all expenses consequent thereon or incidental thereto as certified by the Bank/architects shall be borne by the contractor or may be deducted from any money due to or that may become due to the contractor. No certificate which may be given by the architects shall relieve the contractor from his liability in respect of unsound work or bad materials. The decision of the Bank in this regard shall be final and binding on the contractor.

21. SITE ENGINEER

The term 'Site Engineer' shall mean the person appointed and paid by the Bank to superintend the work. The contractor shall afford the site engineer every facility and assistance for examining the works and materials and for checking and measuring work and materials. The site engineer shall have no power to revoke, alter, enlarge or relax any requirements of the contractor or to sanction any day work, additions, alterations, deviations or omissions or any extra work whatever, except in so far as such authority may be specially conferred by a written order of the Bank.

The site engineer shall have power to give notice to the contractor or to his Foreman, of non-approval of any work or materials and such work shall be suspended or the use of such materials shall be discontinued until the decision of the employer is obtained. The work will from time to time be examined by the architects, engineer from the premises and estates department of the Bank and the site engineer. But such examination short not in any way exonerate the contractor from the obligation to remedy any detects, which may be found to exist at any stage of the work or after the same is complete. Subject to the limitations of this clause the contractor shall take instructions only from the architects/Bank.

22. CONTRACTOR'S EMPLOYEES

The contractor shall employ technically qualified and competent supervisors for the work who shall be available (by turn) throughout the working hours to receive and comply with instructions of the Bank/architects. The contractor shall engage at least one experience engineer as site in-charge for execution of the work. The contractor shall employ in connection with the work persons having the appropriate skill or ability to perform their iota efficiently.

The contractor shall employ local labourers on the work as for as possible.

No labourer below the age of sixteen years and who is on Indian National shall be employed on the work.

Any labourer supplied by the contractor to be engaged on the work on day-work basis either or party under the direct order on control of the employer or his representative shall be deemed to be a person employed by the contractor.

The contractor shall comply with the provisions of all labour legislation in force including the requirements of:

a) The payment of wages act.

b) Employer's liability act.

c) Workmen's compensation act.

d) Contract labour (regulation & abolition) act, 1970 and central rules 1971.

e) Apprentices act 1961.

f) Any other act or enactment relating thereto and rules framed there under from time to time.

The contractor shall keep the Bank saved harmless and indemnified against claims it any of the workmen and all costs and expenses as may be incurred by the Bank in connection with any claim that may be made by any workmen.

The contractor shall comply at his own cost with the order of requirement of any health officer of the State or any local authority or of the Bank regarding the maintenance of proper environmental sanitation of the area where the contractor's labourers are housed or accommodated, for the prevention of small pox, cholera,

plague, typhoid, malaria and other contagious diseases. The contractor shall provide, maintain and keep in good sanitary condition adequate sanitary accommodation and provide facilities for pure drinking water at all times for the use of men engaged on the works and shall remove and clear away the some on completion at the works. Adequate precautions shall be taken by the contractor to prevent nuisance of any kind on the works or the lands adjoining the same.

The contractor shall arrange to provide first-aid treatment to the labourers engaged on the works. He shall within 24 hours of the occurrence of any accident at or about the site or in connection with execution of the works, report such accident to the employer and also the competent authority where such report is required by law.

23. DISMISSAL OF WORKMEN

The contractor shall on the request of the Bank/architect immediately dismiss from works any person employed thereon by him. Who may in the opinion of The Bank/architect be unsuitable or incompetent or who may misconduct himself. Such discharges shall not be the basis of any claim for compensation or damages against the employer or any of their officers.

24. ASSIGNMENT

The whole of the works included in the contract shall be executed by the contractor shall not directly or indirectly transfer, assign or underwrite the contract or any part, share or interest therein not, shall take a new partner, without written consent or the employer and no subletting shall relieve the contractor (from the full and entire responsibility of the contract or from active superintendence at the work during their progress.

25. DAMAGE TO PERSONS AND PROPERTY INSURANCE ETC.

The contractor shall be responsible for all injury to the work or workmen to persons, animals or things and for all damages to the structural and/or decorative port of property which may arise from the operations or neglect of himself or any sub-contractor or of any of his or a sub-contractor‘s employees, whether such injury or damages arise from carelessness, accident or any other causes whatsoever in any way connected with the carrying out of this contract. The clause shall be held to include any damages to buildings whether immediately adjacent or otherwise, and any damage to roads, streets, footpaths or ways as well as damages to the building and the works forming the subject of this contract by rain, wind or inclemency of the weather, including earthquake & fire . The contractor shall indemnify the employer and hold harmless in respect of all and any expenses arising from any such injury or damages to persons or property: injury or damage; under any acts of compensation or damage consequent upon such claim.

