



**NATIONAL INSTITUTE OF BANK MAINAGEMENT
KONDHWE, PUNE-411048**

TENDER DOCUMENT

FOR

**SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF
22 KV H.T. CABLE, 22 KV RING MAIN UNIT AND 200 KVAR APFC
PANEL ON TURNKEY BASIS**

2016-2017

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TENDER NOTICE

- 1) The Director, National Institute of Bank Management, Pune, an autonomous apex institution established in 1969 by the Reserve Bank of India, in consultation with the Government of India invites sealed tenders through advertised tender enquiry for **“SUPPLY INSTALLATION, COMMISSIONING & TESTING OF 22 KV H.T. CABLE, 22 KV RING MAIN UNIT AND 200 KVAR APFC PANEL ON TURNKEY BASIS”** as per the details given in the PART-I of the Tender Document.
- 2) The offers may be submitted in TWO-BID SYSTEM (Separate Technical Bid and Financial/Price Bid) from reputed and experienced individuals/firms/agencies/companies preferably established and functioning in and around Pune city with sound financial background having valid licenses/sanctions and experience in this field for a minimum period of **Five Years** along with institutional /organizational performance report.
- 3) The tender document can also be downloaded from NIBM website www.nibmindia.org. (Downloaded tender document will have to be submitted with a DD of **Rs.500/-** drawn in favour of National Institute of Bank Management, Pune.)
- 4) The tender form and terms & conditions for the work of **“SUPPLY INSTALLATION, COMMISSIONING & TESTING OF 22 KV H.T. CABLE, 22 KV RING MAIN UNIT AND 200 KVAR APFC PANEL ON TURNKEY BASIS”** can be obtained in person from the office of the Head, Administrative Services (HAS), National Institute of Bank Management, NIBM Post Office, Kondhwa Khurd, Pune 411048, on any working day between 11.00 am to 1.00 pm and 3.00 p.m. to 5.00 p.m. (Monday to Friday). For any clarification contact :

Address for Communication	The Estate Cum Security Officer National Institute of Bank Management NIBM PO, Kondhwa Khurd Pune 411 048
Telephone No	020-26716397, 26716550
Fax No	020-26834478
Email id	eso@nibmindia.org

- 5) A) The tenderers will have to deposit the earnest money of **Rs.30,000.00** through Demand Draft/Pay Order drawn in favour of National Institute of Bank Management, Pune along with the bid documents.
B) The successful bidder will have to deposit **Rs. 30,000.00 more** while accepting the work order, through Demand Draft/Pay Order drawn in favour of National Institute of Bank Management, Pune.
- 6) The Director, NIBM Pune reserves the right to amend or withdraw any of the terms and conditions contained in the tender document or to reject any or all the tenders without giving any notice or assigning any reason and not bound to accept the lowest tender. The decision of the Director, NIBM Pune in this regard shall be final and binding on all.
- 7) **The late tenders shall be rejected including postal / courier delays. The Earnest Money Deposit will not bear any interest.**
- 8) The Earnest Money Deposit will be forfeited in the event of any evasion, refusal or delay on the part of the tenderer to sign and execute the Contract on acceptance of his tender. The Earnest Money Deposit will be refunded to the tenderers whose tenders are not accepted.

9) This is a Two Part bid.

Part 1 (Technical Bid) – shall consists of Notice inviting tender, EMD, Instructions for tenderer, Form of Tender, Articles of Agreement, General conditions of Contract, Special conditions of Contract, Proforma for various applications, General specification, Technical specification (electrical Part I), Technical Specification (electrical Part II) and an unpriced Bill of quantities. **Tenders without EMD will be rejected.**

Part 2 (Price Bid) – Shall consist of **Bill of quantities only.**

Procedure for Submitting the Tenders:

- (a) (Envelope No.1, Technical Bid): Envelope No.1, (technical bid) shall contain covering letter accepting conditions of Contract, Deviations, if any, duly signed tender technical papers, duly signed tender drawings along with **Earnest Money Deposit**. Each page and correction duly signed by tenderer including tender form duly filled in, with complete details and description including all invited data are to be supplied by tenderer as specified in the information and instructions to tenderer.

The Envelope shall be super scribed as “Envelope No.1 – Technical Bid” with the Subject as “Electrical Work for the proposed **NIBM, PUNE,**” and indicating the “Due date of Submission”.

- (b) Envelope No.2 (Price Bid) – Envelope No. 2 shall contain only prices duly filled in the Bill of quantities of tender document. The tenderer must signed each page and correction, if any, of price schedule.

The Envelope shall be super scribed as “Envelope No.2 – Price Bid” with the Subject as “Electrical Work for the proposed **NIBM, PUNE**” and indicating the “Due date of Submission”.

The Work is to be completed within 47 days from the date of issue of the Letter of Intent / Work Order.

The tenders shall be valid for a period not less than 90 days after the date of opening of the Price Bid.

All the rates quoted in the tender shall be inclusive of all taxes, levies, duties, transportation charges, wastage, Octroi etc; and shall remain firm till the completion of Work. No escalation of prices will be payable for what-so-ever reasons. This tender Notice shall form part of the Contract.

TIME SCHEDULE

TENDER FOR SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 22 KV H.T. CABLE, 22 KV RING MAIN UNIT AND 200 KVAR APFC PANEL ON TURNKEY BASIS

Activity	Date and Time
Issuance of Tender	From 21/11/2016 to 12/12/2016; 11:00 Hrs. to 17:00 Hrs. on all working days [Monday to Friday]
Submission of Queries by the Tenderers in Writing	Up to 17:00 Hrs. on 14/12/2016
Pre-Bid Meeting	15/12/2016 at 3:00 pm. at NIBM Pune.
Issuance of Addendums / Clarifications / Minutes of Pre-Bid Meeting	19/12/2016 at 3:00 pm at NIBM Pune
Submission of Part-I & part II	Up to 12:00 Hrs. on 26/12/2016
The date and time for opening of Part-I	On 29/12/2016 at 3:00 pm.at NIBM Pune
Technical Presentations by Bidders	Second Week of January-17 (Tentative)
The date and time for opening of Part-II	On 16/01/2017 at 3:00 pm.at NIBM Pune

Remarks: - All bidders are compulsory required to inspect the site and understand the scope of work before submission of their offer.

ANNEXURE – I

The Director
National Institute of Bank Management
NIBM Post Office
Kondhwe Khurd
Pune 411048

SUB: TENDER FOR “**SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 22 KV H.T. CABLE, 22 KV RING MAIN UNIT AND 200 KVAR APFC PANEL ON TURNKEY BASIS**” FOR NIBM, Kondhwe Khurd, Pune 411 048

Dear Sir/Madam,

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

MEMORANDUM

(a)	Description of works	:	SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 22 KV H.T. CABLE, 22 KV RING MAIN UNIT AND 200 KVAR APFC PANEL ON TURNKEY BASIS AT NIBM
(b)	Earnest Money	:	A) The tenderers will have to deposit the earnest money of Rs.30,000.00 through Demand Draft/Pay Order drawn in favour of National Institute of Bank Management, Pune along with the bid documents. B) The successful bidder will have to deposit Rs. 30,000.00 more while accepting the work order through DD.
(d)	Security Deposit during Defect Liability Period	:	10 %
(e)	Time allowed for completion of the work from tenth day after the date of written order to commence work	:	47 days

2. We also agree that our tender will remain valid for acceptance by the NIBM for 90 days from the date of opening of Part I of the tender and this period of validity can be extended for such period as may be mutually agreed between the NIBM and us in writing. We also agree to keep the Bank Guarantee towards earnest money valid during the entire period of validity of tender.
3. Should this Tender be accepted, we hereby agree to abide by and fulfil all the Terms and Conditions of the Tender and in default thereof, to forfeit and pay to you or your successors, or assignees or nominees such sums of money as are stipulated in the conditions contained in the tender together with the written acceptance of the Contract.
4. We understand that you reserve the right to accept or reject any or all the tender either in full or in part without assigning any reason therefor.
5. The Tender is submitted in two parts in separate sealed envelopes. Part I contains all commercial terms and conditions and technical particulars and Part II contains only the price bid in the NIBM proforma.

Signature and seal of contracting agency/firm/company

Date:

Address:

ANNEXURE - II

ELIGIBILITY CRITERIA

- 1) Only those contractors who have minimum 5 years of experience in the field of undertaking similar " Supply, installation, Testing and Commissioning of 22 KV RMU and L.T. Substation Panel Work " for large office buildings/commercial premises/industrial houses, and have three years' experience in any Public Sector Undertaking (PSU), Govt. Organisation, educational institution like college, university, or any other commercial training centers, etc.

Contractors should have also undertaken the works as detailed hereunder:

Three works each costing not less than the amount equal to Rs.12 lakh during last 5 years (works completed on or after October 31, 2010)

OR

Two works each costing not less than the amount equal to Rs.15 lakh during last 5 years (works completed on or after October 31, 2010)

OR

One work costing not less than the amount equal to Rs. 24 lakh during last 5 years (**works completed on or after October 31, 2010**).

A tender submitted by a firm who is found to be not satisfying the above criteria will be liable for rejection.

- 2) The tender forms will be issued only to those contractors who invariably furnish, at the time of applying for purchase of tender-forms, the following information in writing and submit relevant documents to satisfy the NIBM about their eligibility for participating in the tendering process.

