



**SBI INFRA MANAGEMENT SOLUTIONS PVT.LTD.**

HEAD OFFICE-GROUND FLOOR RAHEJA CHAMBERS,  
FREE PRESS JOURNAL MARG, NARIMAN POINT, MUMBAI-21

**TENDER FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF INVERTER TYPE SPLIT  
AIRCONDITIONERS AT GITC, NAVI MUMBAI - 400614.**

**PART – A: TECHNICAL BID**

**TENDER SUBMITTED BY:**

NAME : \_\_\_\_\_

ADDRESS : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

GSTIN NO. : \_\_\_\_\_

DATE : \_\_\_\_\_

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Firms Empaneled with SBIIMS under AC Category/ Manufacturers and Authorized Dealers of Air-conditioning are only eligible.

**(Proof of dealership in relevant AC category or authorization from Manufacturers to participate in this tender should be enclosed)**

**SBI INFRA MANAGEMENT SOLUTIONS PVT.LTD.**  
**Circle Office, 1st Floor, 'C' wing State Bank Global IT Center,**  
**Plot no.8, 9, 10, Sector 11, CBD Belapur, Navi Mumbai 400614.**  
**Tele:- 022 27537416**

Signature of Contractor with Seal



### **NOTICE INVITING TENDERS**

Tender for proposed Air-conditioning work at State Bank Global IT center building, sector 11,cbd Belapur, Navi mumbai - 400614.

SBIIMS on behalf of SBI invites "online item rate E-tender "for captioned work from the Manufacturers and Authorised Dealers of Air-conditioning located in Mumbai, Navi Mumbai, Thane and Pune in the relevant Air-conditioning Category.

**(Proof of dealership in relevant AC category/ authorization from manufacturers to participate in this tender should be enclosed)**

The details of tender are as under:

S.No.	Description	
1.	Name of work	<b>Tender for supply, installation, testing &amp; commissioning of inverter type split air-conditioners at (1) Global IT Centre,Belapur, Navi mumbai - 400614.</b>
2.	Nature of Work	Air-conditioning Works
3.	Time allowed for completion	<b>(14 days) 2 Weeks</b>
4.	Cost of Tender Documents (Processing Fee) non-refundable	<b>Rs. 1000/- (Rupees One Thousand Only)</b> This Non-Refundable amount to be paid only through <b>SB Collect Payment Portal</b> available in SBI's online Banking site i.e. <a href="https://www.onlinesbi.com">https://www.onlinesbi.com</a> After successful payment, submit a print of the receipt carrying a Reference no. along with the tender application. For further details, refer annexure-A enclosed.
5.	Earnest Money Deposit	<b>Rs.1,500/- (One thousand Five Hundred only) by means of Demand Draft / Pay Order</b> (Valid for a period of 180 Days from the last date of submission of the tender) from any scheduled Nationalized Bank drawn <b>in favour of SBI Infra Management Solutions Pvt. Ltd. and payable in Mumbai.</b>
6.	Initial Security Deposit	2% of contract amount including EMD
7.	Date of issue of tender documents form Bank's website	
	(a) <b>Technical Bid</b> (for all prequalified bidders who receive NIT from SBIIMS)	<b>04.10.2019 to 10.10.2019</b> from Bank's website <a href="http://www.sbi.co.in">www.sbi.co.in</a> under <Link>procurement news.
	(b) <b>Price Bid</b> (Only for bidders qualified in Technical bid)	From 10.10.2019 at Service Provider M/s E procurement Technologies.

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8.	Last date & time for submission of Technical bid, EMD and cost of tender document	<b>10.10.2019</b> by <b>3.00 PM</b>
9.	Address at which Technical bid (hard copy) along with EMD & Cost of tender document has to be submitted.	Vice President & Circle head, SBIIMS, 1 <sup>st</sup> Floor, 'C' wing State Bank Global IT Center, Plot no.8, 9, 10, Sector 11, CBD Belapur, Navi Mumbai 400614.
10.	Last date & time for submission of online price bid.	<b>Will be informed to qualified bidders</b>
11.	Date & time for opening of online price bid.	Will be informed to qualified bidders
12.	Place of opening tenders	Vice President & Circle head, SBIIMS, 1 <sup>st</sup> Floor, 'C' wing State Bank Global IT Center, Plot no.8, 9, 10, Sector 11, CBD Belapur, Navi Mumbai 400614.
13.	Liquidated Damages	0.50% of contract amount per weeks subject to max. 5% of contract value or final bill value.
14.	Defects liability period	12 Months from the date of Virtual Completion
15.	Validity of offer	90 days from the date of opening of Price-bid
16.	Value of Interim Certificate	<b>Rs. 10 Lakhs.</b> No advance on materials / plant / machinery or mobilization advance shall be paid under any circumstances
17.	<b>Price Bid</b>	<b>Price bid can be downloaded</b> (By the qualified bidders in Technical bid only)

16. Tenders can be downloaded from the bank's website [www.sbi.co.in](http://www.sbi.co.in) (link) <Procurement News>. It shall be responsibility of the contractor to arrange and ensure that all pages of technical and financial bid are properly bound separately. Tenders in loose pages may be disqualified.

17. The contractor shall sign and stamp each page of the tender document thereby ensuring the number and sequence of all pages.

18. No conditions other than mentioned in the tender will be considered, and if given they will have to be withdrawn before opening of the price-bid.

19. The SBIIMS Pvt. Ltd. reserve their rights to accept or reject any or all the tenders, either in whole or in part without assigning any reason(s) for doing so and no claim / correspondence shall be entertained in this regard.

20. Tenders received without EMD and Cost of Tender Documents shall be summarily rejected and such tenders shall not be allowed to participate in the online price bidding process.

21. In case the date of opening of tenders is declared as a holiday, the tenders will be opened on the next working day at the same time.

22. SBIIMS Pvt. Ltd. has the right to accept / reject any / all tenders without assigning any reasons and no correspondence shall be entertained in this regard.

Yours Faithfully,

**Vice President & Circle head**  
SBI Infra Management Pvt. Ltd.  
GITC Circle office,  
Belapur.

#### LETTER OF UNDERTAKING

Signature of Contractor with Seal



To,  
Vice president & Circle head,  
SBIIMS, 1<sup>st</sup> Floor,  
'C' wing State Bank Global IT Center,  
Plot no.8, 9, 10, Sector 11,  
CBD Belapur,  
Navi Mumbai 400614.  
Dear Sir,

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

#### MEMORANDUM

(a)	Description of work	Tender for supply, installation, testing & commissioning of inverter type split air-conditioners at (1) Global IT Centre, Belapur, Navi mumbai - 400614.
(b)	Earnest Money	<b>Rs.1,500/- (One thousand Five Hundred only) by means of Demand Draft / Pay Order</b> (Valid for a period of 180 Days from the last date of submission of the tender) from any scheduled Nationalized Bank drawn <b>in favor of SBI Infra Management Solutions Pvt. Ltd. and payable in Mumbai.</b>
(c)	Time allowed for completion of the Works from Seven day after the date of written Order or date of handing over of the site (Whichever is later) to commence the work	<b>30 Days,</b>

- 1) Should this tender be accepted, I/we hereby agree to abide by and fulfill the terms and provisions of the said conditions of contract annexed hereto so far as may be applicable or in default thereof to forfeit and pay to SBIIM, the amount mentioned in the said contract.
- 2) I / We have deposited a sum of **Rs.1,500/- (One thousand Five Hundred only)** of the total tender amount as Earnest Money with the SBI Infra Management Solutions Pvt. Ltd. on behalf of SBI which amount is not to bear any interest. Should I / We fail to execute the Contract when called upon to do so I / We do hereby agree that this sum shall be forfeited by me/us to SBI Infra Management Solutions Pvt. Ltd. on behalf of SBI,
- 3) I/ We have read and understood various clauses of this tender and hereby submit our specific undertaking and concurrence in terms clause 6.2 of "Instruction to tenderer" to deposit **Additional Security Deposit (ASD)** of required amount as provided for in this tender and within the stipulated period, in case, my/our tender is found too low (i.e beyond 10% of the estimated cost), as a performance guarantee for due fulfilment of our contractual obligation for the project.

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Further, under any circumstances, whatsoever, if I/We fail to comply the same including compliance of any such other conditions of tender within the stipulated time. I /We hereby, authorized SBIIMS to cancel my/our tender, to forfeit my EMD/ISD/ASD and to take further necessary action as deemed fit including debarring our firm from participating in SBIIMS future tenders/de-paneling etc.

- 4) I/ We understand that as per terms of this tender, the SBIIMS may consider accepting our tender in part or whole or may entrust the various work proposed in phases. We, therefore, undertake that we shall not raise any claim/ compensation in the eventuality of Bank/SBIIMS deciding to drop any of the work from the scope of work of this tender at any stage during the contract period. Further, we also undertake to execute the work entrusted to us in phases on our approved rates and within stipulated time limit without any extra claim for price escalation as also provided for in the clause 11.1.6 "Instructions to Tenderers" of this tender.
- 5) I/ We, hereby, also undertake that, we will not raise any claim for any escalation in the prices of any of the material during the currency of contract/execution/completion period including authorized extended contract period, if any.

6) Our Bankers are :

i)

ii)

The names of partners of our firm are:

i)

ii)

Name of the partner of the firm

Authorized to sign

Or

(Name of person having Power of Attorney to sign the Contract.

(Certified true copy of the Power of Attorney should be attached)

Yours faithfully,

Signature of Contractors.

