

TENDER DOCUMENT

TECHNICAL BID

PROPOSED AIR CONDITION WORKS FOR ADMINISTRATIVE
OFFICE OF
Saptagiri Grameena Bank

AT
SURVEY No. 261/3, VELLORE ROAD, CHITTOOR-517001

DATE OF ISSUE: - 22.04.2024.

TENDER SUBMISSION ON: - 15.05.2024 AT 3.00 P.M.

TENDER OPENING (Technical Bid): 15.05.2024 AT 05.00 P.M

TENDER OPENING (Price Bid): 16.05.2024 AT 05.00 P.M

COMPLETION PERIOD – 60 DAYS



సప్తగిరి గ్రామీణ బ్యాంక్
(ప్రభుత్వ రంగ సంస్థ : ఇండియన్ బ్యాంక్ చే ప్రాయోజితం)
Saptagiri Grameena Bank
(Public Sector RRB : Sponsored by Indian Bank)

SAPTAGIRI GRAMEENA BANK

Head Office, #19/565-11, 3rd floor, Vishal mart upstairs, Opp: Venkateswara Theatre, Vellore
Road, Chittoor-517001.

Architects

KANAMADI AND ASSOCIATES

#58, First Floor, 11th Cross, Malleswaram, Bangalore -560 003
Ph: 080 23347210, Email: kanamadiassociates@gmail.com



CONTENTS

Details
Notice Inviting Tender
Pre-Qualification Criteria
Instruction to Bidders
Tender Terms & Conditions
General conditions of Tender
Firm Details (to be submitted by the bidder)
Details of Similar works executed during past 5 years (to be submitted by the bidder)
Declaration accepting the Terms & Conditions
Format of Agreement to be executed with L1 vendor
Declaration (Blacklisted/Debarred)
Pre-Contract INTEGRITY PACT duly signed in stamp paper of Rs.100/-
Specifications of the Tender Item (Furnishing of Air Conditioners)
Price Bid Format - Annexure

CHECK LIST	
No.	The 1 st cover or envelope should contain following details:
1.	Work order & Completion certificate on similar works executed as stated in the Pre-qualification criteria of point no. 2
2.	CA certificate & Audited balance sheet on average annual financial turnover as stated in the Pre-qualification criteria of point no. 1
3.	Tender fee Rs.5,000/- {Rupees Five thousand only} (Non-Refundable)
4.	EMD amount should be remitted through NEFT / RTGS / IMPS for the credit of CA/c No. 88618083 IFSC – SAGB0050001(all zeros) , favoring Saptagiri Grameena Bank, HO: Chittoor. Rs.50,000/- {Rupees Fifty thousand only} towards EMD (Refundable)
5.	Pre-Contract INTEGRITY PACT duly signed in stamp paper of Rs.100/-
6.	Bank Details / Cancelled cheque to return EMD amount
The 2 nd sealed cover or envelope should contain only PRICE BID	



NOTICE INVITING TENDER

Saptagiri Grameena Bank, Head Office, Chittoor invites sealed tenders from eligible Vendor/ Organization/s under two bid systems (Technical & Price Bid) for Air Condition Works at the Administrative Building of SAPTAGIRI GRAMEENA BANK located at SUVERY No. 261/3, Besides APSSDC / DRDA Office, Vellore Road, Chittoor – 517 001.

Tender documents can be downloaded from bank's official website <https://www.saptagirigrameenabank.in/> under tenders' section.

1. Last Date and Time for submission of Technical & Price Bids: **15.05.2024** up to 03:00 P.M.
2. Date and Time of Opening of Technical Bid: **15.05.2024** at 05:00 P.M.
3. Date and Time of Opening of Price Bid: **16.05.2024** at 05:00 P.M.
4. In the event of the date/s mentioned above being declared subsequently as holiday/s for the Purchaser's Office, the due date for meeting, submission and opening of bids will be the next working day at the same venue and time.
5. In order to provide reasonable time to the Prospective Bidders to take necessary action in preparing their Tenders / Bids as per the Addendums / Amendments, Bank may, at its discretion, extend the deadline for the submission of Tenders / Bids and other allied time frames, which are linked with that deadline.
6. **Earnest Money Deposit:** An amount of **Rs.50,000/-** {Rupees Fifty thousand only} should be remitted towards EMD (refundable upon completion of process) through NEFT / RTGS / IMPS to the credit of CA/c No. **88618083** IFSC – **SAGB0050001 (all zeros)**, favoring Saptagiri Grameena Bank, HO: Chittoor A/c & details of such remittance/s should be enclosed along with the Technical Bid. **Tenders received without EMD remitted particulars shall be liable for rejection.** No interest shall be paid on EMD amount.
7. Firms registered with NSIC (National Small Industries Corporation) & MSEs registered with MSME (UDYAM) are exempted from submission of Tender Fee and EMD amount. A copy of Valid NSIC certificate/MSME Certificate is to be submitted for the same.
8. However, these entities are instructed to comply with the turnover and prior experience criteria as has been stipulated in the tender terms since the process involves meeting out certain quality and specifications and also involves public safety, critical security operations etc.,
9. Please note that Bank will not be held responsible for any delay in submission of Tender.
10. Acceptance / Rejection of the Tender is solely at the discretion of the bank.
11. Tenders received after the deadline will not be considered for process.
12. Unsealed tenders received are liable for rejection.
13. Any modification / corrigendum will be uploaded on Bank's website only. No individual correspondence would be entertained.

Pre – Bid Meeting

A "Pre-bid" meeting will be conducted on 03.05.2024 at 11:30 A.M. Bidders may attend the meeting at our Head Office, #19/565-11, 3rd floor, Vishal mart upstairs, Opp: Venkateswara Theatre, Vellore Road, Chittoor-517001.



General Manager
Saptagiri Grameena Bank, Head Office, Chittoor

PRE-QUALIFICATION CRITERIA

1. The **average annual turnover** of the bidder including MSEs as stipulated in the tender notice should be at least **Rs.65 lakhs** {Rupees Sixty-five lakhs only} during the last 3 financial years, i.e., FY 2020-21, 2021-22 & 2022-23. (Audited Balance sheets and CA Certificate should be enclosed) – For the above calculation, the financial turnovers for 2023-24 may also considered, subject to production of GST returns, clearly mentioning the turnovers along with CA certification with UDIN. However, acceptance of such financials would be solely at the discretion of bank.
2. The bidder/s should have successfully completed similar works (means AIR CONDITION Furnishing works) during **the last 5 years** (i.e. prior to 31.03.2024) in Central / State Govt. Departments, Public Sector Undertakings, Banks, reputed private sector, multinational companies & institutions in either of the following: -
 1. One work costing a minimum of Rs. 35.00 lakhs and above
OR
 2. Two works of each costing a minimum Rs. 20.00 lakhs and above
OR
 3. Three works of each costing a minimum Rs. 15.00 lakhs and above
3. The Bidder should have undertaken such contracts continuously for the past 5 years i.e., without any break.

Documentary proof to be submitted (copies to be self-attested, wherever required)

1. Copies of Work Orders executed.
2. Completion Certificates (self-attested) issued from the respective Organizations / Firms related to the works executed during the specified periods as stated above.
3. CA Certification on Turnover as mentioned above.
4. Audited Balance Sheet with schedules for the last 3 consecutive financial years (the financial turnovers for 2023-24 may also be considered, subject to production of self-attested copies of GST returns, clearly mentioning the turnovers along with CA certification with UDIN. However, acceptance of such financials would be solely at the discretion of bank)

Conditions

1. Bank has the discretion to increase/decrease the duration of days of execution of works.
2. Any party or its associated company, if had been in the Holiday list / Black-listed by any Central / State Government agencies or any Central / State PSU company and such name appears in the list of the above mentioned central / state Government agencies or central / state PSU as on date, is disqualified and **would not be considered**. A self-declaration needs to be submitted as per the pro-forma enclosed along with the technical bid.
3. **Tender Fee and EMD** details are as given in the check-list.
4. Pre-contract Integrity Pact without the required stamp paper of Rs.100/- would be summarily rejected.



INSTRUCTION TO BIDDERS

- This RFP is floated to undertake the Air Condition works to be executed at our newly constructed building at Survey No. 261/3, Besides APSSDC / DRDA office, Vellore Road, Chittoor - 517 001.
 - At present, our Head Office premises is functioning at # 19/565-11, 3rd floor, Vishal Mart upstairs, Opp.: Venkateswara Theatre, Vellore Road, Chittoor – 517 001.
 - Intended bidders are advised to take careful note of the facts that few of the existing fittings / fixture that are presently being used at the existing office will have to be removed and re-fixed at the new building.
 - Before the date of pre-bid meeting, the bidders are advised to visit at their cost, both new & existing premises for their own assessment on the reusable items, listed by our architect and for their clear idea on the measurements of cabin / places where the said reusable items are to be refixed.
 - To facilitate the visits, bidders are requested to contact Mr. Rajasekhara Reddy (Mobile No.8886644009) for related information / site assistance.
 - This would enable the bidders to quote their competitive cost for those removable items, taking into account the removing cost, transportation, re-fixing cost, etc.,
1. The bidders have to use the extent of unit of work / Air Conditioner Items available in the existing premises located at #19/565-11,3rd floor, Vishal mart upstairs, Opp: Venkateswara Theatre, Vellore Road, Chittoor – 517 001.
 2. Removing & Re-fixing of the existing items intact at the new premises is at the risk and responsibility of the successful bidder (Contractor).
 3. Rate is to be quoted by the bidder for Removing & Refixing the available items including any alterations / additions, if necessary, etc.
 4. The quote should include Logistics, Labor, Installation, loading / unloading charges, temporary storage, etc.,
 5. The bidder should strictly follow the specifications and quality standards as noted in the tender terms.
 6. The bidder should complete the entire work within the time frame as given by the bank.
 7. The bidder has to follow and co-ordinate with M/s Kanamadi & Associates, Architects & Engineers, Bangalore our panel architect, or to follow and co-ordinate with any other agency/ Architect approved by the bank from time to time during the course of contract work.
 8. The contractor should reduce the cost of the unit of work to the extent of unit of work/item of Air Conditioner to remove or delete during the course of execution/ erection/ fixation of the above said unit of work/item/fixtures.
 9. Interior work should go in line with Electrical fittings, AC installation, fire-fighting / safety equipment, it is expected that the bidders need to work independently & inter-dependently, in co-ordination with other vendors/contractors, wherever required.



