TENDER DOCUMENT



SBI INFRA MANAGEMENT SOLUTIONS PVT LTD (WHOLLY OWNED SUBSIDIARY OF SBI)

INVITES TENDERS ON BEHALF OF SBI LHO, THIRUVANANTHAPURAM

IN A TWO BID SYSTEM

FOR

AIRCONDITIONING WORKS OF SBI VALAYANCHIRANGARA BRANCH IN NEW PREMISES

<u>RETENDERING</u>

(Those who have already submitted their tender need not respond again. Their tenders will be valid)

Last date for submission of Tender: 3.00P.M. (IST) on 10.10.2019.

Opening of Tenders: 4 : 00PM. (IST) on 10/10/ 2019

Approved Manufactureres listed on page no.27 of this tender document OR their Authorised dealers having Service Centre in Ernakulam and /other district of Kerala are only eligible to quote (Proof of the same should be submitted along this)

> The Assistant General Manager, SBI Infra Management Solutions Pvt. Ltd. 4th Floor, SBI LHO Building, Poojappura, Thiruvananthapuram– 695012

NOTICE INVITING TENDER (NIT): THI201908005

Tenders are invited from airconditioning manufacturers OR their dealers of approved brand for AIRCONDITIONING WORKS OF SBI VALAYANCHIRANGARA BRANCH IN NEW PREMISES by State Bank of India Infra Management Solutions Pvt. Ltd., (SBIIMS)

1	Estimated cost of work:	Rs.2,93,802/- (Estimate value is inclusive of GST)
2	Time of Completion:	30 DAYS.
3	Date of download of tender documents from Bank's web site <u>http://www.sbi.co.in</u> under "procurement news".	
4	Last date and time for submission of tender.	Date: 10/10/2019 by 3:00 pm
5	Earnest Money Deposit. (EMD)	Rs. 2,900/- (Rupees Two Thousand Nine Hundred Only) in the form of DD in favor of 'Assistant General Manager, SBI Infra Management Solutions Pvt Ltd, Thiruvananthapuram.'
6	Tender fees	Rs.1,000/- through SBI e-collect. The procedure for remitting the tender fees is detailed in Annexure – I. Copy of the generated receipt with reference number shall be enclosed with the tender.
7	EMD, Tender Fees & technical details (Technical Bid) and Price Bid (in Bill Of Quantities) to be submitted at:	EMD, Tender Fees & Technical details of the product (in Technical Bid) and Price Bid (in BOQ) should be submitted physically (OFFLINE) at SBI Infra Management Solutions Pvt. Ltd. Office, 4th Floor, SBI LHO Building, Poojappura, Thiruvananthapuram – 695012 along with the tender Contact: Manager (Electrical), AO Ernakulam 9447515566
8	Date and Time of opening Tenders: (Technical Bid & Price bid)	Date: 10/10/2019 at 4.00 P.M. (IST) at above office address at Poojappura, Thiruvananthapuram. Bids of those firms / contractors who do not submit EMD and Tender fees shall be rejected. Representatives of Bidder may be present during opening of Bids. However Bids would be opened even in the absence of any or all the bidder's representatives. Price bids (Bill Of Quantities) of technically qualified vendors will be opened on the same day. Bidders should submit their bids in the standard

		format of Bill Of Quantities (BOQ) attached.
9	Bidder Contact Details.	Bidder to provide following information.
		1) Name of Company.
		2) Contact Person.
		3) Mailing address with Pin Code.
		4) Telephone number and Fax number.
		5) Mobile Number and E-MAIL.
10	Minimum value of work to be	Request for interim payment will not be accepted.
	executed for issue of interim	Payment shall be made only after satisfactory
	certificate for payment	commissioning of the airconditioners
11	For any clarifications and	
	drawings contact	Mob: 9447515566

The SBIIMS reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.

INSTRUCTIONS TO CONTRACTORS.

1. This tender is for the AIRCONDITIONING WORKS OF SBI VALAYANCHIRANGARA BRANCH IN NEW PREMISES

In their own interest the contractors are advised to use their own specific seals and desist from using currency coins for the purpose. Tenders with incomplete or broken seals are liable to be rejected, the matter solely resting at the discretion of the SBIIMS. If a Contractor does not quote for one or more items, the Tender will be considered as incomplete and will be rejected.

2. SBIIMS reserve to itself the right to accept or reject any tender without assigning any reason for doing so and does not bind itself to accept the lowest or any other tender.

3. General Specifications are for guidance only. The latest ISI codes and Specifications and mode of measurements will be referred to during execution.

4. Employer or Client shall mean Assistant General Manager, State Bank of India Infra Management Solutions Pvt. Ltd., Thiruvananthapuram and / or Regional Manager, SBI -RBO- IV , Muvattupuzha.

5. The tender is to be submitted in sealed cover super scribed as "AIRCONDITIONING WORKS OF SBI VALAYANCHIRANGARA BRANCH IN NEW PREMISES" and containing the tenderer's EMD (in the form of a Demand Draft), Tender cost, Technical bid and supporting documents in Cover – I and Price bid as per BOQ format in Cover - II. All pages should be properly tied and tagged in its order for easy identification during scrutiny. Full address with phone no. of the tender should be written on the sealed covers.

6.All pages should be signed and sealed by the tenderer. No deviations from the tender are acceptable.

7. Bills of quantities in respect of each work and a specification accompany this tender notice. The tenderers must use only the form issued by the SBIIMS to provide the price bid. The Bills of quantities are liable to alternations by omission, deduction or addition at the discretion of the SBIIMS.