Signature and addresses of Witnesses

i)

ii)

**Annexure-I**

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The steps involved in making the payment through SB Collect are as under :-

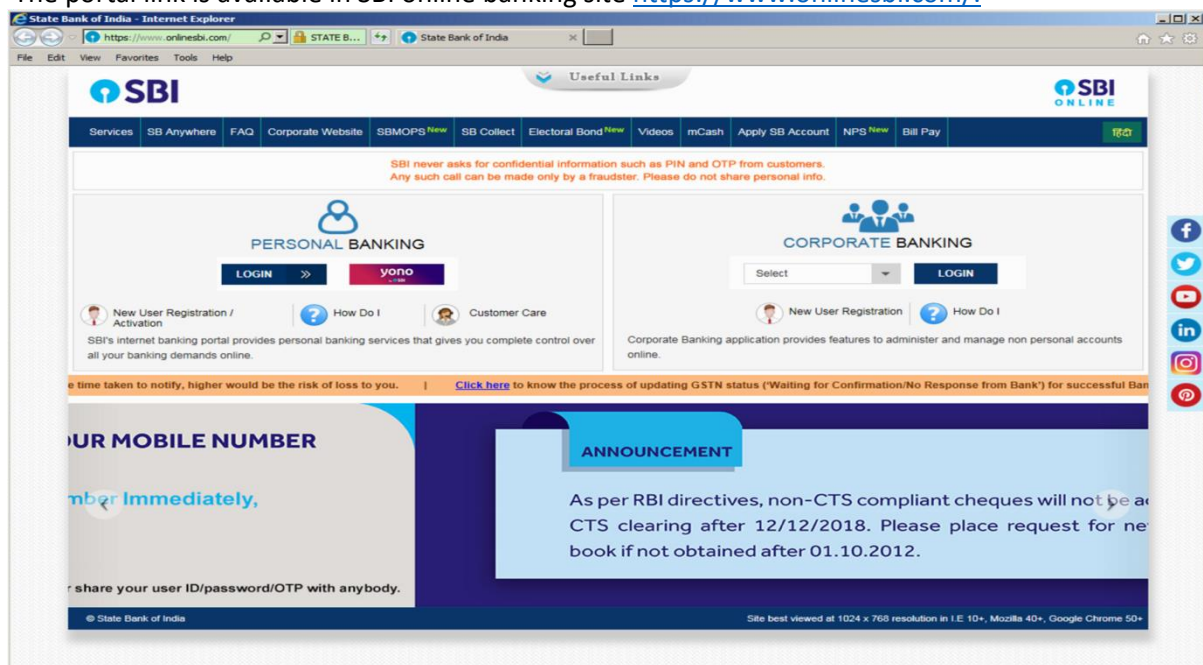
1. The Vendor needs to use SBI internet banking site <https://www.onlinesbi.com/>.
2. Select "**SB Collect**" from Top Menu, that will lead to the next page:
3. "**Proceed**" will lead to the next page:
4. Select "**All India**" in "State of Corporate / Institution" & Select "**Commercial Services**" in "Type of Corporate / Institution".
5. "**Go**" will lead to the next page:
6. Select "**SBI Infra Management Solutions**" in Commercial Services Name and "**Submit**"
7. Select "**Tender Application Fee**" in "Payment Category" and enter the "**Tender ID**" exactly as we preloaded with characters in Uppercase only in place of Circle Codes.
8. The next Page will be ready with few of the Preloaded Tender Details:
9. The Vendor will have to fill up the fields properly and upon making the payment a receipt will be generated with a Reference No.

**NOTE :** Any type of vendor, whether dealing with SBI or other bank can use this SB Collect facility.

Even a contractor not dealing with any bank can use this portal and generate challan and deposit by cash in any SBI branch. The bank charges for cash deposit will be also borne by the vendor himself.

#### **Procedure for payment of Tender Fee through SB Collect payment portal:**

The portal link is available in SBI online banking site <https://www.onlinesbi.com/>.



Select "**SB Collect**" from Top Menu, that will lead to the next page:



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“Proceed” will lead to the next page:

Select **"All India"** in "State of Corporate / Institution " & Select **"Commercial Services"** in "Type of Corporate / Institution". **"Go"** will lead to the next page:

Select **"SBI Infra Management Solutions"** in Commercial Services Name and

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**“Submit”**

Select **“Tender Application Fee”** in “Payment Category” and enter the **“Tender ID”** exactly as we preloaded with characters in Uppercase only in place of Circle Codes. The next Page will be ready with few of the Preloaded Tender Details:

The Vendor will have to fill up the fields properly and upon making the payment a receipt will be generated with a Reference No. Submit the printout of the Receipt, along with the Tender Application

### **SAMPLE BUISNESS RULE DOCUMENT**

**ONLINE E-TENDERING FOR PROPOSED Air-conditioning WORK AT STATE BANK GLOBAL IT CENTER BUILDING, SECTOR 11,CBD BELAPUR, NAVI MUMBAI - 400614.**

#### **(A) Business rules for E-tendering:**

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1. Only Manufacturers and Authorised Dealers in appropriate category shall only be eligible to participate.
2. SBIIMS PVT.LTD. Will engage the services of an E-tendering service provider who will provide necessary training and assistance before commencement of online bidding on Internet.
3. In case of e-tendering, SBIIMS will inform the vendor in writing, the details of service provider to enable them to contact and get trained.
4. Business rules like event date, closing and opening time etc. also will be communicated through service provider for compliance.
5. Contractors have to send by email, the compliance form in the prescribed format (provided by service provider), before start of E-tendering. Without this the vendor will not be eligible to participate in the event.
6. The Contractors will be required to submit the various documents in sealed Envelope to the office of SBI Infra Solutions Pvt Ltd.at the address mentioned hereinbefore by the stipulated date i.e. (1) Hard Copy of Technical Bid duly signed and stamped on each page (2) Demand Draft of Cost of Tender documents (3) Certified copy of dealership for Airconditioners). Contractors not submitting any one or more documents shall not be eligible to participate in the on-line price bidding.
7. E-tendering will be conducted on schedule date & time.
8. **The e-tendering will be treated as closed only when the bidding process gets closed in all respects for the item listed in the tender.**

**(B) Terms & conditions of E-tendering:**

SBIIMS PVT.LTD. shall finalize the Tender through e-tendering mode for which **M/s. E procurement Technologies** has been engaged by SBIIMS an authorized service provider. Please go through the guidelines given below and submit your acceptance to the same along with your Commercial Bid.

1. E-tendering shall be conducted by SBIIMS through **M/s. E procurement Technologies** on pre-specified date. While the Contractors shall be quoting from their own offices/ place of their choice, Internet connectivity and other paraphernalia requirements shall have to be ensured by Contractors themselves. In the event of failure of their Internet connectivity, (due to any reason whatsoever it may be) it is the bidders' responsibility. In order to ward-off such contingent situation bidders are requested to make all the necessary arrangements/ alternatives such as back-up power supply whatever required so that they are able to circumvent such situation and still be able to participate in the E-tendering successfully. Failure of power at the premises of Contractors during the E-tendering cannot be the cause for not participating in the E-tendering. On account of this the time for the E-tendering cannot be extended and SBIIMS Pvt. Ltd. is not responsible for such eventualities.
2. M/s M/s. E procurement Technologies shall arrange to train your nominated person(s), without any cost to you. They shall also explain you all the Rules related to the E-tendering. You are required to give your compliance on it before start of bid process.
3. **BIDDING CURRENCY AND UNIT OF MEASUREMENT:** Bidding will be conducted in Indian currency & Unit of Measurement will be displayed in Online E-tendering.

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4. BID PRICE: The Bidder has to quote the rate as per the Tender Document provided by SBIIMS Pvt. Ltd.
5. VALIDITY OF BIDS: The Bid price shall be firm for a period specified in the tender document and shall not be subjected to any change whatsoever.
6. Procedure of E-tendering:
  - i. **Online E-tendering:**
    - (a) The NIT & Technical bid available on the Bank's website during the period specified in the NIT.
    - (b) Online e-tendering is open to the qualified bidders for participating in the price bidding as provisions mentioned hereinabove through SBIIMS approved Service Provider.
    - (c) The Price-Bid shall be made available online by the Service Provider wherein the contractors will be required to fill-in their Item-wise rates for each item.
    - (d) The Contractors are advised not to wait till the last minute to submit their online item-wise quote in the price bid to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.
    - (e) It is mandatory to all the bidders participating in the price bid to quote their rates for each and every item.
    - (f) In case, contractor fails to quote their rates for any one or more tender items, their tender shall be treated as **"Incomplete Tender"** and shall be liable for rejection.
7. LOG IN NAME & PASSWORD: Each Bidder is assigned a Unique User Name & Password by . M/s. E procurement Technologies. The Bidders are requested to change the Password after the receipt of initial Password from M/s. E procurement Technologies. All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.
8. BIDS PLACED BY BIDDER: Bids will be taken as an offer to execute the work as specified. Bids once made, cannot be cancelled / withdrawn and the Bidder shall be bound to execute the work at the quoted bid price. In case the L-1 Bidder backs out or fail to complete the work as per the rates quoted, SBIIMS shall at liberty to take action as deemed necessary including de-paneling such contractors and forfeiting their EMD.
9. At the end of the E-tendering, SBIIMS Pvt. Ltd. will decide upon the winner. SBIIMS Pvt. Ltd. decision on award of Contract shall be final and binding on all the Bidders.
10. SBIIMS shall be at liberty to cancel the E-tendering process / tender at any time, before ordering, without assigning any reason.
11. SBIIMS shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.
12. Other terms and conditions shall be as per your techno-commercial offers and other correspondences till date.
13. OTHER TERMS & CONDITIONS:
  - The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other suppliers / bidders.

Signature of Contractor with Seal



- The Bidder shall not divulge either his Bids or any other exclusive details of SBIIMS Pvt. Ltd. to any other party.
- SBIIMS Pvt. Ltd. decision on award of Contract shall be final and binding on all the Bidders.
- SBIIMS Pvt. Ltd. reserve their rights to extend, reschedule or cancel any E-tendering within its sole discretion.
- SBIIMS or its authorized service provider M/s. E procurement Technologies shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
- SBIIMS or its authorized service provider M/s. E procurement Technologies is not responsible for any damages, including damages that result from, but are not limited to negligence.
- SBIIMS or its authorized service M/s. E procurement Technologies will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

N.B.