(a)	Composition of the firm	Full particulars (whether contractor is an individual, or a partnership firm, or a company etc.,) of the composition of the firm of contractors in details should be submitted along with name(s) and address (es), of the partner's copy of the Articles of Association/ Power of Attorney/other relevant document.
(b)	Work experience & Completion of similar works of specified value during the specified period	Copies of the detailed work orders for the qualifying works indicating date of award, value of awarded work, time given for completing the work, etc. and the corresponding completion certificates indicating actual date of completion and actual value of executed similar works should be enclosed in proof of the work experience. The details along with documentary evidence of previous experience, if any, of carrying out works for the Reserve Bank of India at any centre, should also be given.
(c)	Credit worthiness of the contractor and their turnover during the specified period	Copies of the Income Tax Clearance Certificates/Income Tax Assessment Orders along with the latest final accounts of the business of the contractor duly certified by a Chartered Accountant should be enclosed in proof of their creditworthiness and turnover for last three years.

(d)	Name(s) and address(es) of the Bankers and their present contact executives	Written Information about the names and addresses of their bankers along with full details, like names, postal addresses, e-mail IDs, telephone (landline and mobile) nos., fax nos., etc. of the contact executives (i.e. the persons who can be contacted at the office of their bankers by the Bank, in case it is so needed) should be furnished.
(e)	Details of bank accounts	Full particulars of their bank accounts, like account no. type, when opened etc., should be given.
(f)	Name(s) and address(es) of the Clients and their present contact executives	Written information about the names and addresses of their clients along with full details, like names, postal addresses, e-mail IDs, telephone (landline and mobile) nos., fax nos. etc., of the contact executives (i.e. the persons who can be contacted at the office of their clients by the Bank in case it is so needed) should be furnished.
(g)	Details of completed works	The client-wise names of work(s), year(s) of execution of work (s), awarded and actual cost (s) of executed work (s), completion time stipulated in the contract (s) and actual time taken to complete the work (s), Name(s) and full contact- details of the officers/authorities/departments under whom the work(s) was/were executed should be furnished.

- 3) The tender rates shall be valid for at least one 90 days after the date of opening of the tender. Tender valid for a shorter period shall be liable for rejection.
- 4) The tender shall be signed by the authorized person and his / her full name and status be indicated below the signature along with official stamp of the firm.
- 5) Team of NIBM Pune may visit the sites of bidders to inspect the present sites of the contract(s) to receive on the spot information regarding the quality of workmen ship and services rendered, etc.
- 6) The tenders of the contracting agency/firm/company not in possession of valid statutory sanctions / registrations are liable for rejections.
- 7) The successful tenderer will have to make an agreement with NIBM Pune on terms and conditions of the contract on a Rs. 200/- stamp paper, the cost of which will be borne by the contracting agency/firm/company.

Annexure III

GENERAL TERMS AND CONDITIONS OF CONTRACT

- 1) The Contractor shall have to enter into a legal agreement on non-judicial stamp paper with the Institute.
- 2) The Contractor shall have to submit an INDEMNITY BOND on Rs.200/- non-judicial stamp paper duly registered as per the draft. This indemnity bond has to be submitted by the Contractor immediately on NIBM accepting the tender.
- 3) The Contractor shall have valid PWD electrical supervisor's license.
- 4) The contractor shall have valid electrical contractor's license.
- 5) The Contractor shall not be allowed to carry away any material/item out of NIBM campus without the permission of the Institute's authorized representative.
- 6) The Contractor shall be given a suitable place during the contract period to maintain its office as well as for storing the material required to provide the services to the Institute as per the contract. The place so provided should be used only for the performance of the duties and not for any other purpose.
- 7) The Contractor shall have no tenancy rights on the space provided. The space provided shall have to be vacated immediately on expiry/termination of the contract. Contractor should hand over the vacant space and peaceful possession of the space provided.
- 8) Residential accommodation shall not be provided by the Institute to the workmen of the Contractor.
- 9) The Contractor shall cooperate with the other Contractors working in the Institute's campus.
- 10) The Contractor shall abide by all the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and Government of Maharashtra Rules, 1971.
- 11) The workmen engaged by the Contractor shall not have any right/claim over the various facilities enjoyed by the Institute's staff members.
- 12) All the workmen employed by the Contractor should be well Mannered and should be in proper uniform.
- 13) All the workmen employed by the Contractor should be between 18 to 60 years of age and medically fit to work.
- 14) The workmen employed by the Contractor attending work of the Institute under the contract must have highest standard of honesty.

- 18) The Contractor shall issue proper identity cards with latest photograph to his workmen.
- 19) In case of lapse on part of the workmen of the Contractor, the Contractor should take corrective disciplinary action against such workmen. In case the Contractor fails to take any action against the defaulter, the Institute reserves its right to take any suitable/legal action against the Contractor.
- 20) While making payment of the service charges, the Institute will make the following deductions :
 - a) The income tax deduction at source as per the Government regulations.
 - b) The amount equivalent to any damage/loss etc. done by the workmen employed by the Contractor to carry on the job at NIBM.
 - c) Any other charges, fines, penalties and such other deductions.
 - d) Any other claims made by the employees of the Contractor against the Institute in its capacity as a principal employer.
- 21) The Contractor shall be responsible for the safety of his workmen and should follow all rules and regulations pertaining thereto. In case of any damage to property or persons, the Contractor shall be responsible and should take out necessary personal insurance policies for this purpose. Contractor should indemnify NIBM for any claims arising from the above. The necessary licenses etc., as per contract labour law shall be obtained by Contractor.
- 22) In case of any dispute arising regarding the job contract including the interpretation or the scope or working thereof, the decision of the Director of the Institute shall be final and binding on the Contractor.
- 23) The rates quoted by the Contractor in the tender shall be deemed to have taken into account all the conditions mentioned above.
- 24) Except where provided for in the description of the individual items in the schedule of the quantities and in the specifications and conditions laid down hereinafter and in the Drawings, the work shall be carried as per standard specifications and under the direction of the NIBM engineer.

SECTION-I

INTERPRETATION

In constructing these conditions, the specifications the schedule of quantities, tender and Agreement, the following words shall have the meaning herein assigned to them except where the subject or context otherwise requires:

i) Site : The site shall mean the site where works are to be executed as shown within boundary on the site plan including any building and erections thereon allotted by the NIBM for the contractors use,

ii) Drawings: The work is to be carried out in accordance with drawings, specification, the Schedule of quantities and any further drawings which may be supplied or any other instruction, which may be given by the NIBM during the execution of the work.

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

In case any detailed drawings are necessary, contractor shall prepare such detailed drawings and /or dimensional sketches thereof and have it confirmed by the Employer / Architects prior to taking up such work.

The contractor shall ask in writing for all clarifications on matters occurring anywhere in drawings,

specifications and schedule of quantities or to additional instructions at least 10 days ahead from the time when it is required for implementation so that the Employer may be able to give decision thereon.

iii) "The works" shall mean the work or works to be executed or done under this contract.

iv) "Act of Insolvency" shall mean any act as such as defined by the Presidency Towns Insolvency Act or in Provincial Insolvency act or any amending statutes

v) "The Schedule of Quantities" shall mean the schedule of quantities as specified and forming part of this contract.

vi) "Price Schedule of Quantities" shall mean the schedule of quantities duly priced with the accepted quoted percentage of the contractor.

vii) Orders of precedence for any ambiguity in the schedule of quantities, general conditions, special conditions, specifications and drawings for the contractor shall be as per the decision of the employer and the same will be binding on the contractor, and shall be read as under in the decreasing order of importance:

1. Schedule of quantities.
2. Drawings.
3. Special Conditions.
4. General Conditions.
5. Technical Specification of contract.
6. CPWD Specifications.
7. Bureau of Indian Standards Specifications.
8. State PWD/General Engineering practice.

Any ambiguity observed shall be brought to the notice of Employer / Architects and be executed after obtaining approval from the Employer / Architects.

SECTION II

INSTRUCTION FOR TENDERER

- 1.1 The details of work to be carried out and its scope are given in the specifications and Bill of Quantities in these documents, which also indicate a brief description of the project where work is to be executed. The tenderers are advised to study the same carefully before tendering and they shall be deemed to have fully acquainted themselves with the same.
- 1.2 The tenderers in their own interest, are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders in respect of the site conditions including but not restricting to the following which may influence or affect the work or cost thereof under the contract.
 - a. Site conditions including access to the site, existing and required roads and other means of transport/communication for use by him in connection with the work.
 - b. Requirement and availability of land and other facilities for his enabling works, stores and workshops etc.