8. Income tax (PAN) and GST registration certificate to be enclosed.

9. On the date specified for opening of Tender, Technical Bids will be opened first and after scrutiny of technical bids, price bids (BOQ) of qualified tenderers will be opened on the same day.

Please read the 'INSTRUCTIONS TO TENDERERS' thoroughly before submitting the Tenders. Also note to verify the Bank web-site under 'PROCUREMENT NEWS' before the last date and confirm that 'CORRIGENDA' to the Tender Notices issued (if any) has been read and / or complied with.

1. TENDER FORM

PROJECT : AIRCONDITIONING WORKS OF SBI VALAYANCHIRANGARA BRANCH IN NEW PREMISES

Dear Sirs,

I/We the undersigned have carefully gone through and clearly understood after visiting the site and the Tender drawings and tender documents comprising of the tender form, Notice to contractors, and conditions for building contract, Special Conditions, Specifications and Schedule of Probable quantities (BOQ) and Draft Agreement prepared by SBIIMS.

I/We do hereby undertake to execute and complete the whole or part of the work (as desired by you) at the respective rates which/I/We have quoted for the respective items of the Probable Bill of Quantities.

I/We are depositing as Earnest Money a sum of Rs. 2,900/- (Rupees Two Thousand Nine Hundred Only) in favor of The 'Assistant General Manager, SBI Infra Management Solutions Pvt Ltd, Thiruvananthapuram. ' along with this tender for due execution of the work at my/our tendered rates together with any variations which shall be adjusted by the SBIIMS at prices based on our tendered rates. I/We shall deposit further sum equivalent to 2% of tender amount, less EMD paid in the event of my/our tender being accepted, towards initial security deposit.

In the event of this Tender being accepted I/We agree to enter into an agreement as and when required and execute the contract according to your form of Agreement, within 15 days of receipt of work order, in default thereof, I/We do hereby bind my-self/ourselves to forfeit the aforesaid Earnest Money deposit.

I/We further agree to complete the work covered in the said schedule of quantities within 30**days** from the 3rd day reckoned from the date of issue of the work order to commence the work or on which contractor is instructed to take possession of the site, whichever is later.

I/We agree not to employ Sub-contractors other than those that may be specifically approved by your SBIIMS for this contract work.

I/We agree to and to get the work, workers, employees (of contractor, SBIIMS & Employer) engaged on the work at site and all materials at site for execution of the work shall be insured comprehensive insurance including fire/accidents/ rain/ floods/riots/CAR policy (contractor's all risk insurance policy) and the insurance shall cover the period from date of start of work to date of actual completion of work plus 3 months. In case part work is taken over by the Employer before final completion of the whole work, such parts may not be covered by the insurance from the date of taking over that part of work by the Employer. Draft Insurance deed will be got vetted by the SBIIMS, before obtaining the same. All the rates quoted by me/ us are inclusive of the same in full and nothing extra shall be claimed anytime on account of any of these.

I/We agree to pay Income tax, to be deducted at source, at the rate prevailing from time to time on the Gross value of the work done, and the rates quoted by me/we are inclusive of same.

Yours faithfully,

Contractor's Signature

Address:

Date:

2. NOTICE TO CONTRACTOR

PROJECT: AIRCONDITIONING WORKS OF SBI VALAYANCHIRANGARA BRANCH IN NEW PREMISES

Dear Sirs,

- 1. On behalf of our clients, **M/s SBI, Regional Business Office IV**, **Muvattupuzha** have pleasure in inviting you to tender for the aforesaid work.
- 2. The tenderer must obtain for himself, on his own responsibility and at his own expenses, all the information which may be necessary for the purpose of filling this tender and for entering into a contract for the execution of the same and must examine the drawings and inspect the site of the work and acquaint himself with all local conditions and matters pertaining thereto.
- 5. Each of the tender documents page is required to be signed by the person or persons submitting the tender in token of his/their having acquainted himself/themselves with the General conditions etc., as laid down. Any tender with any of the documents not so signed will be rejected.
- 6. The tender documents must be filled in English and all the entries must be made by hand and written in ink/ball pen. If any of the documents are missing or un-signed, the tender shall be considered invalid.
- 7. Each and every one of all erasures and additions/alterations made, while filling the tender, must be attested by initials of the tenderer. Overwriting of figures is not permitted. Failure to comply with either of these conditions will render the tender void. After submission of the tender no advice or any change in rate or conditions will be entertained. All the rates should be quoted both in figures and words. In-case of any discrepancy in rates quoted in words/figures and the amounts, the rate quoted in words shall be taken as final and binding.
- 8. The tender shall be valid for a period of 90 days from the date of opening.
- 9 TOTAL SECURITY DEPOSIT: shall comprise of:
 - a. Initial Security deposit
 - b. Retention money
- 9.1 The intending tenderer shall deposit with SBIIMS Thiruvananthapuram , by Demand Draft a sum of Rs.2,900- (Rupees Two Thousand Nine Hundred Only) as the Earnest Money, as a guarantee of good faith, which amount shall be forfeited as liquidated damages, in the event of any evasive/direct refusal or delay in starting the work and or signing the contract. The deposit of the unsuccessful tenderers will be returned, without interest, immediately after a decision is taken regarding the award of the contract. The

Earnest money of the successful tenderer will be adjusted towards Security Deposit. A tender not accompanied by Earnest money deposit will not be considered.