10. Submission & processing of tenders: -

- The tender to be submitted in two parts. Part I is containing the **Technical bid** & Part II would be containing the **Price bid**.
- All the tender documents, including Annexures, Part I & Part II, should be signed by the bidders and should be submitted in **Two Separate Sealed Covers** superscribed as "Technical bid" & "Price bid" for Air Condition works before the due date.
- The Price Bid should be in Printed Form only. Hand-written Price bids will NOT BE ACCEPTED and Bid amount should be in Rupees Only.
- Prices should be filled up in the price bid format.
- Bidders shall fill up their rates **only in the price bid and not in any** other manner.
- Bidders are advised not to deviate from the stipulated technical specifications, commercial terms & conditions like terms of payment, warranty, arbitration, escalation clause, etc.,
- Technical bid (Part I) will be opened on the due date & at the scheduled time.
- The presence of bidders and/or their authorized representatives (not more than 2 per bid) will be allowed and they should register their names with department at least 30 minutes before scheduled time.
- However, physical participation of the bidders / their representatives is not mandatory.
- The entire bid opening process (both technical as well as financial) would be held in the presence of the Committee Members as decided by the bank and bidders / their representatives (not mandatory), as per the extant procedure of the bank.
- Scrutiny / evaluation of the technical bids will be done by the Bank in consultation with the Architect / Consultant or any other agency as deemed necessary.
- In case it is found that the technical bid is not in line with the stipulated specifications, requirements and/or contains many deviations, the Bank reserves the right to **reject** the technical bid of such firm without making any reference to the bidder.
- The Price bid of only those who have qualified in the technical bid will only be opened and **of those who do not qualify in the technical bid will not be opened.**
- Necessary clarifications required by the Bank shall have to be furnished by the bidder/s within the stipulated time, failing which their bid may be rejected without any further reference.
- The price bid (Part II) of qualified bidders will be opened on the scheduled date & time. The presence of bidders / their authorized representatives (not more than 2 persons per bid) will be allowed. However, the same is not mandatory as mentioned above.
- Bank however reserves its right to accept/reject any tender or call for fresh tenders without assigning any reason whatsoever.
- The Bank reserves the right to reject any or all bid/s, without assigning any reasons.
- Similarly, Bank reserves the right NOT to include any Bidder in the final short-list, if found or otherwise proved, to have furnished wrong details / documents, at any point of time.
- The tender shall be submitted in two separate sealed envelopes i.e., Envelope No.:1 'Technical Bid' and Envelope No.:2 'Price Bid.'
- The sealed envelope containing technical bid should be super scribed as "Technical Bid for Air Condition Works" and the sealed envelope containing price bid should be super scribed as "Price Bid for Air Condition Works" respectively.



- Both the sealed envelopes should be submitted together in a separate bigger envelope, duly sealed and super scribed on the outside with the narration "Tender for PROPOSED Air Condition Works for Administrative Building of SAPTAGIRI GRAMEENA BANK @ Survey no. 261/3, Besides APSSDC / DRDA Office, Vellore Road, Chittoor – 517 001".
- The tender should be submitted on or before **15.05.2024 up to 3.00 PM**, in the "Tender Box" kept at Saptagiri Grameena Bank, Head Office, Vishal Mart, 3rd Floor, Vellore Road, Chittoor – 517 001.
- The tenders may also be submitted through Registered/Speed Post to reach the below mentioned address on or before the due date and time indicated above.
- The responsibility of submitting tenders to the below mentioned address **on or before the due date and time** is that of applicant and any tenders received after the due date, due to any reasons including delays in delivery by any means (like postal, courier, etc.,) shall not be accepted.
- The Bank will not be responsible for any delay or late submission of the tender or any loss arising there from in any manner whatsoever.

Address for communication

General Manager
Saptagiri Grameena Bank
Head Office, Sai Yashus Building,
3rd Floor, Vellore Road, Chittoor - 517 001 A P

11. **Earnest Money Deposit:** Bidders must deposit the specified amount of EMD as detailed in the notice-inviting tender at the time of submission of tender. The EMD of unsuccessful bidders will be **refunded in 30 working days** from the date of opening the financial bid, without any interest.

12. Earnest Money **of the successful bidders** will be retained as part of the security deposit and will be returned in 30 working days after the end of the defect liability period. EMD will be forfeited, if the bidder fails to start the work within the period of 14 days from the date of award of work and fails to execute an agreement.

13. **Initial Security Deposit:** Successful bidder whose tender is accepted is required to submit Initial Security Deposit equal to 3% of the accepted value of the tender (inclusive of EMD) within 14 days of date of award of work. The remittance should be done in the similar way as mentioned for EMD deposit (narrated above).

14. Total Security deposit (by way of retention money) shall comprise of 5% of the final contract value (i.e., final bill amount) which includes,
i. Earnest Money Deposit
ii. Initial Security Deposit
iii. Retention money

15. **Validity:** The L1 price shall remain valid for a period of 180 days from the date of finalizing L1. The bidders shall not be entitled during the period of validity without the consent in writing by the Bank to revoke or cancel tender or to vary the tender given or any terms thereof.



16. The successful bidder shall be required to execute an agreement in requisite stamp paper within 14 days from the date of award of work. In the event of failure to execute the agreement within the stipulated period, EMD amount will be forfeited.
17. Bank reserves the right to modify any of the pre-qualification criteria.
18. The evaluation of the tenders will be based on pre-qualification criteria detailed in the tender document, tenders of firm, which meet the pre-qualification criteria will only, be considered.
19. The successful bidder shall bear the expenditure towards stamps and related expenditure involved in execution of the contract.
20. The Bidder is expected to examine all Specifications, Instructions and Terms & Conditions given in the Tender Documents. Failure to furnish any information required in the tender Document/s or submission of a Bid not substantially responsive to the tender Documents in every respect will be at the Bidder's sole risk and may result in rejection of the Bid.
21. Any clarification required will have to be obtained one week prior to the date of opening of the Technical Bid. For any technical clarifications, please feel free to contact our Architect M/s Kanamadi & Associates (Phone: 080-23347210) and Shri. P Rajasekhara Reddy, Chief Manager of our bank on Mobile No. 88866 44009.
22. All the pages of the tender document should be signed & stamped by authorized representatives of the Bidder/s.

Place:
Date:

Head office, Chittoor
22/04/2024.




General Manager

TENDER TERMS AND CONDITIONS

a	General Description	Air Condition works For Saptagiri Grameena Bank, New Head Office Building, Survey No. 261/3, Besides APSSDC / DRDA office, Vellore Road, Chittoor - 517 001
b	Earnest Money Deposit	Rs.50,000/- (Rupees Fifty thousand only) - EMD amount should be remitted through NEFT / RTGS / IMPS for the credit of CA A/c No. 88618083 IFSC - SAGB0050001(all zeros) , favoring Saptagiri Grameena Bank, HO: Chittoor.
c	Initial Security Deposit	Initial Security Deposit equal to 3% of the accepted value of the tender (inclusive of EMD) by the successful bidder, within 14 days of date of award of work, should be made as per the above-mentioned details
d	Date of commencement	3 rd day from the date of award of work
e	Period of completion	60 days from the date of award of work
f	Retention Money to be deducted from interim / running Bills	8% of gross value of each running bill shall be deducted
g	Total Security deposit from final bill	5% of final contract value shall be deducted and refunded after completion of defect liability period of 12 months provided the contractor has satisfactorily carried out all the works and attended to all defects in accordance with the conditions of the contract, including site clearance.
h	Defects Liability Period	12 (Twelve) months from the date of completion.
i	Liquidated Damages	1% of the contract value of the work per week subject to a ceiling of 15%
j	Interim bill	Value not less than 25% of the contract value in each bill.
k	Period of honoring the interim certificates	Interim bill amount shall be honored within 15 days after receipt of the Architect's certificate and checking by the concerned authority subject to deduction of 8% of the bill as retention money.
l	Period of honoring the final bill	15 days from the receipt of the Architects Certificate.
m	Statutory deductions	TDS, GST-TDS and others if any, will be deducted at the time of payment as per the prevailing terms





n	Mobilization Advance	Will not be considered
o	Validity of Tender	180 days from the date of finalizing L1
p	Details of the IEMs of the bank	1.Shri Dilip Vithoba Sonpipare Email: sonpiparedv@gmail.com Mobile: +91 9423118793 And 2.Shri Ahmad Javed Email: ajtopcop@gmail.com Mobile: +91 9821058152



GENERAL CONDITIONS OF TENDER

1. Definitions

In construing these conditions and the specifications, Schedule of Quantities and Contract Agreement, the following words, shall have the meanings herein assigned to them except where the subject of context other requires: -

- a. 'Owner' or 'Bank' shall mean Saptagiri Grameena Bank include his / their legal representatives, assignees and successors.
- b. 'Vendor/ Organization s' or 'Bidder' shall mean the person, or persons, firm or company whose tender has been accepted by the Bank and shall include his / their heirs and legal representatives and the permitted assigns.
- c. 'Consultant' (herein referred to as consultants) shall mean the Air Condition/Engineer/Architect Consultant appointed by Bank from its empaneled list to supervise the execution of the works.
- d. 'Banks Engineer' shall mean person employed by the Bank for the said work.
- e. 'Works shall mean the works to be executed and recorded in accordance with the Contract and shall include all extra or additional altered or substituted works as required and recorded for the performance of the Contract
- f. 'Site' shall mean 'Saptagiri Grameena Bank, where the works are to be executed or carried out and other lands or places provided by the Bank for the purposes of the Contract.
- g. 'Project' shall mean entire work specified in the tender documents inclusive of extra items/ extra quantities (if any) executed during the contract period.
- h. 'Contract' shall mean the articles of agreement, the conditions of tender, specifications, schedule of quantities, drawings, duly signed by the owner and the Vendor/ Organization.
- i. 'Virtual Completion Certificate' shall mean the certificate issued by the Consultant/Owner to the Vendor/ Organization after successful completion of the project.
- j. 'Contract Value' shall mean total value of quantities of items in the schedule of rates of the contract valued at the accepted rates at time of award of contract.

2. Price

Price quoted should be firm without any escalation until the completion of the work. The rates quoted include the cost of materials, transportation of material to the site, fixing or placing in position for which the item of work is intended to be operated, labour cost involved, etc., The rates quoted by the Vendor/ Organization shall be firm throughout the contract period and there shall be no upward revision of the rates quoted by the Vendor/ Organization for any reason whatsoever. No price variation will be allowed for any other reasons till the completion of the work.

3. Total Security Deposit

Total Security deposit of 5% comprises of

- a) Earnest Money Deposit
- b) Initial Security Deposit
- c) Retention Money



(a) Earnest Money Deposit

The bidder shall furnish EMD mentioned in the form of RTGS / NEFT / IMPS in favor of SAPTAGIRI Grameena Bank (as detailed above). No tender shall be considered unless the EMD is deposited. No interest shall be paid on this EMD. The EMD of the unsuccessful bidder shall be refunded in 30 working days after the decision to award the contract is taken without interest. The EMD shall stand absolutely forfeited if the bidder revokes his tender at any time during the period when he is required to keep his tender open acceptance by the bank or after it is accepted by the bank the Vendor/ Organization fails to enter into a formal agreement or fails to commence the work within the stipulated time.

(b) Initial Security Deposit:

Successful bidder whose tender is accepted is required to submit Initial Security Deposit equal to 3% of the accepted value of the tender (inclusive of EMD) within 14 days of date of award of work in the form of RTGS / NEFT / IMPS in favor of SAPTAGIRI Grameena Bank (as detailed above).

(c) Retention Money

Besides the EMD as deposited by the contractor in the above said manner, the retention money shall be deducted at the rate of 8% from the each running bill and will be released on the final payment. Defect liability period shall commence from the date of issue of Virtual Completion Certificate by the Architect/Consultant.