- c. Ground conditions including those bearing upon transportation, disposal, handling and storage of material required for the work or obtained there from.
 - d. Source and extent of availability of suitable materials including water etc. and labour (skilled and unskilled), required for work and Laws & Regulations governing their use and employment.
 - e. Geological, meteorological, topographical and other general figures of the site and its surroundings as are pertaining to and needed for the performance of the work.
 - f. The limit and extent of surface and sub surface water to be encountered during the performance of the work, the requirement of drainage and pumping.
 - g. The type of equipment and facilities needed preliminary for and in the performance of the work, and for successful completion of work.
 - h. All other information pertaining to and needed for the work including information as to the risks, contingencies and other circumstances which may influence or affect the work or the cost thereof under this contract.
- 1.3 The Tenderers should note the information, if any, regards to the site and local conditions, as contained in these tender documents has been given merely to assist the Tenderers and is not warranted to be complete.
- 1.4 The Tenderers should note and bear in mind that the NIBM shall bear no responsibility for the lack of acquaintance of the site and other conditions or any information relating thereto, on their part. The consequences of the lack of any knowledge, as aforesaid, on the part of the tenderers shall be at their risk and cost and no charges or claims whatsoever consequent upon the lack of any information, knowledge or understanding shall be entertained or payable by the NIBM.
- 1.5 Immediately on receipt of the Tender Documents from the nibm, but at least three days prior to the date fixed for opening of envelope no.1 of tender, the Tenderer may submit in writing any tender enquiry on matters where clarifications or additional information is desired. If considered appropriate, the NIBM reserves the right to issue addendum(s) / amendment(s) to any condition/ specifications/schedules of all tenderers before the date of submission. Tenders submitted by the tender shall be deemed to cover the effect of such addendum(s)/ amendment(s) issued and such addendum(s)/ amendment(s) duly signed by the Tenderers shall be submitted along with the tenders.
- 1.6 The Tender should be submitted in the prescribed form and the same should be signed as laid down here under:
- a. If the Tender is submitted by an individual, it shall be signed by the Proprietor with his full name and full name of his firm with its current business address.
 - b. If the Tender is submitted by proprietary firm, it shall be signed by the proprietor with his full name and full name of his firm with its current business address.
 - c. If the Tender is submitted by a firm in partnership, it shall be signed for and on behalf of the firm by all the partners of the firm about their full names and current business address, or by a partner holding the power of attorney by the firm for signing the tender, in which case, a certified copy of the partnership deed and current business address of all the partners of the firm shall also accompany the tender.
 - d. All witnesses and sureties (if any) shall be person of status and their full names, occupations and address shall be stated below their signature. All signatures affixed on each page in the tender will be dated.

- 1.7 The Earnest Money deposit without any interest will be returned to the unsuccessful tenderers only after Validity period / award of work.
- 1.8 The Tenderers should quote for all the items of work as given in Bill of Quantities. The rates shall be written both in words and in figures. Tenderer shall also show cost of each item in total of each sub head and the grand total of the whole contract. Corrections, if any shall be made by crossing out initialing dating and rewriting.
- 1.9 The acceptance of a tender will rest with the Bank, which does not bind itself to accept the lowest tender, and reserves to itself the authority to reject any or all of the tenders received without the assignments of any reasons. All tenders in which any of the prescribed conditions are not fulfilled or are incomplete, in any respect are liable to be rejected.
- 1.10 All item rates shall be quoted on the proper form of the tender alone.
- 1.11 An item rate tender containing percentage "below / above will be summarily rejected. However where a tenderer voluntary offers a rebate for payment without a stipulated period, this may be considered.
- 1.12 On acceptance of tender the name of the accredited representative (s) of the Contractor who would be responsible for taking instructions from the Employer / Architect shall be Communicated to the Employer / Architect.
- 1.13 Special care shall be taken to write the rates in figures as well as in words, and the amounts in figures only, in such a way that misinterpretation is not possible. The total amount should be written both in figures and in words. In case of figures, the words 'Rs' should be-written before the figure of rupees and words 'P' after the decimal figures e.g. Rs. 2.15 P and in case of words, the word Rupees should be precede and the word 'Paise' should be written at the end. Unless the rate is in whole rupees and followed by the words 'only' it should invariably be upto two decimal places. While quoting the rates in the bill of quantities, the word 'only' should be written closely following the amount and it should not be written in the next line.
- 1.14
 - a) The NIBM does not bind itself to accept the lowest tender but it may accept any tender and reserves to itself the right of accepting the whole or any part of tender and the tenderer shall be bound to perform the same at the rates quoted.
 - b) The NIBM also reserves the right to accept the tender in full or in parts and that the tender shall have no claim for revision of rates or other conditions if the tender is accepted in parts.
- 1.15 It will be obligatory on the part of the tenderer to tender and sign the tender documents for all the component parts and that after the work is awarded, he will have to enter into an agreement for each component with the competent authority of Employer.
- 1.16 The "Notice Inviting Tender" and this "Instructions for Tenderers" shall form part of the Tender Documents.

SECTION-III

SCOPE OF WORK

The work consists of Electrical work of **SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 22 KV H.T. CABLE, 22 KV RING MAIN UNIT AND 200 KVAR APFC PANEL ON TURNKEY BASIS** at NIBM, in accordance with the "drawings" and "Schedule of Quantities" issued for electrical work etc. within the scope of this tender. It includes furnishing all materials, labour, tools and equipment and Management necessary for, and incidental to the construction and completion of the work. All work, during its progress and upon completion shall conform to the lines, elevations and grades as shown on the drawings furnished by the Employer. Should any detail essential for efficient completion of the work be omitted from the drawings and specifications it shall be the responsibility of the contractor to inform the Employer and to furnish and Install such detail with Employer's concurrence so that upon completion of the proposed work the same will be acceptable and ready for use.

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

- i) The variation or modification of the design, quality or quantity of works or the addition or omission or substitution of any work.
- ii) Any discrepancy in the drawing or between the Schedule of Quantities and / or drawings and /or specification.
- iii) The removal from the site of any defective material brought thereon by the contractor and the substitution of any other material thereof.
- iv) The demolition removal and /or re-execution of any work executed by the contractor's.
- v) The dismissal from the work of any persons employed thereupon.
- vi) The opening up for inspection of any work covered up.
- vii) The rectification and making good of any defects under clauses hereinafter mentioned and those arising during the maintenance period (retention period).

The Contractor shall forthwith comply with and duly execute any work comprised in such Employer's institutions, provided always that verbal instructions, directions and explanations given to the contractor's or his representative upon the works by the Employer shall if involving a variation be confirmed in writing to the contractor(s) within seven days. No work for which rates are not specifically mentioned in the priced schedule of quantities, shall be taken up without written permission of the Employer.

Rates of items not mentioned in the priced schedule of quantities shall be fixed by the employer in consultation with the Architects as provided in Clause "Variations".

1.17 TENDERER SHALL VISIT THE SITE

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

1.18 TENDERERS

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

The schedule of quantities shall be filled in as follows:

- i) The rates column to be legibly filled in ink in both English figures and English words,
- ii) Amount column to be filled in figures for each item and the amount for each sub head as detailed in the "Schedule of Quantities".
- iii) All corrections are to be initialed.
- iv) The rate Column for alternative items shall be filled up.
- v) The "Amount" Column for alternate items of which the quantities are not mentioned shall not be filled up.
- vi) In case of any error / omissions in the quoted rates, the rates given in the tender marked "original" shall be taken as correct rates.

No modification over writings or corrections can be made in the tender papers by the tenderer, but he may at his option offer his comments or modifications in a separate sheet of paper attached to the original tender papers.

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

The NIBM reserves the right to accept the tender in full or in part and the tenderer shall have no claim for revision of rate or other conditions if his tender is accepted in parts.

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

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

The items of work described in the schedule of quantities are to be deemed and paid as complete works in all respects and details including preparatory and finishing works involved directly related to and reasonably detectable from the drawings, specifications and schedule of quantities and no further extra charges will allowed in this connection. In the case of lump sum charges in the tender in respect of any item of works, the payment of such items of work will be made for the actual work done on the basis of lump sum charge as will be assessed to be payable by the employer.

The employer has power to add to, omit from any works as shown in drawings or described in specifications or included in schedule of quantities and intimate the same in writing but no addition, omission or variations shall be made by the contractor without authorisation from the Employer. No variations shall vitiate the contract.

The tenderer shall note that his tender shall remain open for consideration for a period of 90 days from the of opening of the tender.

1.19 GOVERNMENT AND LOCAL RULES

The contractor shall confirm to the provisions of local bye-laws and Acts relating to the work and to the regulations etc. of the Government and Local authorities and of any company with whose system the

structure is proposed to be connected. The contractor shall give all notices required by said Act, Rules, Regulations and Bye-Laws etc. Contractor will assist the Architect for getting approval and no objection certificate from local authority for their scope of work and pay all fees, and pay all fee payable to such authority / authorities for execution of the work involved. The cost, if any, shall be deemed to have been included in his quoted rates, taking into account all liabilities for licenses, fees for footpath encroachment and restorations etc. He will indemnify the Employer against such liabilities and shall defend all actions arising from such claims on liabilities.

1.20 TAXES AND DUTIES

The tenderer agree that the unit rates quoted by him are net for finished, completed and commissioned work. All cost inputs of Materials, Labour, Taxes, Duties, Freight, Octroi, Plant and Machinery, Royalty, financial and administrative charges etc., other overheads, profits and all other items (consumables and non-consumables) as required are deemed to have been taken into account and included as applicable for execution of work. The Employer shall hold the contractor responsible for non-payment of tax in time.