The contractor shall reinstate all damage or every sort mentioned in this clauses, so as to deliver the whole of the contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damages to the property or third parties.

The contractor shall affect the insurance necessary and indemnify the employer entirely from all responsibility in this respect. The insurance must be placed with a company approved by the Bank and must be effected jointly in the name of the contractor and the Bank and the policy lodged with latter. The scope at insurance is to include damage or loss-to the contract itself till this is made over in a complete state. Insurance is compulsory and must be affected from the very initial-stage. The contractor shall also be responsible for anything, which may be excluded from damage to any property arising out incidents, negligence of defective carrying out of this contract.

The Bank shall be at liberty and is hereby empowered to deduct the amount at any damages, compensations, costs charges and expenses arising or occurring from or in respect of any such claim for damages from any sums due or to become due to the contractor.

26. INSURANCE

Without limiting his obligations & responsibilities under the contract the contractor shall insure in the joint names at the SBI & the contractor against all loss or damages from whatsoever cause arising other than the expected risks, for which he is responsible under the terms of contract & in such manner that the SBI & the contractor are covered for the period stipulated in relevant clause of instructions to Tenderers and are also covered during the commencement of the period of maintenance & for any loss or damage occasioned by the contractor in course of any operations carried out by him for the purpose of complying with his obligations under clauses.

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

DAMAGE TO PERSONS & PROPERTY

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

a) The permanent use or occupation at land by or any part thereof.
b) The right of SBI to execute the works or any part thereof, over, under, in or through any lands.
c) Injuries or damages to persons or properties which are unavoidable result of the execution or maintenance of the works in accordance with the contract.
d) Injuries or damages to persons or properties resulting from any act or neglect of the SBI, their agents. employees or other contractors not being employed by the contractor or for or In respect of any claim, proceedings, damages, costs, charges & expenses in respect thereof or in relation thereto or where the injury or damage was contributed to by the contractor, his servants or agents. Such part of the compensation as may be just & equitable having regard to the extent of the responsibility of the SBI, their employees or agents or other employees or agents or other contractors for the damage or injury.

The contractor shall indemnity the SBI against all claims, proceedings, damages, costs, charges & expenses in respect of the matters referred in the above cited provisions.

Contractor's superintendence

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

Third Party insurance

The SBI shall not be liable for or in respect of any damages or compensation payable at low in respect or in

consequence of any accident or injury to any workman or other person in the employment of the contractor or subcontractor, save & except an accident or injury resulting from any act or default of the SBI or their agents, or employees. The contractor shall fully indemnify & keep indemnify the SBI against all such damages & compensations, save & except as aforesaid & against all claims proceedings, costs, charges & expenses whatsoever in respect thereof or in relation thereto.

Accident or injury to workmen:

The SBI shall not be liable for or in respect of any damages or compensation payable at lay in respect or in consequence of any accident or injury to any workman or other person in the employment of the contractor or any sub-contractor, save & except an accident or injury resulting from any act or default of the SBI or their agent, or employees. The contractor shall fully indemnity & keep indemnify the SBI against all such damages & compensations, save 84 except as aforesaid & against all claims proceedings, costs, charges & expenses whatsoever in respect thereof or in relation thereto.

Insurance against accidents etc. to workmen:

The contractor shall insure against such liability with an insurer approved by the SBI during the whole of the time that any persons are employed by him on the works & shall when required, produce to the Architect/ Consultant such policy of insurance & receipts for payments of the current premium. Provided always that, in respect of any persons employed by any sub-contractor, the contractors obligation to insure as aforesaid under this sub-clause shall be satisfied it the subcontractor shall have insured against the liability in respect of such person in such manner that the SBI is indemnified under the policy but the contractor shall require such subcontractor to produce to the Architect] Consultant when such policy of insurance & the receipt for the payment or current premium is required to be produced.

Remedy on Contractors failure to insure:

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

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

27. ACCOUNTS RECEIPTS &VOUCHERS

The contractor shall, upon the request of the Bank furnish them with all the invoices, accounts, receipts and other vouchers that they may require in condition with the works under this contract, it the contractor shall use materials less than what he is required under the contract, the value of the difference in the quantity of the materials he was required to use and that he actually used shall be deducted from his dues. The decision of the Bank shall be final and binding on the contractor as to the amount of materials the contractor is required to use for any work under this contract.