4. Language Errors, Omissions and Discrepancies:

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

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



5. Scope of Work

The Vendor/ Organization shall carry out, complete and maintain the said work in every respect strictly in accordance with this contract and with the directions of and to the satisfaction of the Bank to be communicated through the architect/consultant.

The architect/consultant at the directions of the Bank from time to time issue further drawings and/or written instructions, details directions and explanations which are hereafter collectively referred to as Architect's/Consultant's instructions in regard to the variation or modification of the design, quality or quantity of work or the addition or omission or substitution of any work, any discrepancy in the drawings or between the BOQ and/or drawings and/or specifications, the removal from the site of any material brought thereon by the Vendor/ Organization and the substitution of any other materials thereof, the demolition, removal and/or re-execution of any work executed by him, the dismissal from the work of any person employed/engaged thereupon.

6. Letter of Acceptance

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

7. Contract Agreement

On receipt of intimation of the acceptance of tender from the Bank/Architect the successful bidder shall be bound to implement the contract and within five days thereof he shall sign an agreement in a non-judicial stamp paper of appropriate value.

8. Ownership of drawings

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

9. Detailed drawings and instructions

The Bank, through its architects/consultants shall furnish with reasonable promptness additional instructions by means of drawings or otherwise necessary for the proper execution of the work. All such drawings and instructions shall be consistent with the contract documents, true developments thereof and reasonably inferable therefrom. The work shall be executed in conformity therewith and the Vendor/ Organization prepare a detailed work schedule indicating therein the date of start and completion of various activities on receipt of the work order and submit the same to the bank through the Architect/Consultant.



10. Liquidated Damages

Time is the essence of the contract. If the Vendor/ Organization fails to complete the work and clear the site on or before the dates fixed for completion, then the Vendor/ Organization shall without prejudice be liable to pay liquidation damage (LD) at 1% of the contract value for every **week that the whole or the part** of work remains incomplete. However, the total amount of LD to be paid under this condition shall not exceed 15% of the contract value.

11. Materials, Appliances and Employees

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

Water and Electricity

The vendor/ Organization will arrange electricity at site at his own cost. In case, such services are already existing at site, the Vendor/ Organization should bear the monthly charges regularly for using such services.

12. Permits, Laws and Regulations

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

13. Setting out Work

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





14. Protection of works and property

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

He shall take adequate care and steps for protection of the adjacent properties. The Vendor/ Organization shall take all precautions for safety and protection of his employees on the works and shall comply with all applicable provisions of Government and local bodies' safety laws and building codes to prevent accidents, or injuries to persons or property of about or adjacent to his place of work. The Vendor/ Organization shall take insurance covers as per clause 27 at his own cost. The policy may be taken in joint names of the Vendor/ Organization s and the bank and the original policy may be lodged with the bank.

15. Inspection of Work

The Bank/Architect/Consultant or their representatives shall at all reasonable time have free access to the work site and/or to the workshop, factories or other places where materials are lying or from where they are obtained and the Vendor/ Organization shall give every facility to the Bank, Architect/Consultant and their representatives necessary for inspection and examination and test of the materials and workmanship.

No person unless authorized by the Bank/Architect/Consultant except the representative of public authorities shall be allowed on the work at any time. The proposed work either during its construction stage or its completion can also be inspected by the Chief Technical Examiner's organization a wing of Central Vigilance Commission.

16. Assignment and subletting

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

17. Quality of Materials

(i) Workmanship & Test

All materials and workmanship shall be best of the respective kinds described in the contract and in accordance with Architect/Consultant instructions and shall be subject from time to time to such tests as the architect/consultant may direct at the place of manufacture or fabrication or on the site or an approved testing laboratory. The Vendor/ Organization shall provide such assistance instruments,



machinery, labour and materials.

(ii) Samples

The Vendor/ Organization without any extra charges shall supply all samples of adequate numbers, size, shades & pattern as per specifications. If certain items proposed to be used are of such nature that samples cannot be presented or prepared at the site detailed literature/test certificate of the same shall be provided to the satisfaction of the Architect/ consultant.

Before submitting the sample/literature the Vendor/ Organization shall satisfy himself that the material/equipment for which he is submitting the samples/literature meet with the requirement of tender specification. Only when the samples are approved in writing by the architect/consultant the Vendor/ Organization shall proceed with the procurement and installation of the material/equipment.

The approved samples shall be signed by the Architect/Consultant for identification and shall be kept on record at site office until the completion of the work for inspection/comparison at any time. The Architect/Consultant shall take reasonable time to approve the sample.

Any delay that might occur in approving the samples for reasons of its not meeting the specifications or other discrepancies inadequacy in furnishing samples of best qualities from various manufacturers and such other aspects causing delay on the approval of the materials/equipment's etc. shall be to the account of the Vendor/ Organization.

(iii) Cost of tests

a) The cost of making any test shall be borne by the Vendor/ Organization if such test is intended by or provided for in the specifications or BOQ.

(iv) Cost of test not provided for

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

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

18. Obtaining Information related to execution of work

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



19. Contractor's superintendence

The Vendor/ Organization shall give necessary personal superintendence during the execution of the works and as long, thereafter, as the Architect/consultant may consider necessary until the expiry of the defects & liability period, stated hereto.

20. Quantities

- i) The bill of quantities (BOQ) unless or otherwise stated shall be deemed to have been prepared in accordance with the Indian Standard Method of Measurements. The rate quoted shall remain valid for variation of quantity against individual item to any extent subject to maximum variation of the contract value by 25%. The entire amount paid under Clause 21 hereof as well as amounts of prime cost and provisional sums, if any, shall be excluded.
- ii) Variation exceeding 25%: The items of work executed in relation to variation exceeding 25% shall be paid on the basis of provisions of clause 23(e) hereof.

21. Works to be measured

The Architect/Consultant may from time to time intimate to the Vendor/ Organization that he required the work to be measured and the Vendor/ Organization shall forthwith attend or send a qualified representative to assist the Architect in taking such measurements and calculation and to furnish all particulars or to give all assistance required by any of them.

Such measurements shall be taken in accordance with the Mode of measurements detailed in the specifications. The representative of the Architect/Consultant shall take joint measurements with the Vendor/ Organization's representative and the measurements shall be entered in the measurement book.

The Vendor/ Organization or his authorized representative shall sign all the pages of the measurement book in which the measurements have been recorded in token of his acceptance. Both representatives shall duly attest all the corrections. No over writings shall be made in the M book.

In case if the Vendor/ Organization does not attend or neglect or omit to depute his representative to take measurements then the measurements recorded by the representative of the Architect/consultant shall be final. All authorized extra work, omissions and all variations made shall be included in such measurements.

22. Variations

No alteration, omission or variation ordered in writing by the Architect/Consultant shall vitiate the contract. In case the Bank/Architect/Consultant thinks proper at any time during the progress of works to make any alteration in, or additions to or omission from the works or any alteration in the kind or quality of the materials to be used therein, the Architect/Consultant with the consent of Bank shall give notice thereof in writing to the Vendor/ Organization or shall confirm in writing within seven days of giving such oral instructions the Vendor/





Organization shall alter to, add to, or omit from as the case may be in accordance with such notice but the Vendor/ Organization shall not do any work extra to or make any alteration or additions to or omissions from the works or any deviation from any of the provisions of the contract, stipulations, specifications or contract drawings without previous consent in writing of the Architect/Consultant and the value of such extras, alterations, additions or omissions shall in all cases be determined by the Architect/Consultant and the same shall be added to or deducted from the contract value, as the case may be.

23. Valuation of Variations

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

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

24. Final Measurement

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



25.Virtual Completion Certificate (VCC)

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

- Clear the site of all scaffolding, wiring, pipes, surplus materials, contractor's labor, equipment and machinery.
- Demolish, dismantle and remove the contractor's site office, temporary works, structures including labour sheds/camps and constructions and other items and things whatsoever brought upon or erected at the site or any land allotted to the contractor by the bank and not incorporated in the permanent works.
- Remove all rubbish, debris etc.
- Shall put the bank in undisputed custody and possession of the site and all land allotted by the bank.
- Shall hand over the work in a peaceful manner to the bank.
- All defects/imperfections have been attended and rectified as pointed out by the bank to the full satisfaction of bank.

Upon the satisfactory fulfilment by the contractor as stated above, the contractor shall be entitled to apply to the Architect/Consultant for the certificate. If the Architect/Consultant is satisfied of the completion of the work, relative to which the completion certificate has been sought, the Architect/Consultant shall within fifteen (15) days of the receipt of the application for virtual completion certificate, issue a VCC in respect of the work for which the VCC has been applied.

This issuance of a VCC shall be without prejudice to the bank's rights and contractor's liabilities under the contract including the contractor's liability for defect liability period nor shall the issuance of VCC in respect of the works or work at any site be construed as a waiver of any right or claim of the Bank against the contractor in respect of works or work at the site and in respect of which the VCC has been issued.

26.Work by other agencies

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

27.Insurance of Works:

27.1. Without limiting his obligations and responsibilities under the contract the contractor shall insure in the joint names of the bank and the contractor against all loss or damages from whatever cause arising other than the





excepted risks, for which he is responsible under the terms of contract and in such a manner that the bank and contractor are covered for the period stipulated in clause 27 of GCC and are also covered during the period of maintenance for loss or damage arising from a cause, occurring prior to the commencement of the period of maintenance and for any loss or damage occasioned by the contractor in the course of any operations carried out by him for the purpose of complying with his obligations under clause.

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

27.2. Damage to persons and property

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

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

27.3. Contractor to indemnify Bank

The contractor shall indemnify the bank against all claims, proceedings, damages, costs, charges and expenses in respect of the matters referred to in the provision sub clause 27.2 of this clause.



27.4. Contractor's role in indemnifying the Bank

The contractor shall fully indemnify and keep indemnified the bank against any action, claim, or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract.

In the event of any claim made under or action brought against bank in respect of such matters as aforesaid the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expenses to settle any dispute or to conduct any litigation that may arise there from, provided that the contractor shall not be liable to indemnify the bank if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Architect/Consultant in this behalf.

27.5. Third Party Insurance

a) Before commencing the execution of the work, the contractor but without limiting his obligations and responsibilities under clause 27 of GCC shall insure against his liability for any material or physical damage, loss, or injury which may occur to any property including that of bank, or to any person, including any employee of the bank, by or arising out of the execution of the works or in the carrying out of the contract, otherwise than due to the matters referred to in the provision to clause 27 thereof.

b) Minimum Amount of Third-Party Insurance

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

c) The minimum insurance cover for physical property, injury, and death is Rs.5.00 lakh per occurrence with the number of occurrences limited to four. After each occurrence contractor will pay additional premium necessary to make insurance valid for four occurrences always.

27.6 Accident or Injury to Workmen

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





b) Insurance against accidents etc....., to workmen

The contractor shall insure against such liability with an insurer approved by the bank during the whole of the time any person employed by him on the works and shall, when required, produce to the architect/consultant such policy of insurance and receipt for payment of the current premium.