1.21 PROVISIONAL SUM (P.S.)

All provisional sums described in the schedule of quantities as P.S. shall be exclusively allotted to the purchase of materials and not for any handling and fixing to be done by the contractor. Such costs of handling & fixing with profit (including transport charges if required) shall be separately included in the contract price as described in the schedule of quantities. The disposal of the amounts covered under this head will be absolutely at the discretion of the bank. Contractor is to make payments for these materials to the suppliers on certificate or order issued by the Employer and realize them through his bills from the bank.

1.22 QUANTITY OF WORK TO BE EXECUTED

The quantities shown in the schedule of Quantities are intended to cover the entire new structure indicated in the drawings but the employer reserves the right to execute only a part or the whole or any excess thereof without assigning any reason thereof.

1.23 OTHER PERSONS ENGAGED BY THE EMPLOYER

The bank reserves the right to execute any part of the work included in this contract by other Agency or persons and contractor shall allow all reasonable facilities and use of his scaffolding for the execution of such work. The main contractor shall extend all co-operation.

1.24 CONTRACTOR TO PROVIDE EVERYTHING NECESSARY

The contractor shall provide everything necessary for the proper execution of the work according to the intent and meaning of the drawings, schedule of quantities and specifications taken together whether the same may or may not be particularly shown as described there in provided that the same can reasonably be inferred there from and if the contractor finds any discrepancies there in he shall immediately and in writing refer the same to the Employer whose decision shall be final and binding. The contractor shall provide himself for ground and fresh water for carrying out of the works at his own cost. The Employer shall on no account be responsible for the expenses incurred by the contractor for hired ground or water obtained from elsewhere. The water to be tested and approved before use.

The rates quoted against individual item will be inclusive of everything necessary to complete the said items of work within the contemplation of the contract, and beyond the unit price no extra payment will be allowed for incidental or contingent work, labour and / or materials inclusive of all taxes and duties whatsoever except for specific taxes / items, if any, stipulated in the tender documents.

The contractor shall supply, fix and maintain at his own cost, for the execution of any work, all tools tackles, machinery and equipments and all the necessary centering, scaffolding, staging, planking, timbering, structuring, shorting, pumping, fencing, boarding, watching and lighting by night as well as day required not only for the proper execution and protection of the said work but also for the protection of the public and safety of any adjacent roads, streets, walls, houses, buildings., all other erections, matters and things and the contractor shall take-down and remove any or all such centering, scaffolding, planking, timbering, structuring, shorting etc as occasion shall be required or when ordered to do so and shall fully reinstate and

make good all matters and things disturbed during the execution of works to the satisfaction of the NIBM.

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

1.25 TIME OF COMPLETION, EXTENSION OF TIME & PROGRESS CHART

1.24.1 TIME OF COMPLETION

The entire work is to be completed in all respects within the stipulated period as mentioned in this tender. The date of commencement will be ten days from the date of acceptance issued to the contractor or the day on which contractor is instructed to take possession of site, whichever is later. Time is the essence of the contract and shall be strictly observed by the contractor.

The work shall not be considered as completed until the bank have certified in writing that work has been completed and the Defects Liability Period shall commence from the date of such certificate.

1.26 PROGRESS OF WORK

During the period of construction the contractor shall maintain proportionate progress on the basis of a programme chart submitted by the contractor immediately before commencement of work and agreed to by the Employer / Architect. Contractor should also include planning for procurement for scarce material well in advance and reflect the same in the programme chart so that there is no delay in completion of the Project.

1.27 LIQUIDATED DAMAGES

Should the work be not completed to the satisfaction of the NIBM within the stipulated period, the contractor shall be bound to pay to the Employer a sum calculated as given below by way of liquidated damages and not as penalty during which the work remain uncommenced or unfinished after the expiry of the completion date.

0.5% of the tendered amount shown in the tender per week subject to ceiling of 10.0% of the accepted contracted sum.

1.28 TOOLS, STORAGE OF MATERIALS, PROTECTIVE WORKS AND SITE OFFICE REQUIREMENTS

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

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

The contractor shall provide at his own cost all artificial light required for the work and to enable other contractor and sub-contractor to complete the work within the specified time. The contractor shall provide a suitable temporary hut for the watchmen and clear away the same when no longer required and to provide all necessary attendants, lights, etc., required.

The contractor shall arrange for temporary latrines for the use of workers and field staff and keep the same in a clean and sanitary condition to the satisfaction of the public health authorities and shall cause such latrines and soil to be cleared away whenever necessary and shall make good all the works disturbed by these conveniences.

Every precaution shall be taken by the contractor to prevent the breeding of mosquitoes on the works during

the construction, and all receptacles, cisterns, water tanks etc., used for the storage of water must be suitably protected against breeding of mosquitoes. The contractor shall indemnify the Employer against any breach of rules in respect of anti-material measures.

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

Protective Measures

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

Contractor shall indemnify the employer against any possible damage to the building, roads, or member of the public in course of execution of the work.

The contractor shall provide necessary temporary enclosures, gates, entrances, etc., for the protection of the work and materials and for altering and adopting the same as may be required and removing on completion of the works and making good all works disturbed.

Tools

The steel and metallic tapes and all other surveying instrument found necessary on the works shall be provided by the contractor for the due performance of his contract as instructed by the Site Engineer.

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

Engineer will use any or all measuring instruments or tools belonging to the contractors as he chooses for checking the works executed or being executed on the contract.

The contractor should cover in his rates for making provisions for all reasonable facilities for the use of his scaffolding, tools and plant etc., by sub-contractors for their work.

1.28 NOTICE AND PATENTS OF APPROPRIATE AUTHORITY & OWNERS

The contractor shall confirm to the provisions of any Acts of the Legislature relating to the work, and to the Regulations and Bye-Laws of any authorities, and / or any water, lighting and other structures were proposed to have constructed and shall before making any variations from the drawings or specification that may be associated to so confirm, give the Employer / Architects written notices specifying the variations proposed to be made and the reasons for making them apply for instruction thereon. The employer on receipt of such intimation shall give a decision within a reasonable time.

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

The contractor shall indemnify the Employer against all claims in respect of patent rights, royalties, and damages to buildings, roads or member of public in course of execution of work shall keep the Employer saved harmless and indemnified in all respects from such actions, costs and expenses.

1.29 CLEARING SITE AND SETTING OUT WORKS

The site shown on the plan shall be cleared of all obstructions, loose stone, and materials rubbish of all kinds. All holes or hollows whether originally existing or produced by removal or loose stone or materials shall be carefully filled up with earth well rammed and leveled off as directed at his own cost.

The contractor shall set out the works and shall be responsible for the true and perfect setting out of the work

and for the correctness of the positions, levels, dimensions and alignment of all parts thereof. If at any time any error shall appear during the progress of any part of the work, the contractor shall at his own expenses rectify such error, if called upon to the satisfaction of the bank. The contractor shall further set out the works to the alternative positions at the site until one is finally approved and the rates quoted in his tender should include for this and no extra on this account will be entertained.

1.30 CONTRACTOR IMMEDIATELY TO REMOVE ALL OFFENSIVE MATTERS

All soil, filth or other matters of any offensive nature taken out of any trench, sewer, drain, cesspool or other place shall not be deposited on the surface but shall be at once carted away by the contractor or a place provided by him.

The contractor shall keep the foundations and works free from water and shall provide and maintain at his own expenses electrically or other power driven pumps and other plant to the satisfaction of the Employer for the purpose, until the building is handed over to the Employer. The contractor shall arrange for the disposal of the water so accumulated to the satisfaction of the Employer / Architect and the local authority and no claims will be entertained afterwards if he does not include in his rates for the purpose.

1.31 ACCESS

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

1.32 MATERIALS, WORKMANSHIP, SAMPLES, TESTING OF MATERIALS.

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

If required by the Employer the contractor shall have to carry out tests on materials and workmanship in approved materials testing laboratories or as prescribed by the Employer at his own cost to prove that the materials etc., under test confirm to the relevant I.S. standards or as specified in the specification. The necessary charges for the preparation of mould (in case of concrete cube) transporting, testing etc., shall have to be borne by the contractor. No extra payment on this account would in any case be entertained.

All the materials (except where otherwise described) stores and equipment required for the full performance of the work under the contract must be provided through normal channels and must include charge for import duties, sales tax, octroi and other charges and must be the best of their kind available and contractors must be entirely responsible for the proper and efficient carrying out of the work. The work must be done in the best workmanlike Manner. Samples of all materials to be used must be submitted to the Employer when so directed by the Engineer and written approval from Employer must be obtained prior to placement of order.

During the inclement weather the contractor shall suspend concreting and plastering for such time as the Employer may direct and shall protect from injury all work when in course of execution. Any damage (during constructions) to any part of the work for any reasons due to rain, storm or negligence of contractor shall be rectified by the contractor in an approved Manner at no extra cost.

Should the work be suspended by reason of rain, strike, lock-out or any other cause, the contractor shall take all precautions necessary for the protection of work and at his own expenses shell make good any damage arising from any of these causes.

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

1.33 REMOVAL OF IMPROPER WORK

The Employer shall during the progress of the work have power to order in writing form time to time the removal from the work within such reasonable time or times as may be specified in the order of any materials which in the opinion of the Employer are not in accordance with specification or instructions, the substitution or proper re-execution of any work executed with materials of workmanship is not in accordance with the drawings and

Specification or instructions. In case the contractor refuses to comply with the order, the Employer shall have the power to employ and pay other agencies to carry out the work and all expenses consequent thereon or incidental thereto as certified by the Employer shall be borne by the contractor or may be deducted from any money due to or that may become due to the contractor.