28. MEASUREMENTS OF WORK

Before taking any measurement of any work the site engineer or a subordinate deputed by him shall give reasonable notice to the contractor, it the contractor fails to attend at the measurements after such notice or fails to countersign or to record the difference within a week from the date of measurement in the manner required by the site engineer then in any such event the measurements taken by the site engineer or by the subordinate deputed by him as the case may be is final and binding on the contractor and the contractor shall have no right to dispute the same.

29. PAYMENTS

All bills shall be prepared and submitted by the contractor in the form prescribed by the Bank/architect normally one interim bill shall be prepared each fortnight subject to minimum value for interim certificate as agreed in these documents. The bills in proper forms must be duty accompanied by detailed measurements in support of the quantities at work done and must show deductions or all previous payments, retention money etc. duly signed by the site engineer and the contractor. To facilitate quick checking and certification of bills the contractors are advised to submit their bills including measurement sheets in MS. Excel spreadsheet format along with its soft copy on a CD.

The architects shall issue a certificate after due scrutiny of the contractor's bill stating the amount due to the contractor from the employer and the contractor shall be entitled to payment thereof within the period of honoring certificate named In these documents, vide appendix to these conditions.

The amount stated in an interim certified shall be the total value of work properly executed up to the date or the bill less the amount to be retained by the Bank as retention money vied clause 12 of these conditions and less installments previously paid under these conditions, provided that such certificate shall only include the value or said material and goods as and from such time as they are reasonably, properly and not prematurely brought to or placed adjacent to the work and then only it adequately protected against weather or other casualties.

The Bank will deduct retention money as described in clause I2 of these conditions. The refund of retention money will be made as specified in the said clause.

30. VARIATION/DEVIATION

The price of all such additional items/non-tendered items will be worked out on the basis of rates quoted for similar items in the contract wherever existing or on engineering rate analysis based on prevalent fair price of labour, material and other components as required. The tender rates shall hold good for any increase or decrease in the tendered quantities.

31. SUBSTITUTI0N

Should the contractor desire to substitute any materials and workmanship, he/they must obtain the approval of the architects in writing for any such substitution well in advance. Materials designated in this specification indefinitely by such term as “equal” or “other approved” etc, specific approval of the Bank/architects has been obtained in writing,

32. CLEARING SITE ON COMPLETION

On completion of the works the contractor shall clear away and remove from the site all construction plant, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and the works clean and in a workman like condition to the satisfaction of the Bank/architects.

33. DEFECTS AFTER COMPLETION

The contractor shall make good at this own cost and to the satisfaction of the Bank/architects all detects, shrinkage, settlements or other faults, which may appear within 12 months after completion of the work. In default the Bank may employ and pay other persons to amend and make good such damages, losses and expenses consequent thereon or incidental thereto shall be made good and borne by the contractor and such damages, loss and expenses shall be recoverable from him by the employer or may be deducted by the Bank, in lieu of such amending and making good by the contractor, deduct from any money due to the contractor a sum equivalent to the cost of amending such work and in the event of the amount retained being insufficient, recover that balance from the contractor from the amount retained under clauses No. 12 together with any expenses the employer may have incurred in connection therewith.

34. CONCEALED WORK

The contractor shall give due notice to the Bank/architects whenever any work is to be buried in the earth, enclosed or in the bodies of walls or otherwise becoming inaccessible later on, in order that the work may be inspected and correct dimensions taken before such burial, in default where of the same shall, at the option of the Bank/architect be either opened up for measurement at the contractor's expenses or no payment may be made for such materials. Should any dispute or differences arise after the execution of any work as to measurements etc. or other matters which cannot be conveniently tested or checked, the notes at the Bank/architects shall be accepted as correct and binding on the contractor.

35. ESCALATION

The rate quoted shall be firm throughout the tenure of the contract (including extension of time, if any, granted) and will not be subject to any fluctuation due to increase in cost or materials, labour, sales tax, octroi, etc.

36. IDLE LABOUR

Whatever the reasons may be no claim for idle labour, additional establishment cost of hire and labour charges of tools and plants would be entertained under any circumstances.

37. SUSPENSION

If the contractor except on account of any legal restraint upon the Bank preventing the continuance of the work or in the opinion of the Bank shall neglect or fail to proceed with due diligence in the performance of his part of the contract or if he shall more than once make default, the Bank shall have the power to give notice in writing to the contractor requiring the work be proceeded within a reasonable manner and with reasonable dispatch, such notice purport to be a notice under this clauses.

After such notice shall have been given the contractor and shall not be at liberty to remove from the site at the works or from any ground continuous thereto any plant or materials to subsist from the date of such notice being given until the notice shall have been complied with. If the contractor stroll fall for 7 (seven) days after such notice has been given to proceed with the works as therein prescribed, the employer may proceed as provided in clauses 44 (Termination of contract by The Bank).