Provided always that, in respect of any persons employed by any subcontractor the contractor's obligation to insure as aforesaid under this sub clause shall be satisfied if the sub-contractor shall have insured against the liability in respect of such persons in such manner that bank is indemnified under the policy but the contractor shall require such subcontractor to produce to the Architect/Consultant when required such policy of insurance and the receipt for the payment of the current premium.

c) Remedy on Contractor's failure to insure

If the contractor fails to effect and keep in force the insurance referred to above or any other insurance which he may be required to effect under the terms of contract, then and in any such case the bank may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the bank as aforesaid and also deduct 15% of contract value from any amount due or which may become due to the contractor, or recover the same as debt from the contractor.

d) Without prejudice to the other rights of the Bank against contractors, in respect of such default, the Bank shall be entitled to deduct from any sum's payable to the contractor the amount of any damage's costs, charges, and other expenses paid by the bank and which are payable by the contractors under this clause.

The contractor shall upon settlement by the insurer of any claim made against the insurer pursuant to a policy taken under this clause, proceed with due diligence to rebuild or repair the works destroyed or damaged.

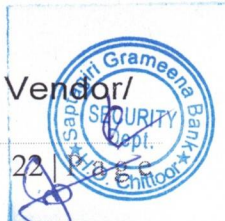
In this event all the monies received from the insurer in respect of such damage shall be paid to the contractor and the contractor shall not be entitled to any further payment in respect of the expenditure incurred for rebuilding or repairing of the materials or goods destroyed or damaged.

28. Commencement of Works

The work should be started from 3rd. day of issue of work order. In case, Vendor/ Organization fails to undertake the work at site within 7 days from the date of issue of work order, the Bank reserve the rights to entrust the work to any other Vendor/ Organization at its discretion and earnest money deposit of defaulter Vendor/ Organization will be forfeited.

29. Time for completion

Time is the essence of the contract and shall be strictly observed by the Vendor/





Organization. The entire work shall be completed within a period of 60 days from the date of award of work. If required in the contract or as directed by the Architect/Consultant, the Vendor/ Organization shall complete certain portions of work before completion of the entire work. However, the completion date shall be reckoned as the date by which the whole work is completed as per the terms of the contract.

30. Extension of Time

If, in the opinion of the Architect/Consultant, the work be delayed for reasons beyond the control of the Vendor/ Organization, the Architect/Consultant may submit a recommendation to the bank to grant a fair and reasonable extension of time for completion of work as per the terms of contract.

If the Vendor/ Organization needs an extension of time for the completion of work or if the completion of work is likely to be delayed for any reasons beyond the due date of completion as stipulated in the contract, the Vendor/ Organization shall apply to the bank through the Architect/Consultant in writing at least 10 days before the expiry of the scheduled time and while applying for extension of time he shall furnish the reasons in detail and his justification if any, for the delays.

The architect/consultant shall submit their recommendations to the bank in the prescribed format for granting extension of time. While granting extension of time the Vendor/ Organization shall be informed the period extended time which will qualify for levy of liquidated damages.

For the balance period in excess of original stipulated period and duly sanctioned extension of time by the bank the provision of liquidated damages as stated under clause 10 of GCC shall become applicable. Further contract shall remain in force even for the period beyond the due date of completion irrespective whether the extension is granted or not.

31. Rate of progress

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

32. Work during nights and holidays

Subject to any provision to the contrary contained in the contract no permanent work shall save as herein provided be carried on during the night or on



holidays without the permission in writing of the Architect/Consultant, save when the work is unavoidable or absolutely necessary for the saving of life or property or for the safety of the work in which case the contractor shall immediately advise the Architect/Consultant. However the provision of the clause shall not be applicable in the case of any work which becomes essential to carry by rotary or double shifts in order to achieve the progress and quality of the part of the works being technically required and continued with the prior approval of the Architect/consultant at no extra cost to the bank. All work at night after obtaining approval from competent authorities shall be carried out without unreasonable noise and disturbance.

33. Compensation for delay/ Liquidity Damages

Time is the essence of the contract. If the Vendor/ Organization fails to complete the work and clear the site on or before the dates fixed for completion, then the Vendor/ Organization shall without prejudice be liable to pay liquidation damage (LD) at 1 % of the final value of the contract for every week that the whole or the part of work remains incomplete. However, the total amount of LD to be paid under this condition shall not exceed 15% of the final value of the contract.

34. No compensation for restrictions of work

If at any time after acceptance of the tender bank shall decide to abandon or reduce the scope of work for any reason whatsoever and hence not require the whole or any part of the work to be carried out, the Architect/Consultant shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter.

The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the work fully but which he did not derive in consequence of the foreclosure of the whole or part of the work.

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

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

35. Suspension of work

i) The Vendor/ Organization shall, on receipt of the order in writing of the



Architect/Consultant (whose decision shall be final and binding on the Vendor/ Organization) suspend the progress of works or any part thereof for such time and in such manner as Architect/ Consultant may consider necessary so as not cause any damage or injury to the work already done or endanger the safety thereof for any of following reasons.

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

The Vendor/ Organization shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Architect/Consultant.

- If the suspension is ordered for reasons (b) and (c) in sub-Para (i) above: The Vendor/ Organization shall be entitled to an extension of time equal to the period of every such suspension. No compensation whatsoever shall be paid on this account.

36. Action when the whole security deposit is forfeited

In any case in which under any clause or clauses of this contract, the Vendor/ Organization shall have rendered himself liable to pay compensation amounting to the whole of his security deposit the Architect/Consultant shall have the power to adopt any of the following course as they may deem best suited to the interest of the bank.

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





Consultant shall be final and conclusive) shall be borne by original Vendor/ Organization and may be deducted from any money due to him by bank under the contract or otherwise, or from his security deposit or the proceeds of sale thereof, or sufficient part thereof.

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

37.Owner's Right to Terminate the Contract

If the Vendor/ Organization being an individual or a firm commit any 'Act of Insolvency' or shall be adjudged an insolvent or being an incorporated company shall have an order for compulsory winding up voluntarily or subject to the supervision of Government and of the Official Assignee of the liquidator in such acts of insolvency or winding up shall be unless within seven days after notice to him to do so, to show to the reasonable satisfaction of the Architect/Consultant that he is able to carry out and fulfil the contract, and to give security therefore if so required by the Architect/Consultant.

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

Or shall assign or sublet this contract without the consent in writing of the bank through the Architect/Consultant or shall charge or encumber this contract or any payment due to which may become due to the Vendor/ Organization there under.

- a) Has abandoned the contract or
- b) Has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for 14 days after receiving from the bank through the Architect/Consultant written notice to proceed, or
- c) Has failed to proceed with the works with such diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or has failed to remove the materials from the site or to pull down and replace work within seven days after written notice from the bank through the Architect/ Consultant that the said materials were condemned and rejected by the Architect/ Consultant under these conditions; or has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this contract to be observed and performed by the Vendor/ Organization for seven days after written notice shall have been given to the Vendor/ Organization to observe or perform the same or has to the detriment of good workmanship or in





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

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

38.Certificate of Payment

The Vendor/ Organization shall be entitled for payment as per the certificates issued by the Architect/ Consultant. The certificate of the Architect will be scrutinized by concerned engineer of bank who will pass the bill for payment. Payment will be made to the Vendor/ Organization within 10 working days from the date of passing of the Bill by the concerned engineer of bank. The Bank shall deduct the statutory recoveries and other dues including the retention amount from bill passed for payment.

Provided always that the issue of any certificate by the Architect/Consultant during the progress of works or completion shall not have effect as certificate of satisfaction or to relieve the Vendor/ Organization from his liability under this clause. The Architect/Consultant shall have power to withhold the certificate if the work or any part thereof is not carried out to their satisfaction. The Architect/Consultant may by any subsequent certificate make any corrections required in previous certificate.

The Bank shall reserve its liberty to modify the certificate of payment as issued by the Architect/Consultant from time to time while making the payment as deemed fit and necessary. The final bill may be submitted by Vendor/ Organization within a period of one month from the date of virtual completion and Architect/Consultant shall issue the certificate of payment within a period of 15 days.

The bank shall pay the amount of final bill within a period of 15 days from the date





of issue of certificate provided there is no dispute in respect of rates and quantities. The Vendor/ Organization shall submit the interim bills in the prescribed format with all details.

39.Payment to Contractor's

Payment will be released only after completion of the work to the satisfaction of the Bank. However, interim bills after certification of architect will be considered subject to not less than 25% of the contract value in each bill as per tender terms and conditions.

This is an item rate tender. The quantities given in the schedule of items are approximate & payment shall be made only for the quantities executed as per the actual measurement. The Vendor/ Organization is not entitled for any sort of compensation towards the materials procured & stored in excess of the measured quantity, if any.

40.Settlement of Disputes and Arbitration

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

i)If the Vendor/ Organization considers that he is entitled to any extra payment or compensation in respect of the works over and above contracted works undertaken at the request of bank and duly certified by the Architect which have been disallowed by bank, the Vendor/ Organization shall forthwith give notice in writing of his claim, or dispute to the bank and endorse a copy of the same to the Architect, within 30 days from the date of disallowance thereof or the date of deduction or recovery. The said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount disputed. Thereafter the dispute shall be taken up in arbitration. It is also a term of this contract that no person other than a person appointed by such General Manager aforesaid should act as arbitrator who shall be a PWD engineer of the Government of Andhra Pradesh with rank not less than the rank of an Executive Engineer. The arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996 or any statutory modification or reenactment thereof and the rules made there under. The fee claimed by the arbitrator shall be shared equally by the parties. The decision of the Arbitrator is final and binding on the parties. The Courts at Chittoor alone shall have jurisdiction in respect of settlement of all disputes arising out or in connection with the contract.

41.Method of Measurement

Unless otherwise mentioned in the schedule of quantities or in mode of measurement, the measurement will be on the net quantities or work produced in



accordance with up to date. Rules laid down by the Bureau of Indian Standards. In the event any dispute/disagreement the decision of the Architect/Consultant shall be final and binding on the contractor.

42. Maintenance of Registers

The contractor shall maintain the following registers at site of work and should produce the same for inspection of Bank/Architect/Consultant whenever desired by them. The contractor shall also maintain the records/registers as required by the local authorities/Government from time to time.

- i. Register for secured advance
- ii. Register for hindrance to work
- iii. Register for running a/c bill
- iv. Register for labour.

43. Force Majeure

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

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

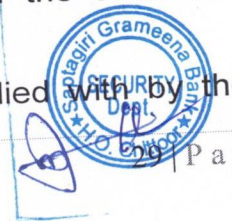
43.3. From the date of occurrence of a case of force majeure obligations of the party affected shall be suspended during the continuance of any inability so caused. With the cause itself and inability resulting there from having been removed, the agreed time of completion of the respective obligations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

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

44. Local Laws, Acts, Regulations

The Vendor/ Organization shall strictly adhere to all prevailing labour laws inclusive of contract labour (regulation and abolition act of 1970) and other safety regulations. The Vendor/ Organization shall comply with the provision of all labour legislation including the latest requirements of all the Acts, laws, any other regulations that are applicable to the execution of the project. He shall provide access and inspection of the registers to the concerned inspecting authority of the state and central government.