- All the Bidders are required to submit the Process Compliance Statement (Annexure II) duly signed to M/s. E procurement Technologies.
- **All the bidders are requested to ensure that they have a valid digital signature certificate well in advance to participate in the online event.**

**PROCESS COMPLIANCE STATEMENT (ANNEXURE II)**

*(The bidders are required to print this on their company's letter head and sign, stamp before emailing)*

To,  
M/s. E procurement Technologies

**AGREEMENT TO THE PROCESS RELATED TERMS AND CONDITIONS FOR THE ONLINE ETENDERING FOR PROPOSED AIRCONDITIONING WORK, GITC BUILDING, AT SECTOR 11, CBD BELAPUR, NAVI MUMBAI.**

Dear Sir,

This has reference to the Terms & Conditions for the E-tendering mentioned in the Tender document  
This letter is to confirm that:

- 1) The undersigned is authorized representative of the company.
- 2) We have studied the Commercial Terms and the Business rules governing the Etendering as mentioned in RFP of SBIIMS Pvt. Ltd. as well as this document and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the E-tendering tool and have understood the functionality of the same thoroughly.
- 4) We confirm that SBIIMS Pvt. Ltd. and **M/s. E procurement Technologies**, shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-E-tendering platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the E-tendering event.
- 5) We confirm that we have a valid digital signature certificate issued by a valid Certifying Authority.
- 6) We, hereby confirm that we will honor the Bids placed by us during the Etendering process.

Signature of Contractor with Seal



With regards, Date:

Signature with company seal Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

Scan it and send to this Document on -----

**DRAFT AGREEMENT (ONLY FOR REFERENCE PURPOSE )**

This Agreement for **Structural Repairing**, State Bank Of India, 4<sup>th</sup> floor, GITC building, CBD Belapur, Navi Mumbai (hereinafter “**the agreement**”) made on **— day of July 2019.**

**Between the**

**State Bank Of India**, a body Constituted under the State Bank of India Act, 1955 having its corporate office and central office at the State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai -400021, Global IT Centre at plot no. 8,9,10 Sector-11, CBD, Belapur, Navi Mumbai-400614 and **1<sup>st</sup> floor, (Estate Department) GITC Sector no-11 CBD Belapur Navi Mumbai office at Navi Mumbai** hereinafter to as “**the Bank**” which expression shall unless repugnant to the context or meaning thereof shall include its successors and assigns of First Part.

AND

**M/s — Constructions, (Proprietorship)** incorporated under the provisions of the companies Act, 1956 having its registered office at **ADDRESS, Mumbai – 400070.** (hereafter called “the contractor”) as “**Agency**” or “**THE CONTRACTOR**” which expression shall unless repugnant to the context or meaning thereof shall include its successors, executor and permitted assigns of Second Part.

WHEREAS the SBI INFRA MANAGEMENT SOLUTIONS PVT. LTD. (SBIIMS), (a wholly owned subsidiaries of State Bank of India) invited tender for providing integrated facility management service for the State Bank of India (party of the first part) Railway Station Premises and Balaji Bhawan Premises, Belapur, Navi Mumbai and the party of the second part was selected for the tender process and the party of the second part has offered to provide the above mentioned services. HENCE, the present Agreement.

RECITALS

WHEREAS

- 1) The Bank is desirous of availing Proposed **Structural Repairing for State Bank of India, 4<sup>th</sup> floor GITC Bldg., CBD Belapur, Navi Mumbai.**
- 2) The Agency has agreed to provide the services as may be required by the Bank.

**NOW THEREFORE**, in consideration of the mutual covenants, undertakings and conditions set forth below, and for other valid consideration the acceptability and sufficiency of which are hereby acknowledge, the parties hereby agree as follows:

\* DEFINITIONS & INTERPRETATIONS

- \* : The following capitalized terms, unless the context otherwise requires, shall have the meaning set forth below for all purposes of this Agreement:

“**The Contractor**” shall mean the individual or firm or company whether incorporate not, undertaking the works and shall include legal personal representative of individual or the composing the firm or company and the permitted assignees of individual or firms of company.

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

“**The Bank**” means **State Bank of India (including its domestic branches), its subsidiaries and joint ventures.**

\* Interpretations:

Reference to a person includes any individual, firm, body corporate, association (whether incorporated or not) and authority or agency (where government, semi government or local)

The singular includes the plural and vice versa.

Signature of Contractor with Seal



Reference to any gender includes each other gender.

The provisions of the contents table, headings, clause numbers, italics, bold print and underlining is for ease of reference only and shall not affect the interpretation of this Agreement.

The schedules, Annexure and Appendices to this Agreement shall form part of this Agreement.

A reference to any documents or arguments (and, where applicable, any of their respective provisions) mean those documents or agreements as amended, supplemented or replaced from time to time provided they are amended, supplemented or replaced in the manner envisaged in the relevant documents or agreements.

A reference to any statute, regulation, rule or other legislative provision includes any amendment to the statutory modification or re-enactment or, legislative provisions substituted for, and any statutory instrument issued under that statute, regulation, rule or other legislative provision. Any agreement, notice, consent, approval, disclosure or communication under or pursuant to this Agreement is to be in writing.

**\* COMMENCEMENT&TERM**

2.1 This Agreement shall commence from its date of execution mentioned above/ deemed to have commenced from 3<sup>rd</sup> July 2019.

2.2 This Agreement shall be in force for a period of **2 months**, unless terminates by the bank by notice in writing in accordance with the termination clauses of this Agreement.

2.3 Unless terminated earlier in accordance with this Agreement, the Agreement shall come to an end on completion of the term specified in the Agreement or on expiration of the renewed of the renewed term.

**\* SCOPE OF SERVICES:**

- \* The scope and nature of the work which the service provider has to provide to the Bank (Services) is as per Technical bid and Price bid.

**3.2 Powers to Vary or Omit Work**

No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the contract shall be made by the successful bidder except as directed in writing by bank. The bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful bidder to make any variation without prejudice to the contract. The finally selected bidders shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If any suggested variations would, in the opinion of the finally selected bidders, if carried out, prevent him from fulfilling any of his obligations under the contract, he shall notify bank thereof in writing with reasons for holding such opinion and bank shall instruct the successful finally selected bidders shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If bank confirms his instructions, the successful bidder's obligations shall be modified to such an extent as may be mutually agreed, if such variation is substantial by such variation shall be added to or deducted from the contract price as the case may be.

In any case in which the successful bidder has received instructions from bank as to the requirement of carrying out the altered or additional substituted, work which either then or later on, will in the opinion of the finally selected bidders, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.

If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of change in contract price, before the finally selected bidder(s) proceeds with the change. In all the above cases, in the event of a disagreement as to the reasonableness of the said sum. The decision of bank shall prevail.

The contractor has to provide first aid kits at site. The contractor has to ensure that all items in the kit are within the valid usable date.

Recommend termination of the contract if the performance of the contractor is found to be unsatisfactory

**REPRESENTATIONS AND WARRANTIES**

1 Each of the parties represents and warrants and warrants in relation to itself to the other that:

It has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement and has been fully authorized through applicable corporate process to do so.

The person(s) signing this agreement on behalf of the parties have the necessary authority and approval for execution of this document and to bind his / their respective organization for due performance as set out in this Agreement. It has all necessary statutory and regulatory permissions, approvals and permits for the running and operation of its business.

It will provide such cooperation as the other party reasonably requests in order to give full effect to the provisions of this Agreement.

The execution and performance of this Agreement by either of the parties does not and shall not violate any provision of any of the existing agreement with any of the party and any other third party.

**2 ADDITIONAL REPRESENTATION AND WARRANTIES BY CONTRACTOR**

The contractor shall perform the contract and carry out its obligations under the agreement with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry.

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The contractor shall duly intimate to the bank immediately, the changes, if any in the constitution of the contract provider.

3. The contractor shall ensure that all persons, employees, workers and other individuals engaged by or sub-contracted by the contractor in rendering the contract under this agreement have undergone proper background check, police verification and other necessary due diligence checks to examine their antecedence and ensure their suitability for such engagement. No person shall be engaged by the contractor unless such person is found to be suitable in such verification and the contractor shall retain the records of such verification and shall produce the same to the bank as when requested.

#### **CONFIDENTIALITY**

For the purpose of this Agreement, Confidential Information shall mean (i) information of all kinds, whether oral, written or otherwise recorded including, without limitation, any analyses, compilations, forecasts, data, studies or other documents, regarding the past, current or future affairs, business, plans or operations of a Party to which the other Party will have access, (ii) the existence of the contemplated terms and the fact that discussions or negotiations are taking place or have taken place between the Parties concerning the contemplated terms, (iii) any and all information regarding the contemplated terms and any agreements that may be entered into in relation thereto and (iv) any customer details or other data received by a Party from the other Party or its customer(s) or otherwise shared between the Parties in connection with the Service.

Each Party shall keep confidential and shall not, directly or indirectly, disclose, except as provided in sub-clauses below, in any manner whatsoever, in whole or in part, the Confidential Information without the other Party's prior written consent.

Contractor agrees to indemnify and hereby keeps the bank indemnified against all actions, claims, loss, damages, costs, charges, expenses (including Attorney/Advocate fees and legal expenses) which bank may suffer or incur on account of breach of confidentiality obligations as per this agreement by contractor or its employees, agent, representatives, sub-contractors. Contractor further agrees to make good the loss suffered by the Bank upon first demand by the Bank which shall be final, conclusive and binding on contractor.

#### **RELATIONSHIP BETWEEN THE PARTIES.**

It is specifically agreed that the Service Provider shall act as independent service provider and shall not be deemed to be the Agent of the Bank except in respect of the transactions/services which give rise to Principal - Agent relationship by express agreement between the Parties.