38. TERMINATION OF CONTRACT BY THE BANK

If the contractor being a company go into liquidation whether voluntary or compulsory or being a firm shall be dissolved or being on individual shall be adjudicated insolvent or shall make on assignment or a composition for the benefit of the greater part, in number of amount of his creditors or shall enter into a deed or arrangement with his creditors, or if the official assignee in insolvency, or the receiver of the contractor of the contractor in insolvency, shall repudiate the contract, or it a receiver of the contractors firm appointed by the

court shall be unable, within fourteen days after notice to him requesting him to do so, to show to the reasonable satisfaction at the Bank that he is able to carry our and fulfill the contract, and if so required by the Bank to give reasonable security therefore, or it the contractor shall suffer execution to issued, or shall suffer any payment under this contract to be attached by or on behalf of and of the creditors of the contractor, or shall assign, charge or encumber this contractor any payments due or which may become due to the contractor, there under, or shall neglect or fail to observe and perform all or any of the acts matters of things by this contract to be observed and performed by the contractor within three clear days after the notice shall have been given to the contractor in manner hereinafter mentioned requiring the contractor to observe or perform the same or shall use improper materials or workmanship in carrying on the works, or shall in the opinion at the Bank not exercise such due diligence and make such due progress as would enable the work to be completed due time agreed upon, and shall fail to proceed to the satisfaction of the Bank after three clear days notice requiring the contractor so to do shall have been given to the contractor as hereinafter mentioned, or shall abandon the contract, then and in any or the said cases, the bank may notwithstanding previous waiver determine the contract by a notice in writing to the effect as hereinafter mentioned, but without thereby effecting the powers of the Bank of the obligations and liabilities of the contractor the whole of which shall continue in force as fully as if the contract, had not been so determined and it the works subsequently executed had been executed by or on behalf of the contractor [without thereby creating any trust in favour of the contractor] further the Bank or his agent, or servants, may enter upon and take possession of the work and all plants, tools, scaffolding, sheds, machinery, steam and other power, utensils and materials tying upon premises or the adjoining lands or roads and sell the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other contractors or other persons or person to complete the works, and the contractor shall not in any way interrupt or do any act, matter or prevent or hinder such other contractors or other persons or person employed from completing and finishing or using the materials and plants for the works when shall be completed, or as soon thereafter as conveniently may be, the employer shall give notice in writing to the contractor to remove his surplus materials and plants and should the contractor fail to do so within a period of 14 days after receipt by him the employer may sell the same by public action and shall give credit to the contractor for the amount so released. Any expenses or losses incurred by the Bank in getting the works carried out by other contractors shall be adjusted against the amount payable to the contractor by way of selling his tools and plants or clue on account of work carried out by the contractor prior to engaging other contractors or against the security deposit.

39. <u>ARBITRATION</u>

All disputes or difference at any kind whatsoever which shall at any time arise between the parties. Here to touching or concerning the work or the execution or maintenance thereof this contract or rights touching or concerning the works or the execution or maintenance thereof this contract or the construction remaining operation or effect thereof or to the right or liabilities of the parties or arising out of or in relation thereto whether or after determination, foreclosure or breach of the contract other than those in respect of which the decision of any person is by the contract expressed to be final and binding shall after written notice by either part to the contract to the other of them be referred for adjudication to a sole arbitrator to be appointed as hereinafter provided.

For the purpose of appointing the sole arbitrator referred to above, the employer will send within thirty days at receipt of the notice to the contractor, a panel of three names of persons who shall be presently unconnected with the organization for which the work is executed.

The contractor shall on receipt by him of the names as aforesaid, select any one or the persons named to be appointed as a sole arbitrator and communicate his name to the employer within thirty days of receipt of the names.

Employer shall thereupon without any delay appoint the said person as the sole arbitrator, if the contractor fails to communicate such selection as provided above within the period specified, the Bank shall make the selection and appoint the selected persons as the sole arbitrator.