- 9.2 The successful tenderer will have to pay further sum equivalent to 2% of his contract value, as initial Security Deposit (ISD) by means of a DD/Banker's cheque in favour of 'Regional Manager, SBI, RBO IV, Muvattupuzha' within <u>14 days from the date of issue of work order to commence work. On submission of ISD, EMD shall be released to the successful bidder. Iinitial Security Deposit thus paid shall be held by the State Bank of India as Security deposit, for due execution and fulfillment of the contract, till the completion of the work and defect liability period in all respects and shall not bear any interest.</u>
- 9.3 Together with the money paid under above clause, further retention of 10% of the value of the work done will be deducted from every running bill, till total retention, including Initial SD paid earlier, comes to 5% of the contract value, and same shall be held by the Bank as Total Security Deposit. On the SBIIMS certifying the completion of work, 50% of the total security deposit shall be released to the contractor along with the final certificate of payment, and the balance amount will be retained in the manner stated elsewhere for a further period of twelve months after the completion date recorded in completion certificate, issued by SBIIMS.
- 10. Within one seven days of the receipt of intimation from the SBIIMS of the acceptance of his/their tender, the successful tenderer shall be bound to sign an agreement, on a stamp paper in accordance with the Draft Agreement and conditions of contract attached herewith, but the work order or the written acceptance of a tender by the SBIIMS will constitute a binding agreement between the SBI and the person tendering whether such formal contract is or not signed by the contractor.
- 11. All compensation or other sums of money payable by the contractors to the clients, under the terms of this contract, may be deducted from the Security Deposit or from any sum that may be or may become due to the contractor on any account whatsoever, and in the event of the Security deposit being reduced by reasons of any such deductions, the contractor shall within 15 days of being asked to do so make good in cash or cheque, any sum which have been deducted from his security deposit.
- 12. The rates quoted by the Contractor shall include all eventualities, such as heavy rain, sudden floods, accidents, fire, riots etc., which may cause damage to the executed work or which may totally wash out the work. Until the completion certificate is issued to the Contractors, neither the SBIIMS nor the clients will be responsible for such damage or wash out of the construction work.
- 13. Time is the essence of the contract. The work should be completed <u>within 30 days</u> from the date of commencement. The date of commencement shall be within ONE day after confirmation.
- 14. If the contractor fails to complete the work by the Scheduled date of completion or within any sanctioned extended time, he will have to pay liquidated damages at the rate

of $\frac{1}{2}$ % of contract amount for each week of delay the work remains incomplete beyond the completion (Original/extended date), subject to maximum of 5% of the contract value (without extra items) as per clause 31 of the General conditions of contract.

- 15. The quantities contained in the Schedule are only indicative. The work as actually carried out and done will be measured up from time to time, for which payment will be made subject to the terms and conditions of contract.
- 16. The unit prices shall be deemed to be fixed prices. In case of extra items, a record of labour charges paid shall be maintained and shall be presented every month for extra/substituted items regularly to the SBIIMS for checking. The settlement will be made based on figures arrived at jointly and taking into account unit prices of items of work mentioned in the contract assigned to the successful tenderers. In case, of extra items, where similar or comparable items are quoted in the tender, extra rates shall invariably be based on those tender rates to the extent reasonable. In case of extra items where similar items are not available in the tender, the rates for such items shall be derived as per CPWD analysis with taxes as applicable.
- 17. Our clients/ SBIIMS, do not bind themselves to accept the lowest or any tender and reserve to themselves the right to accept or reject any or all tenders, either in whole or in part, without assigning any reason whatsoever for doing so.
- 18. No employee of the bank or SBIIMS is allowed to work as a contractor for a period of two years of his retirement from bank service, without the previous permission of the bank or SBIIMS. This contract is liable to be cancelled, if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the bank or SBIIMS as aforesaid before submission of the tender or engagement in the contractor's service.
- 19. The tenderer, apart from being a competent contractor must associate himself with agencies of the appropriate class who are eligible to tender for (1) Electrical works (2) Fire fighting systems & (3) Interiors (fixed furniture), as the case maybe.
- 20. Release of security deposit:
 - i) 50% of the total security deposit will be released along with the final certificate of payments as stipulated under para 9 on page 12 of Volume I, Appendix to General Conditions of contract,
 - ii) Balance 50% of total security deposit will also be released as noted under(i) above, subject to submission of a Bank Guarantee, to the satisfaction of SBI for an equivalent amount. This Bank Guarantee shall be valid upto completion of defects/removal liability period plus 3 months. The bank guarantee shall be released after completion of defect liability period provided that there is no defects noticed in the work during defects liability period or defects if any is rectified by the contractor to the entire satisfaction of SBIIMS.

3. ARTICLES OF AGREEMENT

day of 2019 between Asst. ARTICLES OF AGREEMENT made the General Manager, State Bank Of India, Regional Business Office-IV, Muvattupuzha(hereinafter called "Employer") part the the one of and _ (hereinafter called "The Contractor") of the other part, where as the Employer is desirous of getting the work of "AIRCONDITIONING WORKS OF SBI VALAYANCHIRANGARA BRANCH IN NEW PREMISES " executed and has caused drawings, conditions of contract, specifications and schedule of quantities etc., describing the works prepared by SBI Infra Management Solutions Pvt Ltd, Thiruvananthapuram and WHEREAS the SAID DRAWINGS numbered as per list attached inclusive of and the conditions of contract, specifications and schedule of quantities etc., have been signed by or on behalf of the parties hereto.

AND WHEREAS THE CONTRACTOR has agreed to execute upon and subject to the conditions set forth in the Schedule hereto (hereinafter referred to as "Said Conditions") the works shown upon the said drawings and described in the same specifications and included in the said schedule of quantities for such sum as may be ascertained to be payable in terms of the Bills of Quantities, and which sum is to be estimated Rs. (hereinafter referred to as (Rupees_ "Said Contract Amount").