Neither the Service Provider nor its employees, agents, representatives, Sub-Contractors shall hold out or represent as agents of the Bank.

- \* None of the employees, representatives or agents of Service Provider shall be entitled to claim permanent absorption or any other claim or benefit against the Bank.
- \* This Agreement shall not be construed as joint venture. Each Party shall be responsible for all its obligations towards its respective employees. No employee of any of the two Parties shall claim to be employee of other Party.
- \* All the obligations towards the employees of a Party including that on account of personal accidents occurred while working in the premises of the other Party shall be with the respective employer and not on the Party in whose premises the accident occurred.

#### **SUB- CONTRACTING**

No sub-contracting of any part of the contract by the contractor shall be allowed other than those specifically mentioned in this agreement or agreed by the bank in writing.

#### **PERFORMANCE GUARANTEE & PENALTY**

1 Performance of the obligations under the agreement shall be made by the contractor in accordance with the time schedule specified in this agreement.

2. Any unexcused delay by the contractor in the performance of its contract obligations shall render the contractor liable to termination of the contract for default.

3. If at any time during performance of the contract, the contractor should encounter unexpected conditions impeding timely completion of the contract under the agreement and performance of the contract, the contractor shall promptly notify the bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable, after receipt of the contractor's notice, the Bank shall evaluate the situation and may at its discretion extend the contractor's time for performance, in which case the extension shall be ratified by the parties by amendment to the agreement.

#### **4 LIQUIDATED DAMAGES**

If vendor fails to perform contract in the technical specifications and scope of work with the requisite quality, minimum qualification of the manpower and within stipulated time schedule, the Bank shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equipment upto 10% of the running bill.

#### **FORCE MAJEURE:**

1 Notwithstanding anything else contained in the agreement, neither party shall be liable for any delay in performing its obligations herein if and to the extent that such delay is the result of an event of Force Majeure.

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2 For the purpose of this clause. "Force Majeure" means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, herbal, bundh, fires, epidemic, quarantine restrictions, freight embargoes, declared general strikes in revelent industries, is Major Act of Government impeding reasonable performance of the contractor and/ or sub-contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming force Majeure.

3 If a Force Majeure situation arises, the contractor shall promptly notify the Bank in writing of such conditions, the cause thereof and the likely duration of the delay. Unless otherwise directed by the bank in writing, the contractor shall continue to perform its obligations under the agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

4 If the event of Force Majeure continues for a period more than 30 days, the bank shall be entitled to terminate the agreement at any time thereafter. Neither party shall have any penal liability to the other in respect of the termination of this contract as a result of an event of Force Majeure. However, contractor shall be entitled to receive payments for all services actually rendered up to the date of the termination of this agreement.

#### COMPLIANCE WITH LAWS

1 Contractor hereby agrees and declares that it shall be the sole responsibility of contractor to comply with the provisions of all the applicable laws, concerning or in relation to rendering of services by contractor as envisaged under this agreement.

2 Contractor shall be solely liable and responsible for compliance of applicable central labour laws in respect of its employees agents, representatives and subcontractors and in particular laws relating to terminal benefits such as pension, Gratuity, Provident fund, Bonus, or other benefit to which they may be entitled and the laws relating to contract labour, minimum wages etc., and the bank shall have no liability in these regards. Further, the contractor would indemnify / make good for the losses to the Bank for non-compliance or any claims against the Bank arising out of any non-compliance as above.

3 Contractor confirms that it has full authority to enter into this agreement and render the contract as envisaged under this agreement and all corporate or other necessary approvals have been obtained for entering into this agreement with the Bank. Further, the persons executing this agreement on behalf of the contractor have full authority and power to execute this agreement and bind contractor.

4 The Contractor shall arrange and pay for policy under the public liability Insurance Act, 1991 and insure and keep insured all materials which are or have been declared to be hazardous under the notifications issued or that may be issued from time to time under the above said act or any rules framed there under and which substances are used by the contractor during the course of the housekeeping services under these presents.

5 The Contractor shall obtain adequate insurance policy in respect of the personnel engaged for the service, towards meeting the liability of compensation arising out of death, injury/disablement at work etc. and shall regularly and punctually pay each and every premium as and when the same shall become due during the currency of these presents.

6 The contractor should possess, for the entire duration of these presents, all licenses and registrations as may be required under any law and shall be responsible to register himself and obtain a valid license under contract labour (regulation and Abolition) Act.1950 and rules these under. The contractor shall comply with all rules and regulations in force under the said act and rules. Contractor shall also comply with all applicable laws, rules and regulations relating to provident fund. Payment of Bonus, Minimum wages or any other statutory/ Regulatory requirements. Any dispute regarding such dues shall and be dealt with and settled by the contractor solely.

7 The contractor shall in terms of the provisions of sections 16, 17 and 18 of the contract labour (Regulation & Abolition) Act, 1970 and the rules framed under the said act provide the prescribed amenities to its personnel. In case of failure of contractor in comply with the said provisions, the Bank may provide the same when called upon to do so by the competent Authorities and deduct the expenses incurred thereof from the bills of the contractor without prejudice to its other rights and remedies under these presents. The contractor shall be responsible for proper maintenance of all registers, records and accounts so far these relate to the compliance of any and all statutory provisions/obligations.

8 Payment of wages to all workers engaged by the contractor should be through an account maintained with any scheduled commercial Bank.

9 The Contractor **shall arrange for ESIC/ Workmen's Compensation Insurance** as required by Law and undertake to indemnify and keep indemnified the SBIIMS/SBI from against all manner of claims and demands and losses and damages and cost (including between Attorney and SBIIMS/SBI) and charges and expenses that may be in regard to the same or that the SBIIMS/SBI may suffer or incur with respect to and / or incidental to the same.

#### 10 TERMINATION/CANCELLATION OF CONTRACT

- \* The Bank may, without prejudice to any other remedy, for breach of contract or for any reason send written notice not less than 30 (thirty) days to the contractor, to terminate the agreement in whole or in part.
- \* In the event of the termination of the Agreement, Service Provider shall be liable and responsible to return to the Bank all records, documents, data and information including Confidential Information pertains to or relating to the Bank in its possession.
- \* In the event of termination of the Agreement for any reason, Bank shall have the right to give suitable publicity to the same including advising the Indian Bank's Association.
- \* In the event of termination of the Agreement or on the expiry of the term/ renewed term of this Agreement, the Service Provider shall render all reasonable assistance and help to the Bank and any new contractor engaged by the Bank for the smooth switch

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over and continuity of the Services or if so required by the Bank take all necessary steps to bring the Services to a close in a prompt and orderly manner.

- \* Upon termination or expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except:
  - \* such rights and obligations as may have accrued on the date of termination or expiration;
  - \* the obligation of confidentiality; and
  - \* Any right which a Party may have under the Application Law.

## 12. RIGHT TO AUDIT:

12.1 It is agreed by and between the parties that the Bank shall have the right to audit the site and repair works at any time during the term of this agreement. All costs for such audit shall be borne by the Bank.

12.2 The Bank shall have the right to conduct audits on the contractor whether by its internal or external auditors, or by agents appointed to act on its behalf and to obtain copies of any audit or review reports and findings made on the contractor in conjunction with the services performed for the bank.

12.3 It is agreed that the Bank shall have the access to all books, records and information relevant to the works available with the contractor.

12.4 The parties agree that the Bank shall have the right, but without any obligation to monitor and assess, the services to enable the Bank to take necessary corrective measures, provided any such monitoring shall not amount to supervision of any jobs of the contractor or the employees of the contractor.

12.5 The Bank should have right to conduct surprise check of the contractor's activities in respect of the repair works.

12.6 The contractor agrees that the Bank shall have the right to disclose the details of this agreement and the details of contract covered herein to the Reserve Bank of India and Indian Banks Association.

12.7 The contractor agrees to allow the Reserve Bank of India or persons authorized by it to access the documents, records of transactions, and other necessary information stored or processed by the contractor in respect of this agreement.

12.8 The contractor agrees the documents and data in respect of the contract for such period in accordance with the legal/regulatory obligation of the bank in this regard.

12.9 The contractor agrees that the complaints/feedback, if any received from the employees/ Guest of the bank in respect of the repairs by the contractor shall be recorded and Bank/Reserve Bank of India shall have access to such records and redressal of customer complaints by the contractor.

12.10 Where any deficiency has been observed during audit of the service provider in its processing facilities and operating practices, the Service Provider shall correct/resolve the same at the earliest, and shall provide all necessary documents related to resolution thereof and shall further certify in respect with resolution of the deficiencies

## 13. FEES, TAXES DUTIES & PAYMENTS

13.1 Contractor shall be paid fees and charges in the manner detailed in hereunder written subject to deduction of income tax thereon wherever required under the provisions of the Income Tax Act by the bank.

### 13.1 PAYMENT TERMS

- \* There would be no increase in rates payable to the contractor during the contract period.
- \* The performance of the contractor shall be monitored by the monitoring committee based on the feedback from the residents on quarterly basis. The monitoring committee is empowered to recommend termination of the contract if the performance of the contractor is found to be unsatisfactory.

13.2 All other taxes including service tax, duties and other charges which may levied shall be borne by the contractor and the bank shall not be liable for the same.

## 14. GENERAL INDEMNITY

14.1 Contractor agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages, reputation loss, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the bank may suffer or incur on account of any deficiency in repairs rendered by contractor or any act of commission/omission on the part of employees, agents, representatives or sub-contractors of contractor. Contractor agrees to make good the loss suffered by the bank on first demand made by the bank in this regards which shall be final conclusive and binding on the contractor.

14.2 Contractor further undertakes to promptly notify the bank in writing any breach of obligation of the agreement by its employees or representatives including confidentiality obligation and in such an event, the Bank will in addition to and without prejudice to any other available remedies be entitled to immediate equitable relief in a court of competent jurisdiction to protect its interest including injunctive relief.