1.34 CONTRACTOR'S EMPLOYEES

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

The contractor shall employ local labourers on the work as far as possible. No labourer who is below the age of sixteen years and who is not an Indian National shall be employed on the work.

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

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

1. The payment of Wages Act.
2. Employer's Liability Act.
3. Workmen's Compensation Act.
4. Contract Labour (Regulation & Abolition) Act. 1970 and Central Rules,1971
5. Apprentices Act. 1961.
6. Minimum wages act.
7. Any other Act or enactment relating thereto and rules framed there under from time to time

The contractor shall keep the Employer saved, harmless and indemnified against claims, if any, of the workmen or any other person and all costs and expenses as may be incurred by the Employer in connection with any claim that may be made by any workmen or any other person. The contractor shall comply at his own cost with the order of requirement of any Health officer of the State or any local authority or of the Employer regarding the maintenance of proper environmental sanitation of the area where the contractor's labourers are housed or accommodated, for the prevention of small pox, cholera, plague, typhoid, malaria and other contagious diseases. The contractor shall provide, maintain and keep in good sanitary condition adequate sanitary accommodation and provide facilities for pure drinking water at all times for the use of men engaged on the works and shall remove and clear away the same on completion of the work. Adequate precautions shall be taken by the contractor to prevent nuisance of any kind on the works or the lands adjoining the same.

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

1.35 DISMISSAL OF WORKMEN

The contractor shall on the request of the Employer immediately dismiss from works any person employed thereon by him, who may in the opinion of the Employer be unsuitable or incompetent or who may misconduct himself. Such discharges shall not be the basis of claim for compensation or damages against the Employer or any of their officer or employee.

1.36 ASSIGNMENT

The whole of the work included in the contract shall be executed by the contractor and the contractor shall not directly or indirectly transfer, assign or sublet the contract or any part, share or interest therein, nor shall take a new partner, without written consent of the Employer and no subletting shall relieve the contractor from the full and entire responsibility of the contract or from active superintendence of the work during their progress.

1.37 DAMAGE TO PERSONS AND PROPERTY INSURANCE ETC.

The contractor shall be responsible for all injury to the worker or workmen or persons, animals or things and for all damages to the project work, materials, equipments, structural and / or decorative part of property which may arise from the operations or neglect of himself or of any sub-contractor or any of his or a sub-contractor's employees whether such injury or damage arise from carelessness, accident or another cause whatsoever in any way connected with the carrying out of this contract. The clause shall be held to include inter-alia, and any damage to roads, streets, footpaths or ways as well as damages caused to the buildings and the works forming the subject of this contract by rain, wind or other inclemency of the weather. The contractor shall indemnify the Employer and hold harmless in respect of all and any expenses arising from any such injury or damages to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any acts of compensation or damage consequent upon such claim.

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

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

The Employer shall be at liberty and hereby empowered to deduct the amount of any damages, compensations, costs, charges and expenses arising or accruing from or in respect of any such claim or damages from any sums including the total security deposit due or to become due to the contractor.

1.38 ACCOUNTS, RECEIPT & VOUCHERS

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

1.39 MEASUREMENT OF WORK

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

1.40 PAYMENT

Advance against materials will not be paid.

The payment shall be made after completion of the works and commissioning of the unit, including provision of all test reports, submission of 'As built' drawings, operation Manuals etc. EMD will be released after completion of the work. 10% of total bill amount will be deducted from bills as a Retention/Security Deposit Amount. The Retention/Security Deposit Amount and EMD shall not carry any interest.

FINAL PAYMENT

The final bill shall be accompanied by a certificate of completion from the Employer, payment of final bill shall be made after deduction of Retention Money which sum shall be refunded after the completion of the Defects Liability period after receiving the Employer certificate has rectified all defects to the satisfaction of the Employer. The acceptance of payment of the final bill by the contractor would indicate that he will have no further claim in respect of the work executed.

1.41 VARIATION / DEVIATIONS

The contractor may when authorised and shall, when directed in writing by the employer and or omit, or vary the works shown in the drawings or described in the specifications or included in the priced schedule of quantities. The contractor on his own accord shall make no addition, omission or variation without such authorization or direction. A verbal authorization of direction by the Employer shall when confirmed correctly by the contractor in writing within 3 days shall be deemed to have been given in writing.

The contractor shall send to the Employer once in every month a statement giving particulars, as full and detailed as possible, of all claims for any additional payment to which the contractor may consider himself entitled and of all extra or additional work ordered by the employer which he has executed during the preceding month.

No final interim claim for payment for any such work or expense, will be considered which has not been included in such a statement provided always that the architect shall be entitled after taking employer's sanction to authorize payment to be made for any such work or expense, notwithstanding the contractor's failure to comply with this condition, if the contractor has at the earliest practicable opportunity, notified the architect in writing that he intends to make a claim for such work.

The rates for additional, altered, substituted work shall be arrived at in accordance with the following rules.

i) The net rates of prices in the contract schedule shall determine the valuation of (the rates for) the extra work (items) where such extra work is of similar character and is executed under similar conditions as the work priced therein.

ii) If the rates for the extra, altered or substituted (deviated) work are not provided for (available) in the schedule of quantities, they shall to the extent possible be derived out of rate given in that schedule for similar or near similar items. For the purpose of such deviation, where necessary and when so directed, the contractor shall furnish detailed analysis for the said similar or near similar items in the contract schedule. For such portions of the analysis, for the extra, altered, or substituted (deviated) work for which prices cannot be abstracted from the corresponding analysis of rates for the said similar or near similar items in the contract schedule, market rates substantiated by purchase bills / vouchers dependable printed price schedules of building materials of different types shall be adopted, using factors and constants for quantum's of materials, labour, T & P and sundries from standard analysis of rates adopted by National Building Organization, Ministry of Works & Housing, Govt. of India in preparation of all India Standard Scheduled of Rates, 1977 or analysis rates 1997 issued by Central Public Works Department and adding 15% towards profits and overheads. When called upon to do so the contractor shall submit the required purchase bill / vouchers.

iii) In respect of a course which incorporates more than one schedule, the rate applicable in case (i) above if

not provided for in the schedule pertaining to the work in which the addition, alteration or substitution (deviation) occurs, shall be taken as the lowest applicable rate in other schedules. Similarly in case (ii) above if similar or near similar items cannot be found in the schedule pertaining to the work in which the addition, alteration or substitution (deviation) occurs, similar or near similar items from the other schedule shall be adopted.

iv) In the case of additional, altered or substituted (deviated) work for which rates cannot be reasonably derived as at (ii) and (iii) above, the rate shall be worked out adopting market prices, substantiated by purchase bill / vouchers., using factors and constant for quantum of materials, labour, T & P and sundries from standard analysis of rates adopted by the National Building Organization, Ministry of Works & Housing, Govt. of India in preparation of all India Standard Schedule of Rates, 1977 and addition 15% towards profit and overheads. When called upon to do so the contractor shall submit his purchase bills/ vouchers to the architects and employer.

v) The question as to what particular items, being similar or near similar to the additional, altered or substituted (deviated) work in the contract schedule are to be adopted for deviation of rates for the additional altered or substituted (deviated) work and whether the said rates cannot be derived from similar or near similar items in the contract schedule will be decided by the Employer.

vi) In case (ii) to (iv) the contractor is required to submit his analysis of rates adopting the principle enunciated and the architect, after scrutinizing the analysis and other papers furnished will allow such rates as he consider reasonable after obtaining employer's sanctions,

vii) Where extra work is of such a nature that it cannot be properly measured or valued the contractor shall be allowed day work priced at the net rates stated in the tender or the priced scheduled of quantities or if not so stated then in accordance with the minimum local day work rate and wage for the district notified by the concern Authority provided that in either case if required by the architects, vouchers, muster rolls and other documents, required for proper verification of the labour employed and the material deployed on the said work and cost thereof be delivered to the architect or his representative on or before the end of the week following that in which the work has been executed.

The question as to whether extra work is of such nature that it cannot be properly measured or valued will be decided by the architects and employer. The margin to be allowed on actual costs to the contractor towards profits and overhead shall be 15%.

1.41 DEVIATION LIMIT FOR TENDER QUANTITIES 40%

The tender rates shall hold good for any increase in the tendered quantities upto variation of 40%. In case tender quantities of an individual item exceeds the deviation limit of 40%, the rates for excess quantities over and above the deviation limit shall be payable as per market rate analysis, substantiated by purchase vouchers / bill using constants only of material, labour, T & P etc. from All India Standard Analysis of rates published by NBO or Delhi Analysis of Rates 1997 issued by Central Public Works Department with 15% contractors profit and overheads. For non Schedule items, constant of material, labour, T & P etc, shall be decided by the Engineer-in-charge of Employer and Architect based on the actual observation at site.

SUBSTITUTION

Should the contractor desire to substitute any materials and workmanship, he / they must obtain the approval of the Employer in writing for any such substitution well in advance, Materials designated in this specification indefinitely by such terms as "Equal" or "Other approved" etc. specific approval of the Employer has been obtained in writing.