NOW IT IS HEREBY AGREED AS FOLLOWS:

- 1. In consideration of the said sum 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 in the said drawings and described in the said specifications.
- 2. The SBI shall pay the contractor the said sum or such sums as shall become payable hereunder at the times and in the manner specified in the said conditions.
- 3. Tender documents containing work order Notice to the Contractor, Conditions of Contract, Appendix thereto, Special Conditions of Contract, Specifications and Schedule of Quantities with the rates entered therein, shall be read and studied as forming part of this agreement and the parties hereto shall respectively abide by and submit themselves to the conditions and stipulations and perform the agreement on their part respectively in such conditions contained.
- 4. The contract is neither a fixed lumpsum contract or a piece work contract, but is a contract to carry out work in respect of the entire works to be paid for according to actual measured quantities, including variations from BOQ at the rates contained in the Schedule of rates and Probable bill of quantities or as provided in the said conditions.
- 5. The Employer through the SBIIMS, reserves to himself the right of altering the drawings and natures of the work, of adding/substitution to or omitting any items of work or having portions of the same carried out through alternate agencies without prejudice to this contract.

- 6. Time shall be considered a the essence of this agreement and the contractor hereby agrees to commence the work soon after the site is handed over to him but within 3 days reckoned from the date of issue of work order to execute the work, as provided for in the said conditions and complete the entire work in **30 days** subject to nevertheless to the provisions for extension of time.
- 7. This agreement and contract shall be deemed to have been made in Thiruvananthapuram and any questions or dispute rising out of or in any way connected with this Agreement and Contract shall be deemed to have arisen in Thiruvananthapuram and only the courts in Thiruvananthapuram shall have jurisdiction to determine the same. The limitation period will be 90 days from the date of dispute having arisen.

AS WITNESS our hand this _____ day of _____ 2019

Signed by the said in the presence of:

WITNESS: SIGNATURE

NAME :

ADDRESS :

EMPLOYER

WITNESS : SIGNATURE

NAME :

ADDRESS :

4. APPENDIX TO GENERAL CONDITIONS OF CONTRACT

1.	Earnest Money Deposit (EMD)	:	Rs. 2,900/-
2. 3. 4.	Initial Security Deposit (ISD) Period of completion Defects Liability period	: : :	 2% of contract value including EMD. 3<mark>0 DAYS</mark> 12 months after completion as recorded in the completion certificate.
5.	Minimum value of work to be Executed for issue of interim Certificates for making payment	:	no interim payment
6.a)	Retention money from each bill	:	10% of gross value of each interim bill, as mentioned above.
b)	Total retention money including Earnest money and initial security Deposit	:	5% of the contract value.
7.	Release of Security deposit after Virtual completion.	:	50% of the total security to be released along with final certificate of payment, but only after removing all his materials, equipment, labour, huts/force, temporary sheds/stores, all his installations, machinery etc., from the site. Balance payment to be released on submission of Bank Guarantee on any Scheduled Bank, Other than SBI, in the prescribed manner and valid till the completion of defects liability period of 12 months plus 3 months as per clause no 20.
8.	Period for honouring certificate	:	15 working days from date of SBIIMS certificate of payment for interim bills and 20 working days for final certificate from the date of SBIIMS certificate after payment against final bills.
WITN	VESS :		

DATE : SIGNATURE OF THE CONTRACTOR WITH DATE

SPECIAL CONDITIONS OF CONTRACT

- 1. Contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause of the delays may be, including delays arising out of modifications to the work entrusted to him or in any subcontract connected there with or delays in awarding contracts for other trades of the project or in commencement or completion of such works in obtaining water and power connections for construction purpose or for any other reason what so ever and the Employer shall not be liable for any claim in respect thereof. The Employer does not accept liabilities for any sum besides the tender amount, subject to such variations as are provided for herein.
- 2. The successful tenderer is bound to carry out any items of work necessary for completion of the job if such instructions in respect of such additional items and their quantities will be issued in writing by the SBIIMs with the prior consent in writing of the Employer.
- 3. The contractor must bear in mind that the work shall be carried out strictly in accordance with specifications and instructions of the Employer/SBIIMS.
- 4. The rates quoted in tender shall also include electric consumption charges for power. If no power is available at site the contractor shall have to make his own arrangement to obtain power connection and maintain at his expense an efficient service of electric light and power and shall pay for the electricity consumed. The Employer shall give all possible assistance to the contractor to obtain the requisite permission from the various authorities, but the responsibility for obtaining the same shall be that of contractor.
- 5. Contractor shall strictly comply with the provisions of safety code in addition to all local rules and regulations.
- 6. The contractor shall be responsible for the observance of all rules and regulations framed by the government under the contract labour act. The Employer shall be entitled to deduct all losses, damages that he might suffer on account of non-observance of these rules by the contractor, from the amount payable to the contractor.
- 7. Time shall be considered the essence of this contract. The entire work must be completed as given in NIT. If the completion of the work is delayed a penalty at the rate of $\frac{1}{2}$ % per week over the contract value will be imposed subjected to a maximum of 5%.

If the work is delayed beyond 10 weeks after the scheduled date of completion, the remaining work will be carried out through other agencies at the risk and cost of the contractors under the contract with prevailing market rates.

8. The successful tenderer shall submit the phased program of execution of different items of work within a week after receipt of acceptance letter.