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14.3 The contractor shall be directly and vicariously liable to indemnify the Bank in case of any misuse of data/ information of the Bank by the Contractor deliberate or otherwise.

14.4 The contractor shall indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities of whatsoever nature arising out of or in connection with all claims of infringement of trade mark, patent, copyright, industrial design or any other intellectual property rights of any third party arising from the repair or use of any product under this agreement, subject to the following condition:

14.5 The Bank shall promptly notify the contractor in writing of any allegations of infringement of which it has notice.

#### **16. CONTINUANCY PLANS & CONTINUITY ARRANGEMENTS:**

16.1 The contractor shall arrange and ensure proper contingency plans to meet any unexpected obstruction to the contractor or any employees in rendering the repair or any part of the same under this agreement to the Bank.

In the event of this agreement comes to end on account of termination or by the expiry of the term/ renewed term of the agreement or otherwise, the contractor shall render all reasonable assistance and help to the bank and to any, new contractor engaged by the Bank, for smooth switch over and continuity of the repair work.

In the event of failure of the contractor to render the repair work without prejudice to any other right the bank shall have as per this agreement, the Bank at its sole discretion may make alternative arrangements for getting the repair works from any other source. And if the Bank gives a prior notice to the contractor before availing such services from any other alternative source, the contractor shall liable to reimburse the expenses, if any incurred by the Bank in availing such repairs from the alternative source.

#### **Vendor's Obligation**

The Vendor is obliged to work closely with SBI's staff, act within its own authority and abide by directives issued by SBI from time to time.

The vendor is responsible for managing the activities of its personal and will hold itself responsible for any misdemeanors on the part of its personnel.

The vendor will treat as confidential all data and information about SBI, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any party without prior written approval of SBI.

#### **17. ARBITRATION:**

17.1 Any dispute and items of disagreement arising between the Contractor and Bank, shall be referred to the Chief General Manager or in his absence, the General Manager of SBI and his decision on those matters will be final and binding on the Contractor and bank.

17.2 If any dispute, difference, or question shall at any time arise between the Contractor and the Bank as to the interpretation of this agreement or concerning anything herein contained or arising out of this agreement except that stated in (i) above or as to the rights, liabilities and duties of the said parties hereunder, or as to the execution of the said works, except in respect of the matters for which it is provided herein, that the decision of the Bank is final and binding, the same shall be referred to the Arbitration.

17.2 The place of Arbitration shall be at Mumbai and the language used in the arbitral proceedings shall be English. Arbitration shall be conducted by a mutually appointed sole arbitrator. If the parties are unable to agree upon a sole Arbitrator, each party shall appoint one Arbitrator and the two Arbitrators so appointed by the parties shall appoint the third Arbitrator, who shall be the chairman of the Arbitral Tribunal.

The Arbitral award shall be in writing and subject to the provisions of the Arbitration and conciliation Act, 1996 Act shall be enforceable in any court of competent jurisdiction.

Pending the submission to Arbitration and thereafter, till the Arbitrator or the Arbitral Tribunal renders the award of decision, the parties shall, except in the event of termination of this agreement or in the event of any interim order/ award is granted under the afore stated act, continue to perform their obligations under this agreement.

#### **GOVERNING LAW & JURISDICTION:**

18.1 The agreement shall be governed and constructed in accordance with the laws of Republic of India.

18.2 The parties agrees to submit to the exclusive jurisdiction of the appropriate court in Mumbai in connection with any dispute between the parties under the Agreement.

#### **ENTIRE AGREEMENT:**

19.1 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supplement all prior written agreements, undertakings, understandings and negotiations, both written and oral, between the parties with respect to the subject matter of the agreement, except which are expressly annexed or attached to this agreement and saved by this agreement. No representation, inducement, promise, understanding, condition or warranty not set forth herein has been made or relied upon by any party hereto.

19.2 This agreement comprises this agreement and all provisions/ terms/ conditions/ Appendices/ Addendums / Annexure, Schedule, Appendix, Tender documents ref. No. GIT201905038 dated 23/05/2019 and all amendments therein agreed by the Parties in writing. Parties shall be bound by the terms and conditions contained therein.

#### **20. SEVERABILITY:**

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20.1 If any part or provisions of this agreement is or becomes illegal invalid or unenforceable, that part or provision shall be ineffective to the extent of such invalidity or unenforceability only. Without in any way affecting the validity or enforceability of the remaining parts of said provision or the remaining provisions of this agreement. The parties hereby agrees to attempt to substitute any invalid or unenforceable provision with a valid or enforceable provision, which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

#### 21 NOTICES:

21.1 Any notice, invoice, approval, advice, report or any other communication required to be given under this agreement shall be in writing and may be given by delivering the same by hand or sending the same by prepaid registered mail or email to the relevant address set forth below or such other address as each party may notify in writing to the other party from time to time. Any such notice given as aforesaid shall be deemed to be served or received at the time upon delivery (if Delivered by hand) or upon actual receipt (given by email or if sent by post) after duly service of such notice on either party.

A notice shall be effective when it is delivered on or on the effective date of the notice, whichever is later.

21.3 Address for communication to the parties are as under:

21.3.1 To the Bank,  
Vice President & Circle Head,  
SBIIIMS GITC Circle Office  
1<sup>st</sup> Floor, C Wing, State Bank Global IT Center,  
Sector-11, CBD Belapur,  
Navi Mumbai.

21.3.2 To Contractor

**M/s MONALISA CONSTRUCTIONS**

6- B/4, KAPADIAN NAGAR

CST ROAD, KURLA WEST

MUMBAI-400070

#### 22. MISCELLANEOUS:

Any provision of this agreement may be amended or waived, if, and only if such amendment or waiver is in writing and signed, in the case of an amendment by each party, or in this case of a waiver, by the party against whom the waiver is to be effective.

No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power of privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

Neither this agreement nor any provision hereof is intended to confer upon any person/s other than the parties to this agreement any rights or remedies hereunder.

The contractor shall execute and deliver such additional documents and perform such additional actions, as may be necessary, appropriate or reasonably requested to carry out or evidence the transactions contemplated hereby.

In case of any change in applicable laws that has an effect on the terms of the agreement, the parties agree that the agreement may be reviewed, and if deemed necessary by the parties, make necessary amendments to the agreement by mutual agreement in good faith.

If this agreement is signed in counterparts, each counterpart shall be deemed to be an original.

The contractor shall not assign or transfer all or any of its rights, benefits or obligations under this agreement without the approval of the Bank. The Bank may, at any time, assign, or transfer all or any of its rights, benefits and obligations under this agreement.

The contractor agrees that they shall not use logo, trademark, copy rights or other proprietary rights of the bank in any advertisement or publicity materials or any other written communication with any other party, without the prior written consent of the bank.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives as of the date and day first mentioned above.

State Bank of India

**Contractor**

Name: -

Name:-

Designation:-

Designation:- PROPRIETOR

Date: - 08/08/2019

WITNESS:-

(1) Name:

Address :

(2) Name:

Address:

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## **SECTION – 1**

### **INSTRUCTIONS TO THE TENDERERS**

#### **1.0 Scope of work**

Sealed Tenders are invited **by SBIIMS**, for and behalf of SBI for the Proposed ac Work at GITC Building, At Sector 11, CBD Belapur, Navi Mumbai.

##### **1.1 Site and its location**

**The proposed work is to be carried out at various locations of GITC Building At Sector 11, CBD Belapur, Navi Mumbai.**

##### **2.0 Tender documents**

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

##### **Instructions to tenderers**

##### **General conditions of Contract**

##### **Special conditions of Contract**

##### **Additional specifications**

##### **Drawings**

##### **Priced bid**

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

- a) Price Bid
- b) Additional Specifications
- c) Technical specifications
- d) Drawings
- e) Special conditions of contract
- f) General conditions of contract
- g) Instructions to Tenderers

2.3 Complete set of tender documents including relative drawings can be downloaded from the website [www.sbi.co.in](http://www.sbi.co.in)

2.4 The tender documents are not transferable.

#### **3.0 Site Visit**

3.1 The tenderer must obtain himself on his own responsibility and his own expenses all information and data that may be required for the purpose of filling this tender document and enter into a contract for the satisfactory performance of the work. The tenderer is requested satisfy himself regarding the availability of water, power, transport and communication facilities, the character

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quality and quantity of the materials, labour, the law and order situation, climatic conditions local authorities requirement, traffic regulations etc.

The tenderer will be fully responsible for considering the financial effect of any or all the factors while submitting his tender.

#### 4.0 Earnest Money

4.1 The tenderers are requested to submit the Earnest Money of **Rs.1,500/- (One thousand Five Hundred only) by means of Demand Draft / Pay Order** (Valid for a period of 180 Days from the last date of submission of the tender) from any scheduled Nationalized Bank drawn **in favour of SBI Infra Management Solutions Pvt. Ltd. and payable in Mumbai.**

4.2 EMD in any other form other than as specified above will not be accepted. Tender not accompanied by the EMD in accordance with clause 4.1 above shall be rejected.

4.3 No interest will be paid on the EMD.

4.4 EMD of unsuccessful tenderer will be refunded within 30 days of award of Contract.

4.5 EMD of successful tenderer will be retained as a part of security deposit.

#### 5.0 Initial/ Security Deposit

The successful tenderer will have to submit a sum equivalent to 2% of accepted tender value less EMD by means of DD drawn in favour of SBIIMS Pvt. Ltd. within a period of 15 days of acceptance of tender.

#### 6.0 Security Deposit

6.1 Total security deposit shall be 5% of contract value. Out of this 2% of contract value is in the form of Initial Security Deposit (ISD) which includes the EMD. Balance 3% shall be deducted from the running account bill of the work at the rate of 10% of the respective running account bill i.e., deduction from each running bill account will be @10% till Total Security Deposit (TSD) including ISD reaches to 5% of contract value. The 50% of the Total Security Deposit shall be paid to the contract on the basis of architect's certifying the virtual completion. The balance 50% would be paid to the contractors after the defects liability period as specified in the contract.