1.42 PREPARATION OF BUILDING WORKS FOR OCCUPATION AND USE ON DEPLETION.

The whole of the work will be thoroughly inspected by the contractor and deficiencies and defects put right. On completion of such inspection the contractor shall inform the employer that he has completed the work

and it is ready for inspection.

On completion, the contractor shall leave the entire building neat and clean and ready for immediate occupation and to the satisfaction of the employer.

1.43 CLEARING SITE ON COMPLETION

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

1.44 DEFECTS AFTER COMPLETION

The defects Liability period (D.P.L.) shall commence from the certified date of virtual completion issued jointly by the Employer. The contractor shall make good at his own cost and to the satisfaction of Employer all defects, shrinkages, settlements or other faults which may appear within 12 months after completion of the work. In default, the Employer may employ and pay other persons to amend and make good such damages, losses and expenses consequent thereon or incidental thereto shall be made good and borne by the contractor and such damages, loss and expenses shall be recoverable from him by the Employer or may be deducted by the employer in lieu of such amending and making good by the contractor deduct from any money due to contractor a sum equivalent to the cost of amending such work and in the event of the amount retained being insufficient, recover that balance from the contractor from the amount retained together with any expenses the Employer may have incurred in connection therewith.

CONCEALED WORK

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

1.45 IDLE LABOUR

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

1.46 SPECIALISTS WORKS

The Contractor shall get the L.T. panels and other panels fabricated from CPRI approved panel fabricator only. He will submit CPRI Test certificate of similar type panel Tested in last three years along with shop drawings of the panel. The shop drawings of panels will be submitted within 10 days from the date of award of work without extra charges.

1.47 CONTRACT DRAWINGS GENERAL

Two copies of each of the drawings and one copy each of the conditions of the contract specification, trade preamble and bill of quantities will be provided for the use of the contractor who must satisfy himself as to the accuracy of the said copies in every detail and make all other copies necessary for the conduct of the works. Any comments on the drawings are to be given by the contractor within 7 days from receiving of drawings.

One copy of each drawing or sketch furnished to the contractor shall be kept in an office at the works and the Engineer or any person authorized by the Employer shall have free access to the drawings and sketches, whenever they desire.

1.48 SECURITY ARRANGEMENT

- a) Proper arrangements shall be made to keep all records under lock and key.
- b) It shall be ensured that the contractor provides for adequate fences, watch and ward and security of materials and plant.
- c) Movement of material, stores and plant, especially of those in which the Employer has got a financial interest or those, which influence progress of work, shall be strictly controlled. Checks shall be exercised at

gate (entrance and exit shall be preferably through one gate only).

d) When the work is completed and handed over to the user, the responsibility of the proper security arrangement shall rest with the users.

1.49 WORKING HOURS

Site offices working hours shall normally be fixed as may be prevailing in the locality. Normally no construction work of important structural nature shall be carried out on Sundays, holidays and during the nights. In exceptional circumstances, however, the work may be carried out with proper approval of the site engineer who shall depute supervision staff to be present on such occasion.

1.50 HANDING OVER PROJECT WORK TO THE EMPLOYER

Handing and taking over report and inventories/statement (in quadruplicate) at the time of handling over shall be prepared. The reports and inventories shall be signed by:

- (a) The contractor (Only the relevant papers.)
- (b) The Architect and
- (c) Competent authority in the Employer

The following inventories / statements shall be prepared;

1) Inventories of fixture & fitting of fixture & fittings of installations (electrical light fittings, fans, bells, air conditioners, and the like equipment & materials)

2) Surplus stores (like electrical goods including fans, tube light fixtures etc.) pending further instruction for disposal from higher authorities.

5) As Built Drawings, Information folders & test reports for executed work of electrical

6) The Engineer on behalf of the Employer associated with this operation, shall be apprised of the importance to carry out periodic inspections (at weekly interval) for defects not rectified or fresh ones that crop up and issuing notices for their rectification to the concerned contractor(s) and the final inspection just before the expiry of the defects liability period.

1.51 DELINQUENCIES OF CONTRACTORS

Procedures for dealing with Delinquencies / Defaults / Misconduct Misdemeanors of Tenderers / Contractors.

1) The under noted delinquencies / defaults / misconduct / misdemeanors on the part of tenderer or enlisted contract will attract disciplinary action other

- (a) Incorrect information about credentials, about his performance, equipment, resources technical staff etc.
- (b) Irregular tendering practice.
- (c) Revoking a tender without any valid reasons.
- (d) Tardiness in commencing work.
- (e) Poor organization at site & lack of his personal supervision.
- (f) Ignoring Employer/Architect's notices for replacement / rectification of rejected materials, workmanship etc;
- (g) Violating any of the important conditions of contract, like site facilities, insurance, labour laws etc;
- (h) Lack of co-operation with nominated contractors or Employer's staff.
- (i) Failure to satisfactorily rectify defects during Defects Liability period (DLP) and discovery of latent defects in contractor's work after the expiry of DLP of his contract.

(j) The contractor will be required to pay all taxes levied by the Central and or state Government on such part of his profit in respect of the contract as in chargeable therewith under the laws for the time being in force.

(k) The contractor's staff will be liable to pay all taxes levied by the Central and or state Governments on such of their salaries as are chargeable there with under the laws for the time being in force and the contractor shall confirm such duties in regard to the deduction thereof as may be lawfully imposed on him.

Annexure-IV

SPECIAL CONDITION OF CONTRACT

2.1 MATERIAL PROVIDED BY EMPLOYER

i) The Employer reserve to themselves the right to provide certain materials as mentioned for the work at the time of awarding contract or during the progress of work and these shall be jointly inspected by the Engineer and Contractor before issue of materials. Suitability and sufficiency of the materials shall be checked by the contractor.

ii) After the materials are received, the contractor shall not decline to accept responsibility, for the proper quality, safety and sufficiency of the resulting work or structure by alleging defects of materials received from the Employer.

iii) The value of materials provided by the Employer shall be calculated at the prevalent market rates / invoice rate including all taxes, duties transportation, labour and other incidentals by the Engineer and the amount shall be deducted in full from the interim Bill of the contractor as and where applicable.

iv) For all Materials issued free of cost to the Contractor, the rates for such complete items shall be suitably modified / varied by the Engineer, unless otherwise provided for in the contract.

v) Wastage of extra quantity of materials used by the Contractor over and above the allowed quantity as determined by the Engineer shall be taken as unnecessary and unauthorized and such use / wastage shall be at the cost of the contractor.

vi) On loss or damage of any such materials, it shall be replaced by the Contractor with the same quality / brand with the approval of Engineer-or the value of such material would be recovered from interim bill of the contractor at the prevalent market rate, as would be appropriate in the opinion of the Engineer.

2.2 ELECTRICITY AND WATER

i) The contractor shall arrange on his own, the electric power required for carrying out work including operation and maintenance of generators of required capacity at his own cost. The Contractor shall be primarily responsible for ensuring uninterrupted supply of electric power as required for use in the works through out the construction period.

ii) The Contractor shall make his own arrangement for providing water required for an in connection with the works including adequate storage facilities at his cost. The Contractor shall ensure uninterrupted supply of water for all purpose and he shall be responsible to satisfy himself that the water arranged by him is fit for construction and consumption and he shall adequately treat such water whenever it is not found suitable for the said purpose.

2.3 If the proposed building is situated in residential area / commercial area and adjoining plot has dilapidated structure. The contractor shall quote the rates after considering the following:

In view of the difficulties of stacking the materials at site, the Contractor should visit the site and should quote the rates after considering these and following conditions in mind. No extra payment will be made at any cost under any circumstances.

a. All material obtained from the dismantling shall be the property of Contract. Due care shall be taken to maintain the safety measures of these materials.

b. The work shall be carried out in such a way that no damage is caused to the adjoining work or to the property. Temporary enclosures/partitions shall be provided as directed by the Engineer in charge. No extra payments shall be made towards this.

c. Necessary precautions shall be taken to avoid dust/nuisance to public and other fellow occupiers.

d. The Contractor shall maintain / disconnect existing services, whether temporary or permanent where required by the Engineer-in-charge. No extra shall be payable on account of this.

2.4 No old/dismantled material shall be used by the Contractor in the contract work under any circumstances.

2.5 The contractor in consultation with the Employer shall prepare a work schedule program in the form of a CPM Chart (indicating critical path) showing exactly the start and completion of various activities to be undertaken by the contractor in reference to his scope of work. This work schedule shall be submitted by the contractor through Consultant Architect within 7 days of receiving the work order and shall be updated by the contractor from time to time.

SECTION - VII

MEASUREMENT MEASUREMENT OF BOOKS

3.1 The number of pages for measurements along shall be 100 per book. If convenient, the measurement book may be provided with perforated, in triplicate, for dispatch to concerned authorities. The pages shall be serially machine numbered. The book shall be in the custody of the site Engineer.

3.2 In addition to pages for measurements, pages shall be provided for index. Instructive, Certificate of condition (wholeness) of the Book and Record of handing and taking over.

3.3 Each book shall bear an identifying number.

3.4 Separate format of Measurement Book shall be used for recording measurement Books.

3.5 Stock register shall be maintained to show receipts and issues of Measurement Books.

4.0 RECORDING OF MEASUREMENTS

4.1 The measurements shall be generally recorded by the site Engineer or by an employee of the Employer, specifically authorized for the purpose.