- 9. Payment will be made subjected to a minimum value as stated in the NIT and will be made within a period of TWO weeks after the bill is submitted to the Employer's Office with SBIIMS Certificate.
- 10. Before filling in the tender the contractor will check all the drawings and schedule of quantities and will get an immediate clarification from SBIIMS on item not clearly understood. No claims for any loss or compensation will be entertained on this account.
- 11. All the work shall be carried out as per detail drawings and specifications or as directed by SBIIMS.
- 12. The rates quoted in the tender shall be for the finished items of work They shall include all the charges labour, materials, transportation of material equipment, double scaffolding water and electric charges, tool and plants, marking out and cleaning of site, to do all things necessary to provide complete finished item for work consistent with the specifications attached to this tender document. The rates shall be inclusive of octroi duty, excise duty, packing and forwarding, loading or unloading or any other duties ,GST or fees levied by any government, public or local bodies. The rates shall be firm and shall not be subject to exchange variations, labour conditions or any other conditions whatsoever.
- 13. The calculations made by the tenderer should be based upon the probable quantities of the several items of work which are furnished for the tenderer's convenience in the schedule of quantities ,but it must be clearly understood that the contract is not a lumpsum contract , that neither the probable quantities nor the value of individual items nor the aggregate value of the entire tender will form part of the contract and that SBIIMS do not in any way assure the tenderer or guarantee that the work would correspond there to.
- 14. Adequate engineering and technical staff to be appointed at site. ELECTRICAL contractor should inform of their number and qualification. An Approval of SBIIMS should be taken prior to appointing such technical staff on site.
- 15. The contractor shall keep the tender submitted by him open for acceptance for a minimum period of three months from the date of it's submission .When once the tender is accepted the rates quoted by the successful tenderer shall be firm and the variation in rates of any one or all the items on any account shall not be allowed during the entire duration of the contract
- 16. During the execution of work, contractor must check the work with his drawings .The contractor shall be responsible for all the errors in this connection and shall have to rectify all the defects at his own cost, failing which the client reserves the right to get the same rectified at the risk and cost of contractor.
- 17. No claim for extra item or deviation from specification shall be entertained unless the same is pointed out and accepted as such before the work is taken in hand or within 15 days of work by the successful tenderer.

- 18. The contractor shall comply with all bye- laws and tax regulations (including GST) of local and other statutory authorities having jurisdiction over the works and shall be responsible for the payment of all the fees and other charges and for giving and receiving of all necessary notices drawings and test certificates.
- 19. The successful tenders shall properly safeguard against damage or injury to the public and to any property or thing and shall alone be responsible for any such damage and injury to any person or persons or thing arising in connection with it's execution of work .The successful tenderer shall protect and hold harmless the SBIIMS against any or all claims for any such injury or damage.
- 20. The work in every respect during the progress and till final acceptance by the SBIIMS, including raw materials delivered at the site to be incorporated or used in ELECTRICAL work by the successful tenderer will be at his own risk. Any loss or damage to any such material or work shall immediately be replaced by the successful tenderer at his own expense.
- 21. The SBIIMS shall have the right to direct the contractor to purchase and use the materials from any source for proper execution of work.
- 22. The employer / SBIIMS or their authorized representatives shall have full power for inspecting the contractor's works or at any place from which the material is obtained. Acceptances of any such materials shall no way relieve the contractor of his responsibility for meeting the requirements and /or analysis not called for in the specifications shall be borne by the SBIIMS in case the material or work is found defective or of inferior quality. Tests and /or analysis shall be done in the laboratory approved by the client and the contractor shall permit SBIIMS and or the client's or their authorized representative to be present during any of the tests and /or analysis.

23. INSURANCE

The contractor shall indemnify SBIIMS up to CAR Policy (Contractor's All Risk Policy) against all claim which may be made against SBIIMS by any member of the public or the third party in respect of anything which may arise in consequence thereof and shall at his own expense arrange to effect and maintain up to one month after the virtual completion from an office approved by SBIIMS a policy of insurance in the joint names and deposit such policy or policies with SBIIMS from time to time during the currency of this contract. The contractor shall also indemnify SBIIMS against all claims which may be made upon the SBIIMS under the workman's compensation act or any other statute in force during the currency of this contract or at common law in respect of any employee of the contractor or any sub contractor and shall at his own expenses effect and maintain upto one month after virtual completion of the contract from an office approved by SBIIMS a policy of the contract from an office approved by SBIIMS and the contractor as aforesaid. The contractor shall be responsible for any other thing which may exclude from the insurance policies above referred to and also for any other

damage to any property arising out of and incidental to the negligent or defective carrying out of this contract.

He shall also indemnify SBIIMS in respect of any costs, charges or expenses arising out of any claim or proceedings and also in respect of any award of compensation or damage arising therefrom. SBIIMS shall be at liberty and is hereby empowered to deduct the amount of any damages, compensation caused, charges and expenses arising or occurring from or in respect of any such claims or damages from any sum or sums due or to become due to the contractor.

24. WORKMAN AT SITE:

The contractor's workpeople shall not be allowed to live on the site at any time throughout the contract nor to trespass beyond the limits of the site. The contractor will be held responsible for any acts of trespass by his workpeople.

25. DIMENSIONS:

Figures dimensions are to be taken in preference to scaled dimensions in all cases. Before commencing any work the contractor shall verify all measurements. If any discrepancies are found they shall immediately be brought to the notice of the SBIIMs.

26. DISCREPANCIES

All the items shown on the drawings or specifications are taken to be included in both. Any discrepancies, which occur in either the drawings or specifications, shall immediately be brought to the attention of the SBIIMs.