Any compliance required to be carried out shall be forthwith complied with by the



Vendor/ Organization and informed to the Bank. i) Minimum Wages Act, 1948 (Amended) ii) Payment of Wages Act 1936 (Amended) iii) Workmen's Compensation Act 1923 (Amended) iv) Contract Labour Regulation and Abolition Act 1970 and Central Rules 1971 (Amended) v) Apprentice Act 1961 (Amended) vi) Industrial Employment (Standing Order) Act 1946 (Amended) vii) Personal Injuries (Compensation Insurance) Act 1963 and any other modifications viii) Employees' Provident Fund and Miscellaneous Provisions Act 1952 and amendment thereof

45. SAFETY CODE: SAFETY MEASURES AT SITE

All personnel at site should be provided with Helmets and Safety Boots with some Identification Mark. Visitors also should be provided with Helmets. It should be ensured that these are used properly. First Aid Box should be kept at site with all requisite materials. No one should be allowed to inspect / work at a height without Safety Belt / Helmet.

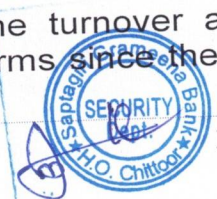
46. WARRANTY

The materials supplied should have unconditional comprehensive warranty of 12 months from the date of issue of Virtual completion certificate. During the warranty period of 12 months, the Vendor/ Organization has to provide service support for the above items & attending to all repairs & replacement of defective parts if any shall be borne by the Vendor/ Organization without any extra cost to the bank.

47. On successful completion of entire works covered by the contract to the full satisfaction of the Bank, the Vendor/ Organization shall ensure that the following works have been completed to the satisfaction of the bank:

- a) Clear the site of all scaffolding, wiring, pipes, surplus materials, Vendor/ Organization's labour, equipment and machinery.
- b) Demolish, dismantle and remove the Vendor/ Organization 's site office, temporary works, structures including labour sheds/camps and constructions and other items and things whatsoever brought upon or erected at the site or any land allotted to the Vendor/ Organization by the Owner and not incorporated in the permanent works.
- c) Remove all rubbish, debris etc.
- d) Shall put the Bank in undisputed custody and possession of the site and all land allotted by the Owner.
- e) Shall hand over the work in a peaceful manner to the Owner.
- f) All defects / imperfections have been attended and rectified as pointed out by the Owner to the full satisfaction of Owner. +The quantities indicated are approximate.
- g) On award of work and approval of the scheme, the Vendor/ Organization has to work out the actual quantities of each item of work and intimate to the Owner.
- h) No increase in cost shall be given for any additional quantities of any item given in the tender.

48. As per the guidelines issued by DOE and Ministry of MSME MSEs are exempted only from payment of Tender Fee and Earnest Money Deposit (EMD). However these entities are instructed to comply with the turnover and prior experience criteria as has been stipulated in the tender terms since the process



involves meeting out certain quality and specifications and also involves public safety , critical security operations etc.,

The tender cannot be distributed proportionately among the bidders / contractors in any circumstances.

49. Special Instructions

- i. All materials to be used in execution of project shall be of first-class quality, recommended make, I.S.I. marked and shall be approved by Owner before its application.
- ii. The Vendor/ Organization shall be paying all testing charges required for testing of materials and samples as and when taken by Owner/ The Vendor/ Organization shall arrange necessary labour and transportation to facilitate testing of samples/materials. Frequency of testing materials/samples shall be as per related I.S. codes.
- iii. The work should be carried out in truly professional manner, neatly finished with proper line, level and plumb. Cleanliness and finishing of the job is of utmost importance. Hence the job should be done most carefully with best workmanship. For all finishing jobs samples should be approved from the owner before completely executing the work.
- iv. The Owner/ should be immediately informed for any discrepancy in drawings, specifications and instructions in the execution of job at site before actual execution of particular item having discrepancy.
- v. Any item found to be having been executed with poor workmanship or materials of inferior quality then the Vendor/ Organization shall have to rectify /reconstruct the work as specified by Owner/ No extra charge will be admissible in such case. If Vendor/ Organization s fails to do so, the Owner reserved the right to rectify/reconstruct the work through some other agency at the expenses of Vendor/ Organization.
- vi. The schedule of activities as submitted by the Vendor/ Organization shall have to be strictly adhered to. Regular progress reports shall have to be submitted by the Vendor/ Organization giving all details for monitoring of the schedule.
- vii. The Vendor/ Organization shall take charge of site and if site clearance is involved, he shall attend to it. (If such type of unforeseen and unavoidable situation occurs, in that case actual labour employed for such job shall be paid including overheads and profit).
- viii. Special care is to be taken for cleanliness of the site. After the end of day's work, the site should be cleaned immediately.
- ix. The Vendor/ Organization shall have to co-operate with the agencies executing other works in the same area.
- x. While executing the work, the Vendor/ Organization shall ensure safety and security of the property of the Owner so as to avoid theft etc.

Place:

Place:

Signature of bidder with seal

Signature of the General Manager



Mandatory information –Technical bid for Air Condition works

(To be furnished on the letterhead of the applicant)

Important

1. The Vendor/ Organization s, should submit their Bid in Printed Form only and is to be signed and stamped on each page.
2. The Vendor/ Organization s, vendors and who intend to apply for more than one trade have to apply foreach trade separately
3. **Attach copies of the supporting documents**
4. Attach extra sheets with Sr. No if the space found insufficient.
5. Applications of those agencies who do not furnish above information will be summarily rejected.

1.1	Name of the applicant / organization	
1.2	Address of the RegisteredOffice	
1.3	Address of office at Head Office. (With Phone Nos, Fax Nos & Email ID & Contact Person) and address ofoffice Chittoor	
1.3.1	Contact no.	
1.3.2	Fax no.	
1.3.3	Email id	
1.3.4	Contact Person	
2	Year of establishment	
3	Type of the organization (Whether sole proprietorship, Partnership, Private Ltd. or Ltd. Co. etc.) (Enclose certified copies of documents as evidence)	
4	Name & qualification of the Proprietor / Partners /Directors of the Organization / Firm a) b) Enclose certified copies of document as evidence	





5	Details of registration – Whether Partnership firm, Company, etc. Name of Registering Authority, Date and Registration number. Enclose certified copies of document as evidence	
6	Whether registered with Government / Semi – Government / Municipal Authorities of any other Public Organization and if so, in which class and since when? (Enclose certified copies of document as evidence)	
7	a. No. of years of experience in the field and details of work in any other field. b. Whether ISO certified, furnish the Details.	
8	Area of business activities other than construction, if any, and place of business.	
9	Registration of firm under Shop & Establishment Act 1948	
10	Address of Head office through which the proposed work of the Bank will be handled	
10.1	Name & Designation of officer in charge.	
11	Yearly turnover of the organization during last 3 years (year wise) (Avg. turnover of last 3 years as per the respective category supported by the audited balance sheet and Profit & Loss A/c (Audited) for the last – 3- years.	
11.1	Average turnover in FY	
11.2.1	2020-21	





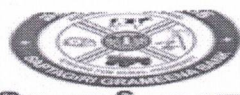
11.2.2	2021-22	
11.2.3	2022-23	
12	Name & Address of Bankers	
13	Enclose copy of latest income tax clearance certificate.	
14	PAN No.	
15	Details of registration	
16	Service Tax/GST Registration No.	
17	Excise No.	
18	Detailed description and value of works done (Proforma-1) and works on hand (Proforma-2)	
19	Empanelment with other Companies/PSUs	
20	Other infrastructural information to be used/ referred for this project (Proforma-4) List of available plants, machineries equipment's etc.	
21	Furnish the names of -3- responsible persons along with their designation, address, Tel.No. etc., for whose organization, you have completed the above-mentioned jobs and who will be able to certify about the performance of your organization.	
21.1	Name	
	Address	
	Contact no.	
	Email id	





	Organization	
21.2	Name	
	Address	
	Contact no.	
	Email id	
	Organization	
21.3	Name	
	Address	
	Contact no.	
	Email id	
	Organization	
22	Whether any Civil Suit / litigation arisen in contracts executed / being executed during the last 10 years. If yes, please furnish the name of the project, employer, Nature of work, Contract value, work order and brief details of litigation. Give name of court, place, and status of pending litigation.	Attach a separate sheet if required.
23	Information relating to whether any litigation is pending before any Arbitrator for adjudication of any litigation or else any litigation was disposed off during the last ten years by an arbitrator. If so, the details of such litigation are required to be submitted.	
24	Have you been ever disqualified or levied penalty by the bank in past for non fulfilment of the contractual obligations. If yes,	





	please provide details.	
25	Have you in past carried out any works for SAPTAGIRI Grameena Bank or its subsidiaries? If yes, give details.	
26	GST Number	



PROFORMA – 1

LIST OF PROJECTS EXECUTED BY THE ORGANISATION DURING THE LAST 5 YEARS

No	Name of work/ project with address.	Name & full postal address of the owner. Specify	Contract Amount ()	Stipulated time of completion (Years)	Actual time of completion (years)	Any other relevant information. Actual amount of the Project,if increased, give reasons.	Enclose client's certificate for satisfactory completion.
1	2	3	4	5	6	7	8

Information has to be filled up specifically in this format.

“Please do not write remark “As indicated in Brochure”.





PROFORMA – 2

LIST OF IMPORTANT WORKS ON HAND

	Name of work/ project with address.	Name & full postal address of the owner. Specify whether Govt. undertaking along with name, address and contact nos. of -2- persons (Engineers or top officials of the organization)	Contract Amount (₹) with copy of Work Order & completion certificate from project in-charge.	Stipulated time of completion (Years)	Present status of the project	Any other relevant information.
	2	3	4	5	6	7

Note: -Information has to be filled up specifically in this format.





DECLARATION ACCEPTING TERMS AND CONDITIONS OF THE TENDER

Date _____

To
The General Manager,
Saptagiri Grameena Bank,
Head Office, Vishal Mart,
3rd Floor, Vellore Road,
Chittoor 517001

Dear Sirs,

Ref. TENDER FOR AIR CONDITION WORKS FOR ADMINISTRATIVE OFFICE OF SAPTAGIRI GRAMEENA BANK @ SUVERY No. 261/3, VELLORE ROAD, CHITTOOR-517001

We, the undersigned have examined the above-mentioned Tender document, including amendment/corrigendum no. _____, dated _____ (if any), the receipt of which is hereby confirmed. We now undertake to execute the works in conformity with your above-referred document for the sum as finalized after tendering process, attached herewith in a separate envelope and made part of this tender.

If our tender is accepted, we undertake to execute the works mentioned above, in accordance with the time schedule specified in the tender document

We further confirm that, if our tender is accepted, we shall provide you with a security deposit of required amount in an acceptable form, for due performance of the contract. We agree to keep our tender valid for the period mentioned in the tender. We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

We further understand that you are not bound to accept the lowest or any tender you may receive against your above-referred tender enquiry.

We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities.