4.2 The site Engineer (or his representative) shall take joint measurement (i.e. accompanied by the contractor's authorized representative) of the work as it progresses and record them directly in the Measurement Books.

4.3 It shall be ensured that the method of measurement is in accordance with the contract. Any points of disagreement with the contractor pertaining to measurements shall be promptly referred to the decision of the competent authority.

4.4 Extra / deviated items, as claimed by the contractor, shall not be recorded in Measurement Book until they are approved by the Competent Authority.

5 In case some allegedly extra / deviated item is carried out by the contractor while complying with approved drawings and specifications, and the same is to be covered up, the Site Engineer shall check the item and its specification and record its measurements but simultaneously enter up the provision that admittance is subject to the approval by the competent authority. Both the measurements and the provision shall be got signed by the contractor.

6 The measurement Book shall not be handed over to the contractor at any time. The contractor or his representative may be permitted by the Site Engineer to see it in his presence and / or make a (concurrent) copy of his own. The contractor shall, however, be warned that his copy shall be regarded as an unofficial copy of the Employer's Measurement Book. This is the only authorized document in the matter.

7 The Measurement shall be signed at the end of each session measurement of the day's work, as the case may be, by both the parties (i. e. Measurer / Site Engineer and the contractor).

3.0 CONCEALED WORK

The contractor shall give due notice to the Employer whenever any work is to be during in the earth, concrete

or in the bodies of walls or otherwise, becoming inaccessible later on in order that the work may be inspected and correct dimensions taken before such burial. In default whereof the same shall, at the opinion of the Employer be either opened up for measurement at the contractor's expenses or no differences arises after the execution of any work as to measurements etc. or other matters which cannot be conveniently tested or checked, the notes of the employer shall be correct and binding on the contractor.

SECTION - VIII

SAFETY CODE SCAFFOLDS

i) Suitable scaffolds shall be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except in the case of short duration work which can be done safely from ladders. When a ladder is used, it shall be of rigid construction made either of good quality wood or steel. The steps shall have a minimum width of 450 mm and maximum rise of 300 mm. Suitable hand hold of good quality wood or steel shall be provided and the ladder shall be given an inclination not steeper than 1/ 4 to 1 (1/4 horizontal and 1 vertical).

ii) Scaffolding or staging more than 4 meter above the ground floor, swung or suspended from an overhead support or erected with stationery support shall have a guard rail properly bolted, braced or otherwise secured, at least 1 meter above the floor or platform of such scaffolding or staging.

iii) Working platforms, gangways and stairway shall be so constructed that they do not sag unduly or unequally and if the height of the platform, gangway or stairway is more than 4 n above ground level or floor level, they shall be closely boarded and shall have adequate width and be suitably fence as described in (ii) above.

iv) Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing of railing whose minimum height shall be 1 m.

Wherever there are open excavations in ground, they shall be fenced off by suitable railing and danger signals installed at night so as to prevent persons slipping into the excavations.

v) Safe means of access shall be provided to all working places. Every ladder shall be security fixed. No portable single ladder shall be over 9 m. in length while the width between side rails in rung ladder shall. In no case is less than 290 mm. For ladder up to and including 3 m. in length for longer ladders this width shall be increased at least 20 mm for each additional meter of length.

vi) A sketch of the ladders and scaffolds proposed to be used shall be prepared ana approval of the Engineers obtained prior to construction.

OTHER SAFETY MEASURES

vii) All personnel of the contractor working within the plant site shall be provided with safety helmet. All welders shall wear welding goggles while doing welding work and all metal worker shall be provided with safety gloves. Per sons employed on metal cutting and grinding shall wear safety glasses.

viii) Adequate precautions shall be taken to prevent danger from electrical equipment No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public.

EXCAVATION & TRENCHING

ix) The contractor shall take all measures on the site of the work to protect the public from accidents and shall be bound to bear the expenses of defense of every suit, action or other proceeding at law that may be brought by any persons for injury sustained owing to neglect of the above precautions and to pay any such persons or which ma[^] with the consent of the contractor, be paid be compromise any claim by any such person.

DEMOLITION

x) Before any demolition work is commenced and also during the process of the work;

a) All road and open areas adjacent to the work site shall either to closed or suitably protected.

b) No electric cable of apparatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically charged.

c) All practical steps shall be taken to prevent danger to persons employed from the risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so over-loaded with debris or materials as to render it unsafe.

PERSONAL SAFETY EQUIPMENTS

xi) All necessary personal safety equipment as considered adequate by the Engineer should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take to ensure proper use of equipment by those concerned.

a) Workers employed on mixing asphalted materials. Cement and lime mortars shall be provided with protective footwear and protective goggles.

b) Those engaged in while washing and mixing or stacking of cement bags or materials which is injurious to the eyes shall be provided with protective goggles.

c) Those engaged in welding works shall be provided*, with welder's protective eyesight lids.

d) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.

e) When workers are employed in sewers and Manholes, which are in use, the contractor shall ensure that the Manhole covers are opened and are ventilated at least for an hour before the workers are allowed to get into Manholes and the Manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public.

f) The contractor shall not employ men below the age of 18 years and women on the work of painting with products containing lead in any form. Whenever men above the age of 18 years are employed on the work of lead painting, the following precautions should be taken:

i) No paint containing lead or lead products shall be used except in the form of paste or ready made paint.

ii) Suitable face mask should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scraped.

iii) Overalls shall be supplied by the contractor to the workman and adequate facilities shall be provided to enable the working painters to during the cessation of work.

xii) When the work is done near any public place where there is risk of drawings all necessary equipments should be provided and kept ready for use and all necessary steps taken for prompt rescues of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

AGREEMENT

ARTICLES OF AGREEMENT made the _____ day of _____ between the NIBM PUNE , (hereafter called "The Bank") of the one part and _____ (thereinafter called "the Contractor") of the other part.

WHEREAS The NIBM is desirous of Supply, Installation, Testing and Commissioning 22KV RMU,185 Sqr.MM XLPE HT Cable and 200 KVAR APFC Panel and has caused specifications describing the works to be done.

AND WHEREAS the said specifications, the Schedule of Quantities and drawings have been signed by or on behalf of the parties hereto.

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

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of said Contract Amount to be paid at the times and in the Manner set forth in the said conditions, the Contractor shall upon and subject to the said Conditions execute and complete the work shown upon the said Drawings and described in the said Drawings and described in the said Specifications and the Schedule of Quantities.
2. The NIBM shall pay the Contractor the said Contract Amount, or such other sum as shall become payable, at the times and in the Manner specified in the said conditions.
3. The said Conditions and Appendix thereto shall be read and construed as forming part of this agreement and the parties hereto shall respectively abide by, submit themselves to the said Conditions and perform the agreements on their part respectively in the said Conditions contained.
4. The plans, agreement and documents mentioned herein shall form the basis of this Contract.

5. This Contract is neither a fixed Lump sum Contract nor a Piece work Contract but is a Contract to carry out the above mention electrical work at NIBM 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.
6. The Contractor shall afford every reasonable facility for the carrying out of all works relating to civil works and other ancillary works in the Manner laid down in the said Conditions, and shall make good any damages done to walls, floors etc. after the completion of such works.
7. The NIBM reserves to itself the right of altering the Drawings and nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this contract.
8. **Time** shall be considered as the essence of this Contract with respect to the scope of work of work awarded to the contractor, and the Contractor hereby agrees to commence the work soon after the site is handed over to him or from tenth day after the day of issue of formal works order as provided for in the said Conditions, whichever is later, and to complete the entire work within 47 days, subject nevertheless to the provisions for extension of time.
9. All payments by The NIBM under this Contract will be made only at PUNE.
10. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at PUNE and only Courts in PUNE shall have jurisdiction to determine the same.
11. That the several parts of this Contact have been read by the Contractor and fully understood by the Contractor.

Signature with seal of Authorized signatory of supplier.

Date:

Place:

Signature with seal of authorized officer of NIA Pune.

Date:

Place:

Proforma for Bank Guarantee In Lieu Of Earnest Money Deposit

(To be submitted on non judicial stamp paper of appropriate value purchased in the name of the issuing Bank)

This deed of guarantee made this _____ day of _____ two thousand _____ between _____ (Name of Banker) having its registered office at _____ (place) and one of its local offices at _____ (hereinafter referred to as the Surety), and NIBM PUNE, a Corporation constituted by the Reserve Bank of India Act, 1934, having its Central Office at National Institute of Bank Management, Pune-411048 INDIA.

WHEREAS _____ (Tenderer's name hereinafter referred to as 'Tenderer') a Company registered under _____ and having its registered office at _____ is bound to deposit with the Bank by way of earnest money INR _____ (INR _____ only) in connection with its Tender for Supply, installation, testing and commissioning of 22KV RMU,3CX185 Sqr.MM HT Cable and 200 KVAR APFC panel at NIBM, Pune and the specifications and terms and conditions enclosed therein.

WHEREAS the tenderer as per clause No. _____ Section II of Instructions to tenderers and special conditions has agreed to furnish a Bank Guarantee valid up to _____ instead of deposit of earnest money in cash.