#### 6.2 Additional Security Deposit

In case L-1 bidder quotes abnormally low rates (i.e. 10% or more, below estimated project cost), the bank may ask such bidder to deposit additional security deposit (ASD) equivalent to difference of estimated cost vis-à-vis L1 quoted amount for due fulfillment of contract. Such ASD could be in the form of FDR / Bank's guarantee in the Bank's name as per format approved by the Bank. On successful completion of work ASD will be returned to the contractor. In case contractor fails to complete the work in time or as per tender specification or leave the job incomplete, the bank will be at liberty to recover the dues from ASD or to forfeit such ASD as the case may be within its sole discretion.

6.3 No interest shall be paid to the amount retained by the Bank as Security Deposit.

#### 7.0 Signing of contract Documents

The successful tenderer shall be bound to implement the contract by signing an agreement and conditions of contract attached herewith within 30 days from the receipt of intimation of acceptance of the tender by the Bank. However, the written acceptance of the tenders by the

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

## 8.0 Completion Period

Time is essence of the contract. The work should be completed in all respect accordance with the terms of contract within a period of 30 **days** from the date of award of work.

## 9.0 Validity of tender

Tenders shall remain valid and open for acceptance for a period of 90 days from the date of opening price bid. If the tenderer withdraws his/her offer during the value period or makes modifications in his/her original offer which are not acceptable to Bank without prejudice to any other right or remedy the Bank shall be at liberty forfeit the EMD.

## 10.0 Liquidated Damages

The liquidated damages shall be 0.50% per week subject to a maximum of 5% of contract value.

### 11.0 Rate and prices:

#### 11.1 In case of item rate tender

11.1.1 The tenderers shall quote their rates for individual items both in words and figure. In case of discrepancy between the rate quoted in words and figures, the unit rate quantity in words will prevail. If no rate is quoted for a particular item the contractor shall not be paid for that item when it is executed. The amount of each item shall be calculated and the requisite total is given. In case of discrepancy between the unit rate and the total amount calculated from multiplication of unit rate and the quantity the unit rate quoted will govern and the amount will be corrected.

11.1.2 The tenderers need not quote their rates for which no quantities have been given. In case the tenderers quote their rates for such items those rates will be ignored and will not be considered during execution.

11.1.3 The tenderers should not change the units as specified in the tender. If any unit is changed the tenders would be evaluated as per the original unit and the contractor would be paid accordingly. The tenderer should not change or modify or delete the description of the item. If any discrepancy is observed he should immediately bring to the knowledge of the Architect/ SBIIMS Pvt. Ltd.

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

11.1.5 Each page shall be totalled and the grand total shall be given.

11.1.6 The rate quoted shall be firm and shall include all costs, allowances etc. except G.S.T, which shall be payable / reimbursed at actuals.

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

11.1.8 In case it is decided by the SBIIMS Pvt. Ltd. to drop one or more buildings from the scope of work at any stage of the project, the contractor shall not be entitled to raise any claim / compensation for such deleted scope of work. Also, the SBIIMS Pvt. Ltd. may consider issuing work order for various buildings in phases but within a reasonable time interval and the contractor shall be bound to execute the same within the stipulated time period and as per rates quoted by them in this tender without any claim for price escalation.

## **GENERAL CONDITIONS OF CONTRACT**

1.0 **Definitions:** - "Contract means the documents forming the tender and the acceptance thereof and the formal agreement executed between SBI Infra Management Solutions Pvt. Ltd. (client) and the contractor, together with the documents referred there in including these conditions, the

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specifications, designs, drawings and instructions issued from time to time by the Architects / Bank and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.

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

1.1.1 'SBIIMS' shall mean SBI Infra Management Solutions Pvt. Ltd. (Service Provider) having its Head Office, Ground Floor, Raheja Chambers, Free Press Marg, Nariman Point, Mumbai- 400 021 and includes the client's representatives, successors and assigns.

**1.1.2 SBIIMS shall mean SBI INFRA MANAGEMENT SOLUTION PVT. LTD., Mumbai.**

1.1.3 'Site Engineer' shall mean an Engineer appointed by the SBIIMS at site as their representative for day-to-day supervision of work and to give instructions to the contractors.

1.1.4 'The Contractor' shall mean the individual or firm or company whether incorporate not, undertaking the works and shall include legal personal representative of individual or the composing the firm or company and the permitted assignees of individual or firms of company.

The expression 'works' or 'work' shall mean the permanent or temporary work description in the "Scope of work" and / or to be executed in accordance with the contract includes materials, apparatus, equipment, temporary supports, fittings and things of kinds to be provided, the obligations of the contractor hereunder and work to be done by the contractor under the contract.

1.1.5 'Engineer' shall mean the representative of the Architect/consultant.

1.1.6 'Drawings' shall mean the drawings prepared by the Architects and issued by the Engineer and referred to in the specifications and any modifications of such drawings as may be issued by the Engineer from time to time 'Contract value shall mean value of the entire work as stipulated in the letter of acceptance of tender subject such additions there to or deductions there from as may be made under the provide herein after contained.

1.1.7 Specifications' shall mean the specifications referred to in the tender and modifications thereof as may time to time be furnished or approved by the Architect/ Consultant.

1.1.8 "Month" means calendar month.

1.1.9 "Week" means seven consecutive days.

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

1.1.11 "SBIIMS's Engineer" shall mean The Civil / Electrical Engineer in - charge of the Project, as nominated by the M.D. & CEO, SBI Infra Management Solutions Pvt. Ltd.

1.1.12 The following shall constitute the Joint Project Committee (herein under referred to as JPC) for assessing and reviewing the progress of the work on the project and to issue instructions or directions from time to time for being observed and followed by the Architects Site Engineer / PMC and other consultants / contractors engaged in the execution of the project.

- i) Vice President – Circle Head of SBIIMS Pvt. Ltd.
- ii) SBIIMS Engineer (Civil and Electrical) in-charge of the Project, as may be nominated by the M.D. & CEO, SBI Infra Management Solutions Pvt. Ltd. .... Members.
- iii) Concerned partner of the Architects and their Resident Architect.... Member.

## **CLAUSE**

### **1.0 Total Security Deposit**

Total Security deposit comprise of

Earnest Money Deposit

Initial security deposit

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### Retention Money

**a) Earnest Money Deposit -**

The tenderer shall furnish EMD of **Rs.1,500/- (One thousand Five Hundred only)** in the form of Demand draft or bankers cheque drawn in favour of SBIIMS PVT. LTD., on any Scheduled Bank. No tender shall be considered unless the EMD is so deposited in the required form. No interest shall be paid on this EMD. The EMD of the unsuccessful tenderer shall be refunded soon after the decision to award the contract is taken without interest. The EMD shall stand absolutely forfeited if the tenderer revokes his tender at any time the period when he is required to keep his tender open acceptance by the SBIIMS Pvt. Ltd. or after it is accepted by the SBIIMS Pvt. Ltd. the contractor fails to enter into a formal agreement or fails to pay the initial security deposit as stipulated or fails to commence the work within the stipulated time.

**b) Initial Security Deposit (ISD)**

The amount of ISD shall be 2% of accepted value of tender including the EMD in the form of DD/FDR drawn on any scheduled Bank and shall be deposited within 15 days from the date of acceptance of tender.

### ADDITIONAL SECURITY DEPOSIT / PERFORMANCE GUARANTEE

In case L-1 bidder quotes abnormally low rates (i.e. 10% or more, below estimated project cost), the bank may ask such bidder to deposit additional security deposit (ASD) equivalent to difference of estimated cost vis-à-vis L1 quoted amount for due fulfillment of contract as performance guarantee. Such ASD could be in the form of FDR / Bank's guarantee in the Bank's name as per format approved by the Bank. On successful completion of work ASD will be returned to the contractor. In case contractor fails to complete the work in time or as per tender specification or leave the job incomplete, the bank will be at liberty to recover the dues from ASD or to forfeit such ASD as the case may be within its sole discretion.

No interest shall be paid to the amount retained by the Bank as Security Deposit.

**c) Retention Money: -**

Besides the SD as deposited by the contractor in the above said manner, the Retention money shall be deducted from the running account bill at the rate of 10% of the gross value of work done by the contractor and claimed in each bill provided the total security deposit i.e. ISD plus EMD plus Retention Money shall both together not exceed 5% of the contract value. The 50% of the total security deposit shall be refunded to the contractor without any interest on issue of Virtual Completion certificate by the Architect/consultant. The balance 50% of the total security deposit shall be refunded to the contractors without interest within fifteen days after the end of defects liability period provided the contractor has satisfactorily attended to all defects in accordance with the conditions of contract including site clearance.

### 2.0 Language

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

### 3.0 Errors, omissions and discrepancies

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

- i) Between scaled and written dimension (or description) on a drawing, the latter shall be adopted.

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

#### **4.0 Scope of Work:**

The contractor shall carryout complete and maintain the said work in every respect strictly accordance with this contract and with the directions of and to the satisfaction Bank to be communicated through the architect/consultant. The architect/consultant at the directions of the SBIIMS from time to time issue further drawings and / or write instructions, details directions and explanations which are here after collectively references to as Architect's /consultant's instructions in regard to the variation or modification of the design, quality or quantity of any work or the addition or omission or substitution work. Any discrepancy in the drawings or between BOQ and / or drawings and / or specifications. The removal from the site of any material brought thereon by the Contractor and any substitution of any other materials therefore the removal and / or re-executed of any work executed by him. The dismissal from the work of any person engaged thereupon.

#### **5.0 i) Letter of Acceptance:**

Within the validity period of the tender the SBIIMS shall issue a letter of acceptance directly or through the architect by registered post or otherwise depositing at the of the contractor as given in the tender to enter into a Contract for the execution of the work as per the terms of the tender. The letter of acceptance shall constitute a bind contract between the SBIIMS and the contractor.