27. CUTTING AND MAKING GOOD

Where it is found necessary to interfere with finished work in order to execute this contract, the contractor will be required to do all necessary work at his expenses. Only approved hangers and bolts or other metal fixing devices shall be used to secure frames panels and other units in position. Wooden plugs will not be permitted .Holes shall be formed with electric drills whenever possible. Structural members shall not be cut or drilled without prior consent of the client.

28. MAINTENANCE AND GUARANTEE

The whole of the work to be performed under this contract shall be completed to the satisfaction of the SBIIMS and EMPLOYER.

The contractor without additional charge to SBIIMS renew or replaces any works which prove faulty from workmanship or materials and fully maintain the whole installations for a period of 6 months after the commencement of defects liability period of the main contract and a sum of 5% of the contract amount shall be retained by SBIIMS for his period.

29. PREVENTION OF SPOIL DUMPING

The contractor shall take all reasonable steps to prevent spoil, rubbish, debris surplus materials etc., arising from a work being dumped on an area other than a recognized or approved tipping area and the Contractor will be held responsible for and shall indemnify SBIIMS against any claim or loss arising therefrom.

30. LEAVE PERFECT:

The Contractor shall remove all rubbish and superfluous material from the site of the works with all reasonable speed from time to time and at completion. On no account shall W.C' S or the SBIIMS's receptacles to be used for this purpose.

The client reserves its right to clear contractors un cleared debris at contractors own cost without any reasons & not more than one notice will be given for this.

31. SETTLEMENT OF DISPUTES AND ARBITRATION:

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

(a) If the contractor considers that he is entitled to any extra payment or compensation in respect of the works over and above the amounts admitted as payable by the SBIIMS or in case the contractor wants to dispute the validity of any deductions or recoveries made or proposed to be made from the contract or raise any dispute, the contractor shall forthwith give notice in writing of his claim, or dispute to The Assistant General Manager, SBI Infra Management Solutions Pvt. Ltd., Circle Office, 4th Floor, State Bank of India, LHO Building, Poojappura, Thiruvananthapuram – 695012 and endorse a copy of the same to the SBIIMS, within 30 days from the date of disallowance thereof or the date of deduction or recovery. The said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount claimed and the contractor shall not be entitled to raise any claim nor shall the bank be in any way liable in respect of any claim by the contractor unless notice of such claim have been given by the Contractor The Assistant General Manager, SBI Infra Management Solutions Pvt. Ltd., Circle Office, 4th Floor, State Bank of India, LHO Building, Poojappura, Thiruvananthapuram - 695012 in the manner and within the time as aforesaid. The contractor shall be deemed to have waived and extinguished all his rights in respect of any claim not notified to The Assistant General Manager, SBI Infra Management Solutions Pvt. Ltd., Circle Office, 4th Floor, State Bank of India, LHO Building,

Poojappura, Thiruvananthapuram – 695012 in writing in the manner and within the time aforesaid.

- (b) The Assistant General Manager, SBI Infra Management Solutions Pvt. Ltd., Circle Office, 4th Floor, State Bank of India, LHO Building, Poojappura, Thiruvananthapuram 695012 shall give his decision in writing on the claims notified by the contractor. The contractor may within 30 days of the receipt of the decision of The Assistant General Manager, SBI Infra Management Solutions Pvt. Ltd, 4th Floor, State Bank of India, LHO Building, Poojappura, Thiruvananthapuram 695012 submit his claims to the conciliating authority namely the Circle Development Officer, State Bank of India, Local Head Office, Thiruvananthapuram for conciliation along with all details and copies of correspondence exchanged between him and The Assistant General Manager, SBI Infra Management Solutions Pvt. Ltd., 4th Floor, State Bank of India, LHO Building, Poojappura, Thiruvananthapuram for conciliation along with all details and copies of correspondence exchanged between him and The Assistant General Manager, SBI Infra Management Solutions Pvt. Ltd., 4th Floor, State Bank of India, LHO Building, Poojappura, Thiruvananthapuram 695012.
- (c) If the conciliation proceedings are terminated without settlement of the disputes, the contractor shall, within a period of 30 days of termination thereof shall give a notice to the concerned Chief General Manager of the Bank for appointment of an arbitrator to adjudicate the notified claims failing which the claims of the contractor shall be deemed to have been considered absolutely barred and waived.
- (d) Except where the decision has become final, binding and conclusive in terms of the contract, all disputes of differences arising out of the notified claims of the contractor as aforesaid and all claims of the Bank shall be referred for adjudication through arbitration by the Sole Arbitrator appointed by the Chief General Manager. It will also be no objection to any such appointment that the Arbitrator so appointed is a Bank Officer and that he had to deal with the matters to which the Contract relates in the course of his duties as Bank Officer. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid by the said Chief General Manager. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each dispute along with the notice for appointment of arbitrator.

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

The conciliation and arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules mad there under.

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

It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their settlement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parities. The cost of the reference and of the award (including the fees, if any of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof, shall be paid and fix or settle the amount of costs to be so paid.