NOW THIS WITNESSETH:

1. That the Surety in consideration of the above Tender made by the Tenderer to the Bank hereby undertakes to guarantee payment on demand without demur to the Bank the said amount of INR _____ (INR _____ only) within one week from the date of receipt of the demand from the Bank on presentation of this deed of guarantee, which the Tenderer is bound to deposit with the Bank by way of earnest money in connection with his Tender.

2. This guarantee shall not be affected by any infirmity or irregularity on the part of the Tenderer or by the dissolution or any change in the constitution of the Bank, Tenderer or the Surety.

3. The Bank shall be eligible to make any claim under this guarantee if the Tenderer after submitting his Tender, rescinds from his offer or modifies the terms and conditions thereof in a Manner not acceptable to the Bank or expresses his unwillingness to accept the order after the Bank has decided to place order with the Tenderer for SITC of 22KV RMU,3CX185 Sqr.MM HT Cable and 200 KVAR APFC panel at NIBM, Pune. The Banks' decision in this regard shall be final and binding.

4. The Surety shall not and cannot revoke this guarantee during its currency except with previous consent of the Bank in writing.

5. Notwithstanding anything contained in the foregoing, the Surety's liability under the guarantee is restricted to INR _____ (INR _____ only).

6. This guarantee shall remain in force and effective up to _____ and shall expire and become ineffective on intimation thereof being given to the Surety by the Bank in which event this guarantee shall stand discharged.

7. The Surety will make the payment pursuant to the demand notice issued by the Bank, notwithstanding any dispute that may exist or arise between the Tenderer and the Bank or any other person.

8. Any forbearance, act or omission on the part of the Bank in enforcing any of the conditions of the said tender or showing of any indulgence by the Bank to the tenderer shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged only on the intimation thereof being given to the Surety by the Bank.

9. Notwithstanding anything contained hereinabove, unless a demand or claim under this guarantee is made on the Surety in writing on or before _____, the Surety shall be discharged from all liabilities under guarantee thereafter.

10. The Surety has the power to issue this guarantee under its Memorandum and Articles of Association and the person who is hereby executing this deed has the necessary powers to do so under the Power of Attorney granted to him by the Surety.

SIGNED AND DELIVERED For and on behalf of
For and on behalf of above named Bank. (Banker's Name and Seal)
Branch Manager
(Banker's seal)

(SAMPLE)

DECLARATION

(To be filled by the selected contractor)

Director
National Institute of Bank Management
Kondhwe Khurd
Pune – 411 048

Dear Sir

**Sub: Tender for SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF
22 KV H.T. CABLE, 22 KV RING MAIN UNIT AND 200 KVAR APFC PANEL ON
TURNKEY BASIS at NIBM Campus, Pune**

With reference to the tender invited by you for the above work, I/We do hereby offer to perform, provide, execute and complete the works in conformity with the specifications, bill of quantities, scope and responsibilities of work, conditions of contract etc. I/We have satisfied myself/ ourselves as to the location of the site, examined the details about scope and responsibilities and read the conditions of contract, bill of quantities, specifications etc.

Should this tender be accepted, I/We hereby agree to abide by and fulfill the terms and conditions of the contract annexed herewith and / or default thereof to forfeit and pay NIBM the amount mentioned in the said conditions.

I/We understand that you are not bound to accept the lowest or any tender you may receive.

Yours faithfully

Stamp & Signature of the Tenderer

Address :

<u>LIST OF APPROVED MANUFACTURERS FOR ELECTRICAL WORKS</u>		
S.N.	MATERIALS	APPROVED MAINUFACTURERS
1	Moulded Case Circuit Breaker (MCCB)	Legrand/L & T/Siemens/Schneider
2	Ring Main Unit (RMU)	L & T/ Siemens/ABB/C&S/CG
3	Contactors	L & T/ Siemens/Schneider/ABB
4	Meters	L & T/ IMP/HPL
5	HT and LT cable	Finolex/Havells/ Polycab
6	Cable Termination GLANDS	Dowells/Comet/ Siemens
7	Cable Tray	Profab/Asian Ancillary Corporation/ Metalemmas
8	Conduit Steel / PVC	Precision
9	Wires	FINOLEX/RR KABLE/HAVELLS/POLICAB
10	Modular Switches & Sockets	Legrand MDS/MK INDIA/GM/PHILIPS
11	Distribution Board, MCB & ELMCB	Legrand/SIEMENS/HAGER/EATON/Schneider/ HPL (Moller)
12	Capacitor Bank	L & T /EPCOS
13	CTs, PTs	AE/IMP/PRECISE/ RISHABH/KAPPA
14	LUGS	DOWELL/3D/BRACO
15	Tubes,	Philips/OSRAM
16	Fans	CG/Havells/Almonard/orient
17	Exhaust Fan	CG/HAVELLS/Almonard
18	Speakers	BOSCH/AHUJA/PHILIPS
19	Amplifier	BOSCH/AHUJA/PHILIPS
20	RELAY	L&T/BELUK/SYNTRON/AE/ALSTOM
21	ENERGY METERS	ENERCON/AE/MECO/ SCHNEIDER
22	Heat shrinkable indoor termination kit for 22 kV (E) XLPE HT	3M

NATIONAL INSTITUTE OF BANK MANAGEMENT PUNE					
SCHEDULE OF QUANTITIES FOR ELECTRICAL WORK					
Sr. No.	Particulars	Unit	Quantity	Unit Rate in Rs.	Amount in Rs.
A	Supply Of Material				
1	Supply of 22 KV, 3CX185 Sqr.mm XLPE Insulated Aluminum Conductor armoured HT Cable.	Mtr.	388		
2	Supply of RMU Outdoor 22KV 630A SF6 encapsulated VCB 5 panel board consisting of 2 I/C SF6 isolator & 3 nos. of SF6 encapsulated VCB with 3 O/C+E/F self-powered with relay , (Motarizised).	Set	1		
3	Supply and installation of Heat shrinkable indoor termination kit for 22 kV (E) XLPE HT including Clamping / Supporting pole, termination suitable for 22KV, 3C x 185 sq.mm. XLPE insulated and armoured cable.	Nos.	8		
4	Supply, Installation, Testing & Commissioning of cubical type SCR based 200KVAR APFC panel (floor mounted) conforming to technical specifications mentioned in tender Part-I including supply, fixing of TPN MCBs & MCCB etc with required sizes Copper tinned main bus bars of interconnected (with flexible copper leads only) to all capacitors and cable terminations etc.	Set.	1		
5	Supply of Main Distribution MCCB Panel with 1 Nos. of 800 Amp MCCB in Incomer Side and 02 Nos. of 400 Amp MCCB in Outgoing Side with required size of Cu-Bus Bar (800 Amp) and Multi-function Meter with LED.	Set.	1		
6	Supply of 3.5CX300 Sqr.mm XLPE Insulated Aluminum Conductor armoured LT Cable.	Mtr.	30		
7	Supply and Installation of 400 Amp MCCB in Old Panel.	Nos.	1		
8	Supply and Installation of 50 KVAR Heavy Duty Fixed Capacitor Bank with 250 Amp MCCB for 500KVA Power Transformer.	Set.	1		
9	Supplying & Installation of Galvanised Iron Maintenance Free Earthing I.S. 3043 with necessary length of G.I. earth Strip 50 x 6 mm bolted with the plate and covered in 50 mm. dia. G.I. pipe 3 mtr. Long Internal Strip Size (32mmx40mm) complete duly tested by earth tester and recording the results.(Bore Type).	Set.	4		
10	Supply and Installation of Galvanised Iron Cable Tray For Termination of APFC Panel Size (200X50MM).	Mtr.	15		
11	Supply of 1.5 Sqr.mm, two core Flexible control cable for APFC Panel	Mtr.	90		

12	Supply of GI strip with Size (25x3MM) for earthing of APFC and Main MCCB Panel.	Mtr.	30		
13	Sundries such as jumpers, Paints & Minor Fabrication, binding tape & Wire, earthing	LS	1		
Total Cost of Supply of Material (A)					
B	Labour Charges For Installation, Commissioning & Testing of Electrical System				
1	Excavation of Trench of Dimension 1X0.6 m in hard murum and Laying of 22KV, 3CX185 sqr.mm H.T. Cable with sand and 6" dai Half Round RCC Pipe & full round pipe for road crossing protection and back filling with Complete Job.	Mtr.	388		
2	Construction of Shed for RMU of size 6MX6MX5.5M (LXBXH) by using Channels ISMC 75 and Angle 50X50X5mm and covering with 0.5mm Pre-coated Sheet on top and steel mesh on three sides and front will be fitted with MS open able gate.	Job.	1		
3	Flooring of the Shed size 6MX6M(LXB) up to a depth of 1.0M with hard murrum and PCC up to a depth of 150mm along with Cable Trench of size 6MX0.75MX1.0M (LXBXH) duly finished.	Job.	1		
4	Dismantling of 180 KVA AMF Panel, Change Over switch's Panel and shifted to scrap yard.	Job.	1		
5	Co-ordination with MSEDCL & Electrical Inspector for Taking Approval Execution & EI Permission of All Electrical Installation.	Job.	1		
6	Removing of existing Four Pole Structure and shifting to around 200Mter. Under NIBM Premises.	Job.	1		
Total Cost of Labour Charges for Installation, Commissioning & Testing of Electrical System (B)					
Grand Total – (A+ B)					
Amount in words:					