#### **ii) Contract Agreement:**

On receipt of intimation of the acceptance of tender from the SBIIMS Pvt. Ltd / Architect the successful tenderer shall be bound to implement the contract and within fifteen days there of shall sign an agreement in a nonjudicial stamp paper of appropriate value.

#### **6.0 Ownership of drawings:**

All drawings, specifications and copies thereof furnished by the SBIIMS Pvt. Ltd SBI through its Architect / consultants are the properties of the SBIIMS Pvt. Ltd. They are not to be used on other work.

#### **7.0 Detailed drawings and instructions:**

The SBIIMS Pvt. Ltd. through its architects / consultants shall furnish with reasonable proper additional instructions by means of drawings or otherwise necessary for the execution of the work. All such drawings and instructions shall be consistent with contract documents, true developments thereof and reasonably inferable there.

The work shall be executed in conformity therewith and the contractor prepare a detailed programme schedule indicating therein the date of start and completion of various activities on receipt of the work order and submit the same to the SBIIMS Pvt. Ltd. through the architect/consultant

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#### 7.0 **Copies of agreement**

Two copies of agreement duly signed by both the parties with the drawings shall be handed over to the contractors.

#### 8.0 **Liquidated damages:**

If the contractor fails to maintain the required progress in terms of clause 6. 0 of GOC or to complete the work and clear the site including vacating their office on or before the contracted or extended date of completion, without justification in support of the cause of delay, he may be called upon without prejudice to any other right of remedy available under the law to the SBIIMS Pvt. Ltd. on account of such breach to pay a liquidated damages at the rate of 0.50% of the contract value which subject to a maximum of 5% of the contract value.

#### 9.0 **Materials, Appliances and Employees**

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

#### 10.0 **Permits, Laws and Regulations:**

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

#### 11.0 **Setting out Work:**

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

#### 12.0 **Protection of works and property:**

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

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He shall take adequate care and steps for protection of the adjacent properties. The contractor shall take all precautions for safety and protections of his employees on the works and shall comply with all applicable provisions of Govt. and local bodies' safety laws and building codes to prevent accidents, or injuries to persons or property on about or adjacent to his place of work. The contractor shall take insurance covers as per clause 24.0 at his own cost. The policy may be taken in joint names of the contractor and the SBIIMS Pvt. Ltd. and the original policy may be lodged with the SBIIMS Pvt. Ltd.

### **13.0 Inspection of work:**

The SBIIMS Pvt. Ltd. / Architect / Consultant or their representatives shall at all reasonable times have free access to the work site and / or to the workshop, factories, or other places where materials are lying or from where they are obtained and the contractor shall give every facility to the SBIIMS Pvt. Ltd./Architect/consultant and their representatives necessary for inspection and examination and test of the materials and workmanship. No person unless authorized by the SBIIMS Pvt. Ltd./ Architect /Consultant except the representative of Public authorities shall be allowed on the work at any time. The proposed work either during its construction stage or its completion can also be inspected by the Chief Technical Examiner's Organization a wing of Central Vigilance commission.

### **14.0 Assignment and subletting**

The whole of work included in the contract shall be executed the contractor and he shall not directly entrust and engage or indirectly transfer, assign or underlet the contract or any part or share there of or interest therein without the written consent of the SBIIMS Pvt. Ltd. through the Architect and no undertaking shall relieve the contractor from the responsibility of the contractor from active & superintendence of the work during its progress.

### **15.0 Quality of materials, workmanship & Test**

All materials and workmanship shall be best of the respective kinds described in the contract and in accordance with Architect/consultant instructions and shall be subject from time to time to such tests as the architect/consultant may direct at the place of manufacture or fabrication or on the site or an approved testing laboratory. The contractor shall provide such assistance, instruments, machinery, labor, and materials as are normally required for examining measuring sampling and testing any material or part of work before incorporation in the work for testing as may be selected and required by the architect/consultant.

#### **ii) Samples**

All samples of adequate numbers, size, shades & pattern as per specifications shall be supplied by the contractor without any extra charges. If certain items proposed to be used are of such nature that samples cannot be presented or prepared at the site detailed literature / test certificate of the same shall be provided to the satisfaction of the Architect/consultant. Before submitting the sample / literature the contractor shall satisfy himself that the material / equipment for which he is submitting the sample / literature meet with the requirement of tender specification. Only when the samples are approved in writing by the architect / consultant the contractor shall proceed with the procurement and installation of the particular material / equipment. The approved samples shall be signed by the Architect / Consultant for identification and shall be kept on record at site office until the completion of the work for inspection / comparison at any time. The Architect/Consultant shall take reasonable time to approve the sample. Any delay that might occur in approving the samples for reasons of its not

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meeting the specifications or other discrepancies inadequacy in furnishing samples of best qualities from various manufacturers and such other aspects causing delay on the approval of the materials / equipment etc. shall be to the account of the contractor.

iii) **Cost of tests**

The cost of making any test shall be borne by the contractor if such test is intended by or provided for in the specification or BOQ.

iv) **Costs of tests not provided for**

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

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

**16.0 Obtaining information related to execution of work**

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

**17.0 Contractor's superintendence**

The contractor shall give necessary personal superintendence during the execution the works and as long, thereafter, as the Architect / Consultant may consider necessary until the expiry of the defects liability period, stated here to.

**18.0 Quantities**

- i) The bill of quantities (BOQ) unless or otherwise stated shall be deemed to have been prepared in accordance with the Indian Standard Method of Measurements and quantities. The rate quoted shall remain valid for variation of quantity against individual item to any extent. The entire amount paid under Clause 19, 20 hereof as well as amounts of prime cost and provision sums, if any, shall be excluded.

**19.0 Works to be measured**

The Architect/Consultant may from time to time intimate to the contractor that he requires the work to be measured and the contractor shall forthwith attend or send a quantity representative to assist the Architect in taking such measurements and calculation and to furnish all particulars or to give all assistance required by any of them. Such measurements shall be taken in accordance with the Mode of measurements detail in the specifications. The representative of the Architect / Consultant shall take measurements with the contractor's representative and the measurements shall be entered in the measurement book. The contractor or his authorized representative shall sign all the pages of the measurement book in which the measurements have been recorded in token of his acceptance. All the corrections shall be duly attested by both representatives. No over writings shall be made in the M book should the contractor not attend or neglect or omit to depute his representative to take measurements the measurements recorded by the representative of the Architect / consultant shall

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be final. All authorized extra work, omissions and all variations made shall be included such measurement.

## 20.0 Variations

No alteration, omission or variation ordered in writing by the Architect / consultant vitiates the contract. In case the SBIIMS Pvt. Ltd. / Architect / Consultant thinks proper at any during the progress of works to make any alteration in, or additions to or omission from the works or any. alteration in the kind or quality of the materials to be used therein, the Architect / Consultant shall give notice thereof in writing to the contractor shall confirm in writing within seven days of giving such oral instructions the contract shall alter to, add to, or omit from as the case may be in accordance with such but the contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the contract, stipulations, specifications or contract drawings without previous consent in writing of the Architect/ Consultant and the value of such extras, alterations, additions or omissions shall in all cases be determined by the Architect / Consultant and the same shall be added to or deducted from the contract value, as the case may be.

## 21.0 Valuation of Variations

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

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

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plus 15% towards establishment charges, contractor's overheads and profit. Such items shall, not be eligible for escalation.

## 22.0 Final measurement

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

## 23.0 Virtual Completion Certificate (VCC)

On successful completion of entire works covered by the contract to the full satisfaction of the SBIIMS Pvt. Ltd., the contractor shall ensure that the following works have been completed the satisfaction of the SBIIMS Pvt. Ltd.:

- a) Clear the site of all scaffolding, wiring, pipes, surplus materials, contractor's labour equipment and machinery.
- b) Demolish, dismantle and remove the contractor's site office, temporary works, structure including labour sheds/camps and constructions and other items and things whatsoever brought upon or erected at the site or any land allotted to the contractor by the SBIIMS Pvt. Ltd. not incorporated in the permanent works.
- c) Remove all rubbish, debris etc. from the site and the land allotted to the contractor the SBIIMS Pvt. Ltd. and shall clear, level and dress, compact the site as required by the SBIIMS Pvt. Ltd.
- d) Shall put the SBIIMS Pvt. Ltd. in undisputed custody and possession of the site and all land allot by the SBIIMS Pvt. Ltd.
- e) Shall hand over the work in a peaceful manner to the SBIIMS Pvt. Ltd.
- f) All defects / imperfections have been attended and rectified as pointed out by the Architects to the full satisfaction of SBIIMS Pvt. Ltd.

Upon the satisfactory fulfillment by the contractor as stated above, the contractor is entitled to apply to the Architect / consultant is satisfied of the completion of work. Relative to which the completion certificate has been sought, the Architect/ consultant shall within fourteen (14) days of the receipt of the application for completion certificate, issue a VCC in respect of the work for which the VCC has applied.

This issuance of a VCC shall not be without prejudice to the SBIIMS's rights and contractor liabilities under the contract including the contractor's liability for defects liability nor shall the issuance of VCC in respect of the works or work at any site be construction as a waiver of any right or claim of the SBIIMS Pvt. Ltd. against the contractor in respect of or work at the site and in respect of which the VCC has been issued.

## 24.0 Work by other agencies

The SBIIMS Pvt. Ltd. / Architect / consultant reserves the rights to use premises and any portion the site for execution of any work not included in the scope of this contract which it may desire to have carried out by other persons simultaneously and the contractor shall not only allow but also extend reasonable facilities for the execution of such work. The contractor however shall

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not be required to provide any plant or material for the execution of such work except by special arrangement with the SBI. Such work shall be carried out in such manner as not to impede the progress of the works included in the contract.