It the Bank fails to send to the contractor the panel or three names as aforesaid within the period specified, the contractor shall send to the Bank a panel of 3 names of the persons who shall all be unconnected with either party. The Bank shall on receipt at the names shall aforesaid, select any one of the persons named and appoint him as the sole arbitrator. If the Bank fails to select the person and appoint him as the sole arbitrator within 30 days of receipt of the panel and inform the connector accordingly, the contractor shall be entitled to appoint any person from the panel as the sole arbitrator and communicate his name to the Bank it the arbitrator so appointed is unable or unwilling to act or resign his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed as aforesaid.

a) The work under the contract, shall however, continue during the arbitration proceedings and no payment due or payable to the contractor shall be withheld on account at such proceedings.

b) The arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing.

c) The arbitrator may from time to time, with the consent of the parties, enlarge the time for making and publishing the award.

d) All cases where the amount of the claim in dispute is Rs.75, 000.00 [Rupees Seventy Five Thousand only] and above, the arbitrator shall give reasons for the award.

e) It is also a term of the contract that if contractor does, not make any demand for arbitration in respect at any claim(s) within 90 days of receiving intimation from The Bank/architect that the bill after due verification is passed for payment at a lesser amount, or otherwise, the contractor's right under this agreement to refer to arbitration shall be deemed to have been forfeited and employer/architect shall be relived and discharged at their liability under this agreement in respect such claim(s]. Further, it is agreed that for the purpose of this clause, such notice is deemed to have been received by the contractor (s) within two days of posting of the letter by employer/architect or when delivered by hand immediately after receipt thereof by the contractor is], whichever is earlier. Further, a letter signed by the officials of The Bank/architect that the letter was so posted to the contractor (s) shall be conclusive.

   The Bank and the contractor hereby also agree that arbitration under clause shall be a condition precedent to any right to action under the contract of with regard to the matters hereby expressly agreed to be so referred to arbitration

f) The arbitrator shall give a separate award in respect of each dispute or difference referred to him. The arbitrator shall decide each dispute in accordance with the terms of the contract and give a reasoned award. The venue of arbitration shall be such place as may be fixed by the arbitrator in his sole discretion.

g) The fees, if any, at the arbitrator shall, it required to be paid before the award is made and published, be paid half and half by each of the parties. The costs at the reference and of the award including the fees, if any of the arbitrator who may direct to and by whom and in what manner, such cost as or any part thereof shall be paid and may fix or settle the amount of costs to be so paid.

h) The award of the arbitrator shall be final and binding on both the ponies.

i) Subject to aforesaid, the provisions of the arbitration act, 1940 or any statutory modification or reenactment thereof and the rules made there under, and for the time being in force, shall apply to the arbitration proceeding under this clause.

APPENDIX

1	Security Deposit	5% of the accepted Tender amount less Earnest Money.
2	Retention Money	2.5% of the Bill Amount will be deducted from each Running Bill and shall refund as per clause 12 of General Conditions of Contract.
3	Defects Liability Period	12 months after virtual completion.
4	Liquidated Damages	0.25% of Contract Value per week up to maximum or 5%, thereafter the Bank may get the work done at contractor's risk & costs i.e. delay beyond 5 weeks.
5	Validity of the Tender	Three months from the last date or opening at the Tender.
6	Terms of Rates	The rates shall be at the site of the work and shall include all Taxes, Octroi, Labour, Transportation, Sales Tax, work contract Tax it any etc.
7	Period for honoring interim certificate	No interim payment shall be admissible. Only final single bill is to be raised.
8	Period for honoring Final certificate	60 working days after the Submission of the Final Certificate.
9	Validity of Rates	The quoted Rates in the Tender shall remain valid till the completion of the work. No escalation in rates shall be allowed.
10	Return or retention money and Security deposit	Security deposit + 50% of Retention money shall be returned on virtual completion at work. Remaining 50% of amount shall be returned after completion of detect liability period
11	Extra items	The contractor shall not execute the item for which the Rate cannot be derived from the Tender. He shall submit the Rate analysis for such item on actual cost plus 15% as overheads, establishment charge and contractor's profit, and get it approve by Architect/Bank before starting the work or such item.
12	Penalty clause	The contractor biding for this lender is to note categorically that the rates quoted by him includes his responsibility of completing the work in the time span specified for this tender and in case it the contractor rails to complete the aforesaid work related to this tender including extra items it any he is liable to pay compensation to the Bank ate rate to be decided by The Assistance General Manager, RBO- 02, Shiv Shakti Chambers, On Morbi-Wankaner National Highway, Lalpar-Morbi-363642, who shall act in the matter on basis of report submitted by the Architect for the Project for his consideration. Any such compensation, it levied shall be recovered from the amount due to the contractor with respect to this tender.
13	Working Hours	Subject to any provision to the contrary contained in the contract, no permanent work shall save as herein provided be carried on during the night or on holidays without the permission in writing at the Architect/Consultant, save when the work is unavoidable or absolutely necessary for the saving of the life of the property or for safety of the work, in which case the contractor shall immediately advise the Architect/consultant. However, the provision of the clause shall not be applicable in case of any work which becomes essential to carry by rotary or double shirts in order to achieve the progress & quality of the part of work being technically required/ continued with the prior approval of the Architect/Consultant at no extra cost to the SBI.