We confirm that we fully agree to the terms and conditions specified in above mentioned Tender document, including amendment/ corrigendum if any

(Signature & seal with date)

(Name and Designation) Duly authorized to sign Tender for and on behalf of M/s. _____

Place:

Date:



FORMAT OF AGREEMENT TO BE EXECUTED WITH L1 CONTRACTOR

This agreement is made and executed at Chittoor, on this _____ day of _____ 20__ between SAPTAGIRI GRAMEENA BANK, a Regional Rural Bank incorporated under RRB Act 1976 and having its Head Office at #19/565-11, 3rd floor, Vishal mart upstairs, Opp: Venkateswara Theatre, Vellore Road, Chittoor-517001, represented by _____ and _____ hereinafter called the 'Employer' and _____ No _____ represented by _____ its director/partner/proprietor/ _____ and hereinafter called the 'Contractor'. The term 'The Employer' and 'The Contractor' shall mean and include its successors and assignees.

Whereas the Employer is desirous to carry out AIR CONDITION furnishing works of proposed Head Office premises at Chittoor

And whereas the Employer called for the tenders for the work enumerated in the tender documents annexed to this agreement.

And whereas the contractors have quoted their rates as given in the tender to the Employer on.....for the works enumerated in the tender documents amounting to Rs..... (Rupees) only.

The value of the offer stands as below:

Total amount quoted on _____ Rs.

Rebate offered: _____ % on _____ Rs.

Contract Value: _____ Rs.

And the parties having agreed upon the terms and conditions on which the contractors have to carry out the works for the Employer, the parties execute this agreement incorporating the agreed terms.

The contractors have agreed to execute the works enumerated in the tender booklet at the rates quoted therein less _____ % (_____ percent) rebate.

CLAUSES

1. It is hereby agreed that the Employer will not pay any mobilization advance towards the work.
2. It is agreed that the contractors will submit the interim bills for values of 25% of the tendered amount.
3. It is hereby agreed and declared that all the provisions of the said specifications, conditions of contract enumerated in the tender booklet have been carefully read and understood by the contractors and the schedule of rates including the general instructions and the specifications contained in the tender schedule shall be binding upon the contractors and upon the employer as if the same had



been incorporated herein and shall be read and as part of these presents except to the extent such terms and modified under this agreement.

4. These articles of agreement shall be the main and dominant contract document between the parties and shall be read, interpreted and understood in the context of and supplemented by the provisions referred to in other clauses in this agreement and the schedule of contract form as signified and accepted by the contractors appended as an enclosure to this agreement.
5. The decision of the Employer shall be final and the contractors shall not object to the decision of the employer in this case.
6. The rates quoted by the contractors in the tender booklet shall include all direct and contingent expenses
7. The contractors shall be solely and entirely responsible for the procurement and collection of all the required materials required for the execution of the AIR CONDITION works in all respects.
8. The work order with the contractors on _____.
9. After the discussions with the employer, the contractors hereby agreed to complete the works in all respects before **60 days**. If the contractors do not complete the furnishing of AIR CONDITION in all respects before 60 days, they have to pay a penalty to the employer as per liquidated damages clause in the tender.
10. The contractors should submit their bills in stages
11. The contractors shall submit the bar chart and it should adhere to that particular date. If there is delay on stages of the work, the contractors have to pay the penalty as decided by the employer.
12. The rates quoted by the contractors shall be excluding of all the taxes as prevailing at on date and if there are any new taxes levied by the Government, the difference of tax shall be borne by the Employer.
13. The contractors shall be responsible for all the damages to the property and for any injury or loss, caused to the work or workmen and persons, animals or things employed by them. They shall effect insurance cover, as necessary and keep the employer fully indemnified and entirely free from all responsibilities in this regard. All repairs and damages caused by the contractors to the existing building during the AIR CONDITION works execution period shall be carried out by the contractors at their own cost and expenses to the satisfaction of the employer/Architects.
14. In all the running bills certified by the architects, a retention amount of 8% of running bill amount excluding EMD will be held by the employer and will be released on final payment. The total security deposit (including EMD) at 5% of the final contract value will be deducted and released after completion of defects liability period of 12 Months. Any defects pointed out by the employer/architects during this period shall be made good by the contractors. In case, if the contractor fails to do so, then the employer shall have the authority to get the work done by other means and the expenditure incurred will be deducted from the security



deposit or any other dues.

15. This contract is neither a fixed lumpsum contract nor a piece work contract, but is a contract to carry out the above-mentioned work to be paid for, according to actual measured quantities at the rates contained in the schedule of rates and probable quantities or as provided in the said conditions.
16. The employer hereby agrees to make the payments of the running bills within 15 days after certification from the architects.
17. The contractors have paid for a sum of Rs.1,20,000/- by way of Earnest money deposit and this shall not carry any interest. The successful contractor agrees to submit the Initial security deposit equal to 3% of the accepted value of the tender (inclusive of EMD) within 7 days of date of award of work by way of NEFT / RTGS / IMPS in favour of Saptagiri Grameena Bank payable at Chittoor.
18. It has been agreed upon that a percentage of the value of each running bill of the contractors shall be deducted from the bills towards the income tax at the prevailing rates. The same amounts will be remitted to the income tax departments and the TDS original certificate will be passed on to the contractors.
19. No escalation in rates will be considered for the completion of this project.
20. Rates quoted in the Schedule of quantities by the bidder shall remain valid throughout the execution and until completion of work within accepted period of completion as well as during authorized extension in period. If Bank decides to place work order for additional scope of work in the same premises or to amend the original work order for additional scope of work in the same premises, the contractor shall be bound to accept the same, at rates agreed in the original work order; provided such work order or amendment is issued prior to completion of the work contained in the original work order.
21. It has been agreed to accept the conditions of contract set forth.
22. All statutory requirements such as compliance with labour act, State and Central governments insurance etc., shall be the responsibility of the contractors.
23. No other amounts whatsoever is payable by the employer towards lead and lift charges and all incidental charges, taxes local or general royalty payable to the government or local bodies etc., of the region or on any other account.
24. All the materials should conform to ISI standard specifications and such standards as may be prescribed by the architects.
25. In case of any conflict in the specifications, and the drawings, the decision of the architect shall be final and binding on the contractors. Should there be any disagreement between the architects and the contractors, the decision of the employer shall be final.
26. The rates quoted by the contractors in the tender booklet shall include all the cost of materials, labour transport charges, conveyance, and lifting charges, for materials required for successful completion of the work and any other incidental charges and all taxes that may be payable by the contractors.
27. Before quoting Contractor should visit the existing HO Building and quote



accordingly, and all the existing partitions, Aerocon panel, tables, Doors should be used in new HO Building in various locations.

28. Payments of any compensation damages to any of the laborers employed by the contractors shall be the inclusive responsibility of the contractors and the contractors shall take care to insure their laborers. Compliance to all statutory obligations under state and central laws in this behalf shall be the responsibility of the contractors.
29. An order book shall be maintained in the work spot and the contractors shall sign in the order book in token of having gone through the instructions issued by the inspecting officer and carryout the construction promptly and correctly.
30. The contractors shall take precautions against the damages for accident. No compensation will be allowed to the contractors for their tools, plant, materials lost or damages from any cause. The contractors shall be liable to make good the structure or plant damaged by any other cause at their own cost. The employer will not pay contractors any expenses or charges or repairing any damaged portion of the work done during the work execution.
31. The contractors shall keep on site of works a qualified person as required as per the rules of regulations as their authorized representatives who will receive all the instructions from the employer, architects or his authorized agent.
32. The employer/architects shall have the right to direct the contractors to progress the various items of works in the manner prescribed by the employer's engineer/architect.
33. All disputes and differences of any kind whatever arising out of or connecting with or touching with the contract of the carrying out of the works whether during the progress of the works or after completion and whether before or after the determination, abandonment or breach of the contract, shall be referred to and settled as per Clause 40 of the General conditions of Contract Arbitration and jurisdiction clause.
34. Should any matter pertaining to this contract were to be referred to a court of law, the courts in Chittoor city only shall have jurisdiction. Whenever it is not expressly provided or agreed upon, then any expenses will be met and or services provided by the contractors.

In witness whereof the employer and the contractors above mentioned have here to set their hands on the day, month and year first above mentioned.

Signed for and on behalf of the
Vendor/ Organization

Signed for and on behalf of
Bank

For SAPTAGIRI GRAMEENA BANK

Witnesses: 1.

2.



FORMAT OF UNDERTAKING, TO BE FURNISHED IN COMPANY LETTER HEAD WITH REGARD TO BLACKLISTING/NON-DEBARMENT, BY ORGANIZATION

UNDERTAKING REGARDING BLACKLISTING/NON-DEBARMENT

From

.....

DECLARATION

I/we.....hereby declare that our firms/company is not blacklisted/debarred/no litigation pending with the Nationalized/PSUs/PSBs/State/Central Government any other agency for which we have executed /undertaken the works /services during the last 03 (three) years.

If the information is found to be incorrect during the tender/execution of the project, we will be liable for legal action, forfeiture of EMD and the pending bills for payment.

For _____



Authorized signatory
Date:

PRE-CONTRACT INTEGRITY PACT

Annexure-A

Tender Ref. No.....

Integrity Pact

General

1. Whereas Saptagiri Grameena Bank having its registered office at #19-565/11, 3rd floor, Sai Yashus, Vellore Road, Chittoor, Andhra Pradesh -517002 acting through itsDepartment, represented by Chairman / General Manager hereinafter referred to as the Buyer and the first party, proposes to procure hereinafter referred to as Stores and / or Services.

And

M/s....., represented by....., Chief Executive Officer / Proprietor (which term, unless expressly indicated by the contract, shall be deemed to include its successors and its assignee), hereinafter referred to as the Bidder/ Seller and the second party, is willing to offer/ has offered the Stores and / or Services.

2. Whereas the Bidder / Seller is a private company / public company / partnership / registered export agency, constituted in accordance with the relevant law in the matter and the Buyer is a Public Sector Undertaking and registered under Companies Act 1956. Buyer and Bidder / Seller shall hereinafter be individually referred to as "Party" or collectively as the "parties", as the context may require.

3. Preamble

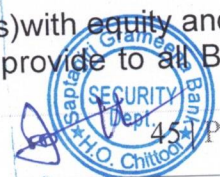
Buyer has called for tenders under laid down organizational procedures intending to enter into contract/s for supply / purchase / etc. of and the Bidder / Seller is one amongst several bidders / Proprietary Vendor / Customer Nominated Source / Licensor who has indicated a desire to bid / supply in such tendering process. The Buyer values and takes primary responsibility for values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Seller(s).

In order to achieve these goals, the Buyer will appoint Independent External Monitor(s) (IEM) in consultation with Central Vigilance Commission, who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

4. Commitments of the Buyer.

4.1 The Buyer commits itself to take all measures necessary to prevent corruption and fraudulent practices and to observe the following principles: -

- i) No employee of the Buyer, personally or through family members, will in connection with the tender, or the execution of a contract demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- ii) The Buyer will during the tender process treat all Bidder(s) / Seller(s) with equity and reason. The Buyer will in particular, before and during the tender process, provide to all Bidder(s) /





Seller(s) the same information and will not provide to any Bidder(s)/ Seller(s) confidential / additional information through which the Bidder(s) / Seller(s) could obtain an advantage in relation to the process or the contract execution.

iii) The Buyer will exclude from the process all known prejudiced persons.

iv) Undertaking by the authority that officials won't demand or accept bribes, kickbacks, gifts, facilitation payments, etc., with appropriate administrative, disciplinary, civil or criminal sanctions in case of violation.