32. TERMINATION OF CONTRACT BY EMPLOYER:

If the contractor (being an individual or a firm) commit any " Act of Insolvency ", or shall be adjudged as insolvent, or shall make an assignment or composition of the greater part in number of amount of his creditors, or shall enter into a Deed of Assignment with his creditors, or (being an incorporated Company) shall have an order made against him or pass an effective Resolution for winding up either compulsorily, or Subject to the supervision of the court or voluntarily, or if the official Assignee of the contractor shall repudiate the Contract, or if the Official Assignee or the Liquidator in any such winding up shall be unable, within seven days after notice to them requiring him to do so, to show to the reasonable satisfaction of the SBIIMS that he is able to carry out and fulfill the Contract and if required by the SBIIMS to give a security there for, or if the contractor shall suffer any payment under this contract to be attached by or on behalf of any of creditors of the Contractor, if the Contractor shall assign or sublet the contract without the consent in writing of the SBIIMS first obtained, or if the contractor shall charge or encumber this Contract for any payments due or which may become due to the Contractor thereunder, or if the SBIIMS shall certify in writing that in his opinion the Contractor:

- (a) Has abandoned the Contract, or
- (b) Has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the work for fourteen days after receiving from the SBIIMS written notice to proceed, or
- (c) Has failed to proceed with the work with such due diligence and failed to make such due progress as would enable the works to completed within time agreed upon or
- (d) Has failed to remove materials from site or to pull down and replace works within seven days after receiving from SBIIMS written notice that the said materials or work where condemned and rejected by the SBIIMS under these conditions or
- (e) Has neglected or failed persistently to observe and perform all or any of the acts, matters or things required by this Contract to be observed and performed by the Contractor for seven days after written notice shall have been given to the Contractor requiring the contractor to observe or perform the same, or
- (f) Has to the detriment of good workmanship or in defiance of the SBIIMS instructions to the Contrary, submit any part of the contract or has used in the

permanent works important materials which are substandard and not as per specification fraudulently making the SBIIMS to believe that it is the specified material.

Then and in any of the said caused the SBIIMS may notwithstanding any previous waiver, after giving seven days notice in writing to the Contractor, determine the contract, but without thereby affecting the obligations and liabilities of the Contractor, the whole of which shall continue to be in force as fully as if the contract has not been so determined and as if the works subsequently executed and being executed by or on behalf of the contractor. And further, SBIIMS may enter upon and take possession of the works and all plant, tools, scaffoldings, shed, machines, steam and other power utensils and materials lying upon premises or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his own servants and workman in carrying on and completing of the works or by employing any other Contractor or any other person or persons to complete the works and the Contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other Contractor or other person or persons employed for completing and finishing or using the materials and plant for the works, when the work shall be completed, or as soon thereafter as convenient, the SBIIMS shall give a notice in writing to the Contractor, to remove his surplus material and plant and should the Contractor fail to do so within a period of fourteen days after receipt thereof by him, the SBIIMS may sell the same by public auction and shall give credit to the Contractor for the amount so realized. The SBIIMS shall thereafter will assertion and certify in writing under his hand what (if anything) shall be due or payable to or by the SBIIMS, for the value of the said plant and materials so taken possession of by SBIIMS, and the expense or loss which the SBIIMS shall have been put to in getting the works to be so completed, and the amount, if any owing to the Contractor and the amount which shall be so certified shall, thereupon, be paid by SBIIMS to the Contractor or by the Contractor to SBIIMS as the case may be, and the certificate of the SBIIMS shall be final and conclusive between the parties.

33. The mode of measurements shall be as per IS: 1200.

34. The contractor should co-ordinate with other agencies viz., INTERIOR, ELECTRICAL, LAN cabling etc.,

35. CONTRACTOR SHOULD WORK AT ODD HOURS, ON HOLIDAYS TO KEEP UP TIME SCHEDULE.

36. The Contractor shall not be eligible for any material advance.

SPECIAL CONDITIONS AND SAFETY CONDITIONS

The contractor is hereby advised to read the following conditions carefully before quoting rates and to be strictly adhered during execution of work.

SPECIAL INSTRUCTIONS

- a) Contractor is fully responsible to ensure that all workmen, engineers, supervisors deployed at the site shall be converted as per ESIC, PF & minimum wages act.
- b) All workmen, engineers, supervisors shall under go pre-employment medical check up through company recognized medical officer and submit copies of test report.

Contractor is responsible to ensure that his workmen are confined to their work area and comply with all safety, security and administrative instructions given by the site engineer.

Contractor shall provide identification badges to all his people.

On completion of day's work, the entire area shall be kept clean and neat. All debris, surplus material etc., shall be removed immediately from the site.

Any such standard material used during execution will be rejected and fully deducted from the bills.

The contractor has to carry out the work in coordination with the other appointed agencies. The contractor should study the situation at site and organize the work accordingly. Whenever work needs to be done in coordination with other agencies, the contractor shall work out the actual time required to complete his part of the job in respects and inform the company.

Revision of rates is not allowed and will be not paid for any reason due to unexpected increase in the cost of the materials or delay in completing the works etc., No labour hutment is allowed inside the premises.

The areas is in "No smoking Zone" therefore smoking is strictly prohibited. All workmen, Mastri, supervisor and Engineers wearing shoes and safety helmets are only allowed to enter the gate.

Every day contractor / his supervisor should take necessary " Work permit " from the company engineer before starting the job.

Workers are not allowed to sleep during night and cook good inside the premises.

Work to be carried out only under supervision of the qualified engineer who should be always available at site and keep a record of daily work progress in a separate register.

Contractor should strictly following safety guidelines.

Contractor should use only angle/pipe scaffolding. Wooden scaffolding is not allowed. All contractor's people need to undergo induction/safety training and formal interview by company selection committee. Contractor shall submit a copy of competency certificates like wiremen license, supervisor's license, IBR welder license etc., issued by competent authority before starting the work.

Contractor shall maintain daily master roll book for his people at site. Based on that, ESIC & PF contribution to be made.

COMPANY SAFETY GUIDE LINES

WORKING AT HEIGHTS :

All personnel working at heights beyond 1.8M should wear safety belts.

Ensure that safety belts are tied security to anchors while working at heights.

Ensure that rigging is well anchored to solid supports prior to erecting items like trusses at a height.

Ensure that roof top ladders are used while laying and working on the roof. Ensure that ladders used for climbing to heights are firmly secured against slippage. All scaffolding should be in steel frames.

Scaffolding should be provided with 3 feet wide working platforms. The platforms should be provided with protective railings.

WORKING WITH ELECTRICITY

Ensure proper earthing of all electrical machines used.

Ensure that all connection s are taken throughout earth leakage's circuit breakers. Providing ELCB on the main distribution board prevents accidental shocks.

Ensure that welders always used suitable welding goggles and gloves while welding.

All connections from main to individual M/C (such as cutter, planer, compressor etc) to be taken through shielded cable and 3-pin plug only.

OTHER CONDITIONS:

CONTENTS:

A) SPECIAL CONDITIONS

- **B)** LIST OF APPROVED MANUFACTURERS
- C) BILL OF QUANTITIES

A. SPECIAL CONDITIONS

1. General:

1.1 These special conditions shall be read in conjunction with the description of the item of work in the Bill(s) of Quantities, the particular Specifications, Local Statutory Regulations, Indian Standards Specifications/Codes and the drawings. All the above quoted documents, shall be considered supplementary to each other. However, in the case of conflict amongst the various provisions the owner's and the consultants opinion will be final and shall be adopted.

1.2 The tenderer is advised to inspect the site to ascertain the nature of site, access thereto, local facilities for procurement of materials and working labour rates prevalent in the area, in fact all matters affecting his prices and execution of the work. The tenderer shall be deemed to have full knowledge of the site and drawings whether or not he actually inspects them.

2. **Rates**

2.1 The rates quoted shall be deemed to allow for all minor extras and constructional details which are not specifically shown on drawings or given on the specifications but are essential in the opinion of the Engineer-in-charge to the execution of works to confirm to good workmanship and sound engineering practice. The SBIIMS reserves the right to make any minor changes during the execution without any extra payment.

2.2 The SBIIMS decision to clarify any item under minor changes, minor extras and constructional details shall be final, conclusive and binding on the Contractor.

2.3 The rates quoted by the Contractor shall be net so as to include all requirements described in the contract agreement and no claim whatsoever due to fluctuations in the price of material and labour will be entertained.

2.4 The rates quoted by the Contractor shall include for supplying materials and labour necessary for completing the work in the best and most workmanship like manner to the satisfaction of the SBIIMS and which in the opinion of SBIIMS cannot be made better, and for maintaining the same. The rates shall be complete in all respects also including cost of materials, erection, fabrication, labour, supervision, tools and plant, transport, GST and other taxes, royalties, duties and materials, contingencies, breakage, wastage, sundries, scaffoldings, etc., on the basis of works contract. The rates quoted shall include all transport, insurance, octroi, or any other levies applicable under the statute.

3.0 Materials:

3.1 The Contractor shall ensure to the satisfaction of the SBIIMS that the materials are packed in original sealed containers/packing bearing manufacturer's markings and brands etc., except where the gross quantity required is a fraction of the smallest packings. Materials

not complying with this requirement shall be rejected.

3.2 Testing of Materials:

a) When required by the SBIIMS, the Contractor shall provide all facilities at site or at manufacturer's works or in an approved laboratory for testing the materials and/or workmanship. All the expenditure in respect of this shall be borne by the Contractor unless specified otherwise in the Contract. The Contractor shall, when required to do so by the SBIIMs shall submit at his own cost, manufacturer's certificate of tests, proof sheets, mill sheets etc., showing that the materials have been tested in accordance with requirements of these specifications. The samples for Tests shall be selected by SBIIMS.

4.0 **Rectification of Defects**:

4.1 Any defect in the work done or materials used in the works pointed out by the SBIIMS shall be rectified within a week or such extended time as may be allowed in this failing which the said defect shall be got rectified by the SBIIMS at the risk and cost of the Contractors.

5.0 Manufacturer's Instructions:

5.1 Where manufacturers have furnished specific instructions, rating to the materials used in this job, covering points not specifically mentioned in the documents, these instructions shall be followed in all cases.

6.0 Qualified Competent Supervision :

6.1 The Contractor shall employ competent, qualified full time Supervisor to direct the work of Airconditioning in accordance with drawings and specifications. The Supervisor shall be available at all times on the site to receive instructions from SBIIMS in the day to day activities, through out the duration of the contract.

7. Measurements: It will be the responsibility of the contractor to submit the detailed split up of measurements with drawings during the progress of work so that it will be accessible and easy to verify by the SBIIMS.

LIST OF APPROVED MANUFACTURERS TO BE USED IN

- 1. VOLTAS
- 2. BLUE STAR
- 3. CARRIER AIRCOND. & REFRIGERATION
- 4. LG ELECTRONICS
- 5. DAIKIN
- 6. ETA Engineering Pvt Ltd
- 7. Hitachi
- <u>NOTE</u>: 1. The contractor shall use only above mentioned material or equivalent make to be approved by the SBIIMS. All other materials shall confirm to the specifications laid down. The tenderer shall take this into account while tendering rates / prices. The SBIIMS has got every right to select any of the above Makes for the Project. However the samples of every material including all fixing accessories shall be got approved by SBIIMS before Execution.

2. Vendors, those who have their service centre in Ernakulam or in Kerala need only submit their tender

ANNEXURE –I

Procedure for payment of TENDER FEE through SBI Collect

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