4.2 If the Buyer obtains information on the conduct of any of its employees which is a criminal offence under the Indian legislation Prevention of Corruption Act 1988 as amended from time to time or if there be a substantive suspicion in this regard, the Buyer will inform to its Chief Vigilance Officer and in addition can initiate disciplinary action.

5. Commitments of the Bidder(s) / Seller(s).

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

i) The Bidder(s) / Seller(s) will not, directly or through any other persons or firm, offer promise or give to any of the Buyer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage during the tendering or qualification process or during the execution of the contract.

ii) The Bidder(s) / Seller(s) will not enter with other Bidders / Sellers into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

iii) The Bidder(s) / Seller(s) will not commit any offence under the Indian legislation, Prevention of Corruption Act 1988 as amended from time to time. Further, the Bidder(s)/ Seller(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

iv) The Bidder(s) / Seller(s) shall ensure compliance of the provisions of this Integrity Pact by its sub-supplier(s)/ sub-contractor(s), if any. Further, the Bidder/Seller shall be held responsible for any violation/breach of the provisions by its sub-supplier(s)/sub-contractor(s).

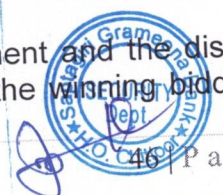
v) Bidders shall not approach the Courts while representing the matters to IEMs and he / she will await the decision in the matter.

vi) Undertaking by each bidder that it has not paid and will not offer or pay any bribes, kickbacks, facilitation payments, gifts, etc., in order to obtain or retain a contract; along with the appropriate contractual, administrative civil or criminal sanctions in case of violation

vii) An undertaking by each bidder that it has not colluded and will not collude with other bidders in order to rig or influence the tender process in any way

viii) An undertaking by each bidder to disclose to the authority and the monitor all payments made, or promised, in connection with contract in question to anybody (including agents and other middlemen). This refers to payments made directly as well as indirectly through family members, etc.

ix) The explicit acceptance by each bidder that the no-bribery commitment and the disclosure obligation as well as the corresponding sanctions, remain in force for the winning bidder until



e contract has been fully executed.
x) The explicit acceptance by each bidder that it will have to provide the same IP undertakings from all its subcontractors and joint-venture partners.

5.2 The Bidder(s)/Seller(s) shall ensure compliance of the provisions of this Integrity Pact by its sub-supplier(s)/ sub-contractor(s), if any. Further, the Bidder/Seller shall be held responsible for any violation/breach of the provisions by its sub-supplier(s)/sub-contractor(s).

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

5.4 Agents / Agency Commission:

The Seller/Bidder confirms and declares to the buyer that the Seller/Bidder is the original manufacturer or authorized distributor / stockiest of original manufacturer or Govt. Sponsored / Designated Export Agencies (applicable in case of countries where domestic laws do not permit direct export by OEMS) of the stores and / or Services referred to in this tender/ offer / contract / Purchase order and has not engaged any individual or firm, whether Indian or Foreign whatsoever, to intercede, facilitate or in any way to recommend to Buyer or any of its functionaries, whether officially or unofficially, to the award of the tender / contract / purchase order to the Seller/Bidder; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller/Bidder agrees that if it is established at anytime to the satisfaction of the Buyer that the present declaration is in anyway incorrect or if at a later stage it is discovered by the Buyer that the Seller/Bidder has engaged any such individual / firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract / purchase order, the Seller/Bidder will be liable to refund that amount to the Buyer. The Seller will also be debarred from participating in any RFQ / Tender for new projects / program with Buyer for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract / Purchase order either wholly or in part, without any entitlement or compensation to the Seller/Bidder who shall in such event be liable to refund agents / agency commission payments to the buyer made by the Seller/Bidder along with interest at the rate of 2% per annum above LIBOR (London Inter-Bank Offer Rate) (for foreign vendors) and Base Rate of SBI (State Bank of India) plus 2% (for Indian vendors). The Buyer will also have the right to recover any such amount from any contracts / Purchase order concluded earlier or later with Buyer.

6. Previous Transgression

6.1 The Bidder /Seller declares that no previous transgressions have occurred in the last three years from the date of signing of this Integrity Pact with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify Bidder's/ Sellers' exclusion from the tender process.

6.2 If the Bidder / Seller makes incorrect statement on this subject, Bidder / Seller can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason without any liability whatsoever on the Buyer.

7. Company Code of Conduct

Bidders / Sellers are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviour) and a compliance program for the implementation of the code of conduct throughout the company.



8. Sanctions for Violation

8.1 If the Bidder(s)/ Seller(s), before award or during execution has committed a transgression through a violation of Clause 5, above or in any other form such as to put his reliability or credibility in question, the Buyer is entitled to disqualify the Bidder(s)/ Seller(s) from the tender process or take action as per the procedure mentioned herein below:

- i) To disqualify the Bidder / Seller with the tender process and exclusion from future contracts.
- ii) To debar the Bidder / Seller from entering into any bid from Buyer for a period of two years.
- iii) To immediately cancel the contract, if already signed / awarded without any liability on the Buyer to compensate the Bidder / Seller for damages, if any. Subject to Clause 5, any lawful payment due to the Bidder/Seller for supplies effected till date of termination would be made in normal course.
- iv) To encash EMD / Advance Bank Guarantees/ Performance Bonds / Warranty Bonds, etc. which may have been furnished by the Bidder / Seller to the extent of the undelivered Stores and / or Services.

8.2 If the Buyer obtains knowledge of conduct of a Bidder/ Seller or of an employee or a representative or an associate of a Bidder / Seller which constitutes corruption, or if the Buyer has substantive suspicion in this regard, the Buyer will inform to its Chief Vigilance Officer.

9. Compensation for Damages

9.1 If the Buyer has disqualified the Bidder(s) / Seller(s) from the tender process prior to the award according to Clause 8, the Buyer is entitled to demand and recover the damages equivalent to Earnest Money Deposit in case of open tendering.

9.2 If the Buyer has terminated the contract according to Clause 8, or if the Buyer is entitled to terminate the contract according to Clause 8, the Buyer shall be entitled to encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the Bidder / Seller, in order to recover the payments, already made by the Buyer for undelivered Stores and / or Services.

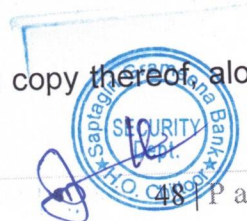
10. Price Fall Clause

The Bidder undertakes that it has not supplied/ is not supplying same or similar product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry/Department of the Government of India or PSU or Coal India Ltd and its subsidiaries during the currency of the contract and if it is found at any stage that same or similar product/ Systems or Subsystems was supplied by the Bidder to any other Ministry / Department of the Government of India or a PSU or any Public Sector Bank at a lower price during the currency of the contract, then that very price will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded."

11. Independent External Monitor(s)

11.1 The Buyer has appointed Independent External Monitors for this Integrity Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given in RFQ).

11.2 As soon as the Integrity Pact is signed, the Buyer shall provide a copy thereof, along with a brief background of the case to the Independent External Monitors.



11.3 The Bidder(s) / seller (s), if they deem it necessary, may furnish any information as relevant to their bid to the Independent External Monitors.

11.4 If any complaint with regard to violation of the IP is received by the buyer in a procurement case, the buyer shall refer the complaint to the Independent External Monitors for their comments / enquiry.

11.5 If the Independent External Monitors need to peruse the records of the buyer in connection with the complaint sent to them by the buyer, the buyer shall make arrangement for such perusal of records by the Independent External Monitors.

11.6 The report of enquiry, if any, made by the Independent External Monitors shall be submitted to CHAIRMAN, Saptagiri Grameena Bank, Union Bank Bhavan, Vidhan Bhavan Marg, Nariman Point, Mumbai -21 within 2 weeks, for a final and appropriate decision in the matter keeping in view the provision of this Integrity Pact.

12. Law and Place of Jurisdiction

This Integrity pact is subject to Indian Laws, and exclusive Jurisdiction of Courts at Mumbai, India.

13. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

14. Integrity Pact Duration

14.1 This Integrity Pact begins when both parties have legally signed it. It expires for the successful Bidder / Seller 10 months after the last payment under the contract, and for all other Bidders / Sellers within 6 months from date of placement of order / finalization of contract.

14.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Integrity Pact as specified above, unless it is discharged / determined by CHAIRMAN, Saptagiri Grameena Bank.

14.3 Should one or several provisions of this Integrity Pact turn out to be invalid; the remainder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

15. Other Provisions

15.1 Changes and supplements need to be made in writing. Side agreements have not been made.

15.2 The Bidder(s)/Seller(s) signing this IP shall not initiate any Legal action or approach any court of law during the examination of any allegations/complaint by IEM and until the IEM delivers its report.

15.3 In view of the nature of this Integrity Pact, this Integrity Pact shall not be terminated by any party and will subsist throughout its stated period.



4. Nothing contained in this Integrity Pact shall be deemed to assure the Bidder/ Seller of any success or otherwise in the tendering process.

16. This Integrity Pact is signed with Saptagiri Grameena Bank exclusively and hence shall not be treated as precedence for signing of IP with MoD or any other Organization.

17. We as bidder / seller very much aware that this Integrity pact is derived by incorporating the latest CVC guidelines issued through a circular 015/VGL/94 dated 14.06.2023 and the Government of India, CVC letter dated 04.12.2007 directives and further in future if any new / updated guidelines issued by the CVC, we will also abide to the newly derived directives as part of this tender.

18. The Parties hereby sign this Integrity Pact at _____ on _____
(Seller/Bidder) and _____ on _____ (Buyer)

BUYER

BIDDER* / SELLER*

Signature:

Signature:

Chairman / General Manager

Authorized Signatory (*)

Saptagiri Grameena Bank,

.....Division

Date:

Date:

Stamp:

Stamp:

Witness

Witness

1.

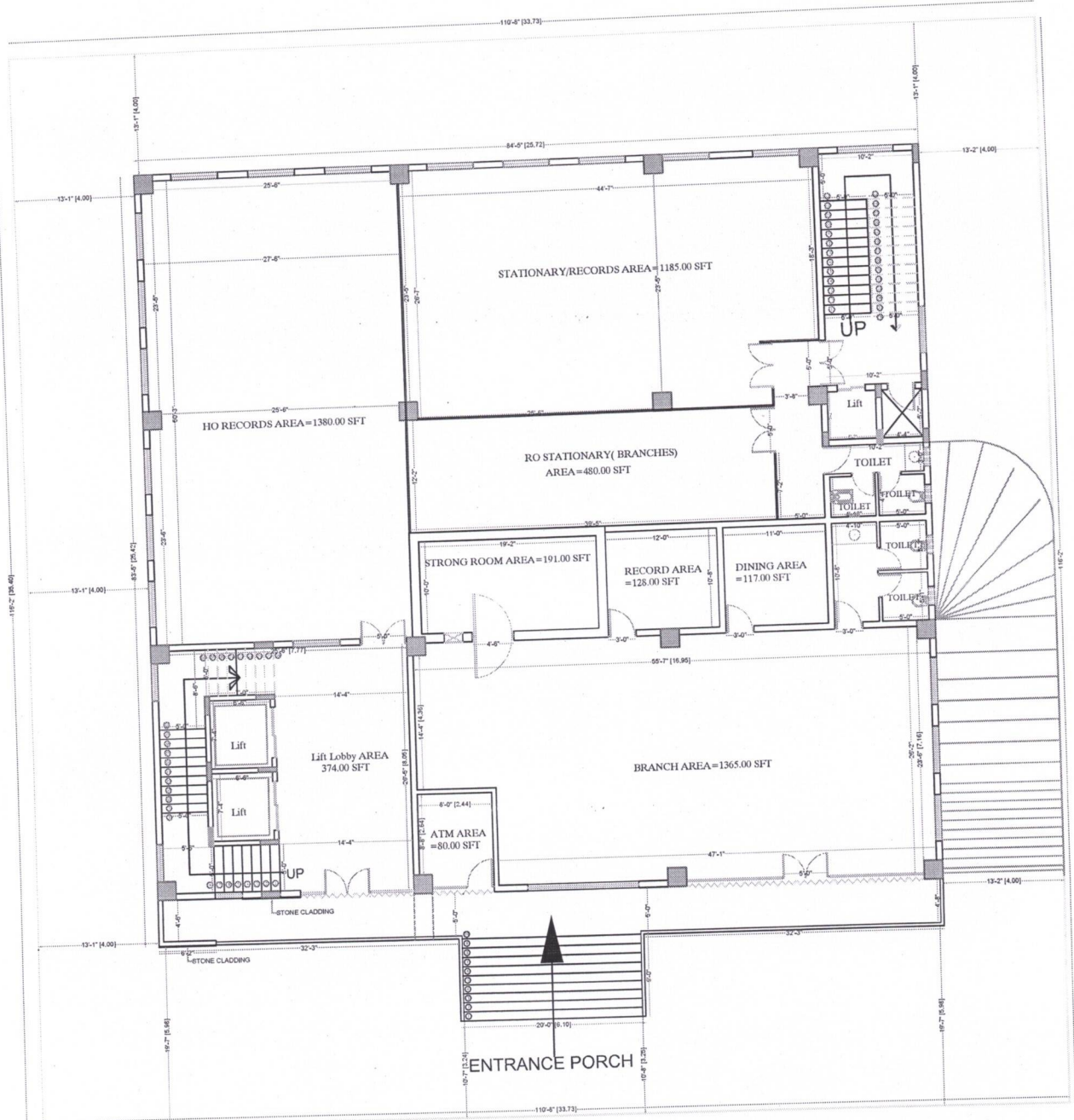
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(*)Authorized signatory of the company who has also signed and submitted the main bid.





R O A D

GROUND FLOOR PLAN

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PROPOSED GROUND FLOOR PLAN FOR SAPTHAGIRI GRAMEENA BANK

SAPTHAGIRI GRAMEENA BANK, CHITTOOR (AP)

Drawn By: KAVYA	Checked By: SSK
SCALE: NTS	DATE: 19.10.2023
DRAWING No: 2	



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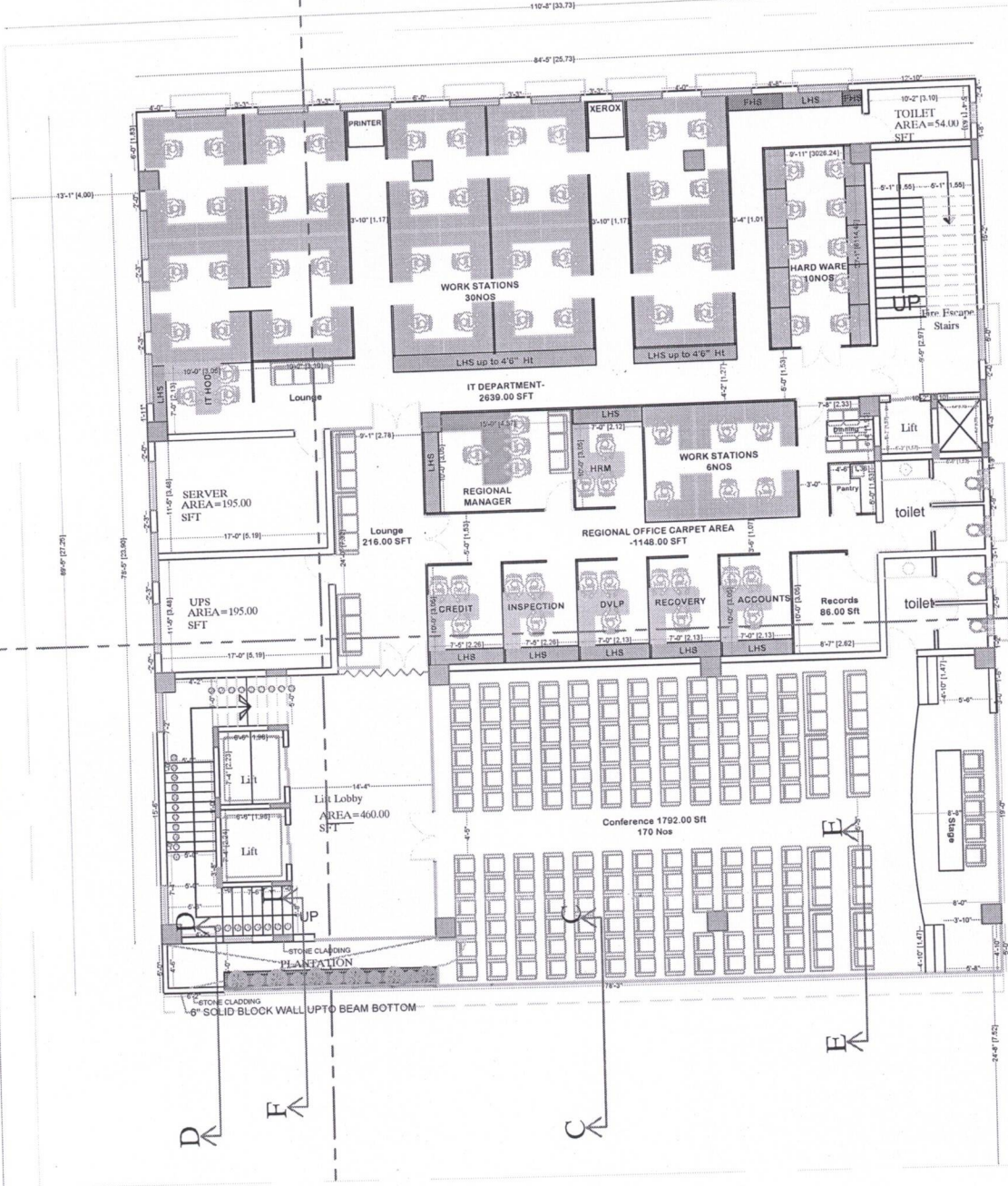
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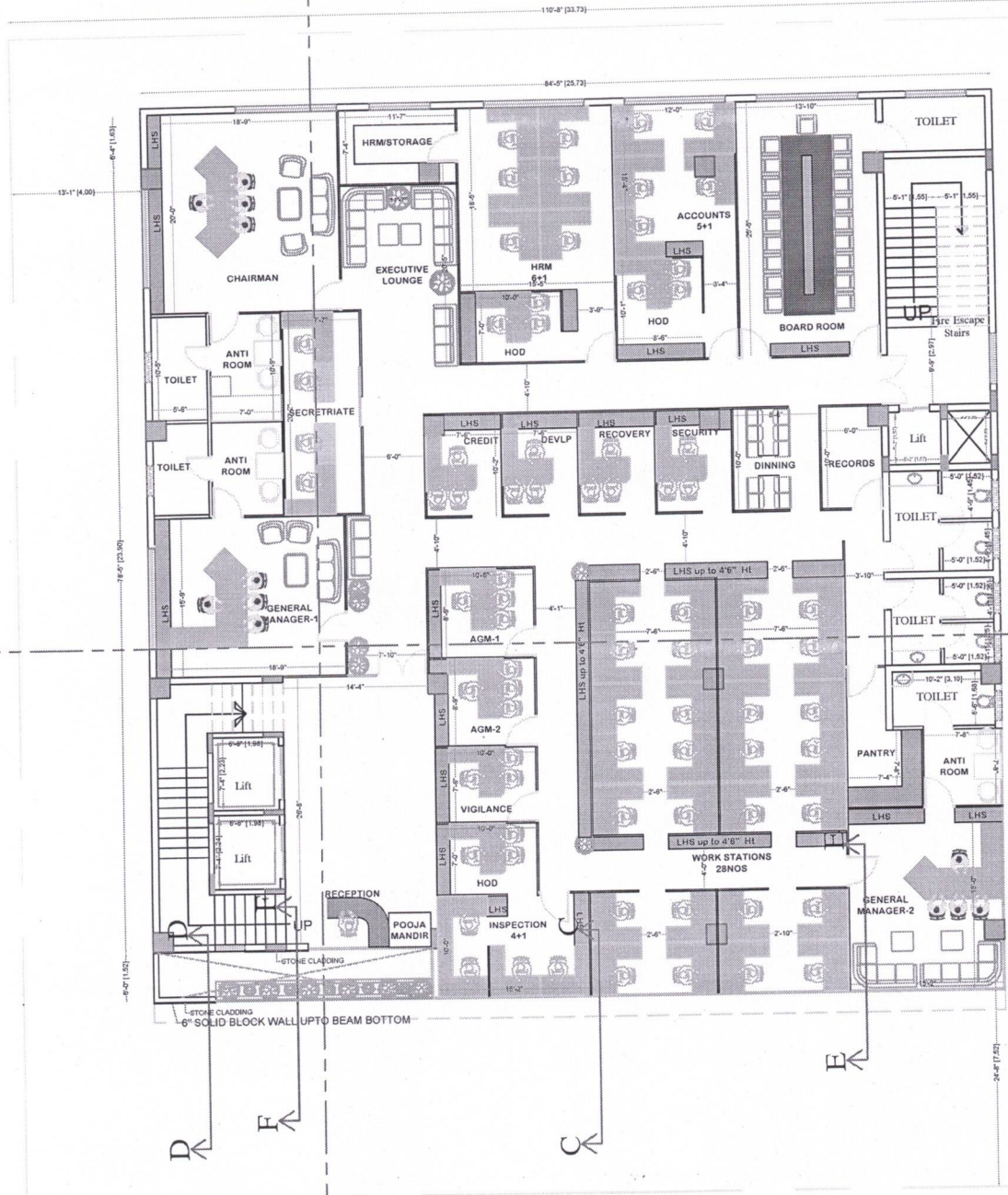
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PROPOSED FIRST FLOOR INTERIOR LAYOUT FOR SAPHTHAGIRI GRAMEENA BANK

SAPHTHAGIRI GRAMEENA BANK, CHITOOR (AP)

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SCALE: NTS	DATE: 18.10.2023						
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PROPOSED 2ND FLOOR INTERIOR LAYOUT FOR SAPHTHAGIRI GRAMEENA BANK

SAPHTHAGIRI GRAMEENA BANK, CHITTOOR (AP)



Drawn By: Kavya	Checked By: SSK
SCALE: NTS	DATE: 18.10.2023
DRAWING No: 2	

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