## 25.0 Insurance of works

25.1 Without limiting his obligations and responsibilities under the contract the contractor shall insure in the joint names of the SBIIMS Pvt. Ltd. and the contractor against all loss of damages from whatever cause arising other than the excepted risks, for which he is responsible under the terms of contract and in such a manner that the SBIIMS Pvt. Ltd. and contractor are covered for the period stipulated I clause of GCC and are also covered during the period of maintenance for loss or damage arising from a cause, occurring prior to the commencement of the period of maintenance and for any loss or damage occasioned by the contractor in the course of any operations carried out by him for the purpose of complying with his obligations under clause.

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

## 25.2 Damage to persons and property

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

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

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### 25.3 Contractor to indemnify SBIIMS Pvt. Ltd.

The contractor shall indemnify the SBIIMS Pvt. Ltd. against all claims, proceedings, damages, costs, charges and expenses in respect of the matters referred to in the provision sub-clause 25.2 of this clause.

### 25.4 Contractor's superintendence

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

### 25.5 Third Party Insurance

25.5.1 Before commencing the execution of the work the contractor but without limiting his obligations and responsibilities under clause 24.0 of GCC shall insure against his liability for any material or physical damage, loss, or injury which may occur to any property including that of SBIIMS Pvt. Ltd., or to any person, including any employee of the SBIIMS Pvt. Ltd., by or arising out of the execution of the works or in the carrying out of the contract, otherwise than due to the matters referred to in the provision to clause 24.0 thereof.

#### 25.5.2 Minimum amount of Third Party Insurance

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

25.6 The minimum insurance cover for physical property, injury, and death is Rs.5 Lakh per occurrence with the number of occurrences limited to four. After each occurrence contractor will pay additional premium necessary to make insurance valid for four occurrences always.

### 25.7 Accident or Injury to workman:

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

#### 25.7.2 Insurance against accidents etc. to workmen

The contractor shall insure against such liability with an insurer approved by the SBIIMS Pvt. Ltd. during the whole of the time that any persons are employed by him on the works and shall, when required, produce to the architect / consultant such policy of insurance and receipt for payment of the current premium. Provided always that, in respect of any persons employed by any sub-contractor the contractor's obligation to insured as aforesaid under this sub-clause shall be satisfied if the sub-contractor shall have insured against the liability in respect of such persons in such manner that

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SBIIMS Pvt. Ltd. is indemnified under the policy but the contractor shall require such sub-contractor to produce to the Architect /consultant when such policy of insurance and the receipt for the payment of the current premium.

#### **25.7.3 Remedy on contractor's failure to insure**

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

25.7.4 Without prejudice to the others rights of the SBIIMS Pvt. Ltd. against contractors. In respect of such default, the employer shall be entitled to deduct from any sums payable to the contractor the amount of any damages costs, charges, and other expenses paid by the SBIIMS Pvt. Ltd. and which are payable by the contractors under this clause. The contractor shall upon settlement by the Insurer of any claim made against the insurer pursuant to a policy taken under this clause, proceed with due diligence to rebuild or repair the works destroyed or damaged. In this event all the monies received from the Insurer in respect of such damage shall be paid to the contractor and the Contractor shall not be entitled to any further payment in respect of the expenditure incurred for rebuilding or repairing of the materials or goods destroyed or damaged.

#### **26.0 Commencement of Works:**

The date of commencement of the work will be reckoned as the date, fifteen days from the date of award of letter by the SBIIMS Pvt. Ltd.

#### **27.0 Time for completion**

Time is essence of the contract and shall be strictly observed by the contractor. The entire work shall be completed within a period of 14 days from the date of commencement. If required in the contract or as directed by the Architect / consultant. The contractor shall complete certain portions of work before completion of the entire work. However, the completion date shall be reckoned as the date by which the whole work is completed as per the terms of the contract.

#### **28.0 Extension of time**

If, in the opinion of the Architect/consultant, the work be delayed for reasons beyond the control of the contractor, the Architect/consultant may submit a recommendation to the SBIIMS Pvt. Ltd. to grant a fair and reasonable extension of time for completion of work as per the terms of contract. If the contractor needs an extension of time for the completion of work or if the completion of work is likely to be delayed for any reasons beyond the due date of completion as stipulated in the contract, the contractor shall apply to the SBIIMS Pvt. Ltd. through the Architect' Consultant in writing at least 30 Days before the expiry of the scheduled time and while applying for extension of time he shall furnish the reason in detail and his justification if an', for the delays. The architect/consultant shall submit their recommendations to the SBIIMS Pvt. Ltd. in the prescribed format for granting extension of time. While granting extension of time the contractor shall be informed the period extended time which will qualify for levy of liquidated damages. For the balance period in excess of original stipulated period and duly sanctioned extension of time by the provision of liquidated damages as stated under clause 10.0 shall become applicable. Further the contract shall remain in force even for the period beyond the due date of completion irrespective whether the extension is granted or not.

#### **29.0 Rate of progress**

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

### **30.0 Work during nights and holidays**

Subject to any provision to the contrary contained in the contract no permanent work shall save as herein provided be carried on during the night or on holidays without the permission in writing of the Architect / consultant, save when the work is unavoidable or absolutely necessary for the saving of life or property or for the safety of the work in which case the contractor shall immediately advise the Architect / consultant. However, the provisions of the clause shall not be applicable in the case of any work which becomes essential to carry by rotary or double shifts in order to achieve the progress and quality of the part of the works being technically required / continued with the prior approval of the Architect / consultant at no extra cost to the SBIIMS Pvt. Ltd.

All work at night after obtaining approval from competent authorities shall be carried out without unreasonable noise and disturbance.

### **31.0 No compensation or restrictions of work**

If at any time after acceptance of the tender SBIIMS Pvt. Ltd. shall decide to abandon or reduce the scope of work for any reason whatsoever and hence not required the whole or any part of the work to be carried out. The Architect / consultant shall give notice in writing that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise what so ever on account of any profit or advantage which he might have derived from the execution of the Work fully but which he did not derive in consequence of the foreclosure of the whole or part of the work.

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

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

### **32.0 Suspension of work**

- i) The contractor shall, on receipt of the order in writing of the Architect / consultant (whose decision shall be final and binding on the contractor) suspend the progress of works or any part thereof for such time and in such manner as Architect / consultant may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of following reasons:

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- a) On account any default on the part of the contractor, or
- b) For proper execution of the works or part thereof for reasons other than the default the contractor, or
- c) For safety of the works or part thereof.  
The contractor shall, during such suspension, properly protect and secure the works the extent necessary and carry out the instructions given in that behalf by the Architect / consultant.
- i) If the suspension is ordered for reasons (b) and (c) in sub-para (i) above: The contractor shall be entitled to an extension of time equal to the period of every such suspension. No compensation whatsoever shall be paid on this account.

### 33 **Action when the whole security deposit is forfeited**

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

- a) To rescind the contract (of which rescission notice in writing to the contractor by - Architect / consultant shall be conclusive evidence) and in which case the security, deposit of the contractor shall be forfeited and be absolutely at the disposal of SBIIMS Pvt. Ltd..
- b) To employ labour paid by the SBIIMS Pvt. Ltd. and to supply materials to carry out the work, or part of the work, debiting the contractor with the cost of the labour and materials cost of such labour and materials as worked out by the Architect/consultant shall final and conclusive against the contractor) and crediting him with the value of the work done, in all respects in the same manner and at the same manner and at the same rates as if it had been carried out by the contractor under the terms of this contract certificate of architect /consultant as to the value of work done shall be final conclusive against the contractor.
- c) To measure up the work of the contractor, and to take such part thereof as shall unexecuted, out of his hands, and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him ( The amount of which excess the certificates in writing of the Architects / consultant shall final and conclusive) shall be borne by original contractor and may be deducted f any money due to him by SBIIMS Pvt. Ltd. under the contract or otherwise, or from his security deposit or the proceeds of sale thereof, or sufficient part thereof.

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

### 34.0 **Owner's right to terminate the contract**

If the contractor being an individual or a firm commit any 'Act of insolvency' or shall be adjusted an insolvent or being an incorporated company shall have an order for compulsory winding up voluntarily or subject to the supervision of Govt. and of the Official Assignee of the liquidator in such acts of

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insolvency or winding up shall be unable within seven days after notice to him to do so, to show to the reasonable satisfaction of the Architect / Consultant that he is able to carry out and fulfill the contract, and to dye security therefore if so required by the Architect / Consultant. Or if the contractor (whether an individual firm or incorporated Company) shall suffer execution to be issued or shall suffer any payment under this contract to be attached by or on behalf of any of the creditors of the contractor.

Or shall assign or sublet this contract without the consent in writing of the SBIIMS Pvt. Ltd. through the Architect/Consultant or shall charge or encumber this contract or any payment due to which may become due to the contractor there under:

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

Then and in any of said cases the SBIIMS Pvt. Ltd. and or the Architect / consultant, may not withstanding any previous waiver, after giving seven days' notice in writing to the contractor, determine the contract, but without thereby affecting the powers of the SBIIMS Pvt. Ltd. or the Architect / consultant or the obligation and liabilities of the contractor the whole of which shall continue in force as fully as if the contract had not been determined and as if the works subsequently had been executed by or on behalf of the contractor. And, further the SBIIMS Pvt. Ltd. through the Architect / consultant their agents or employees may enter upon and take possession of the work and all plants, took scaffoldings, materials, sheds, machineries lying upon the premises or on the adjoining lands or roads use the same by means of their own employees or workmen in carrying on and completing the work or by engaging any other contractors or persons to the work 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 persons employed for complement and finishing or using the materials and plant for the works.

When the works shall be completed or as soon thereafter as convenient the SBIIMS Pvt. Ltd. or architect / consultant shall give a notice in writing to the contractor to remove his surplus materials and plants and should the contractor fail to do so within 14 days after receive thereof by him the SBIIMS Pvt. Ltd. sell the same by publication, and after due publication, and shall, adjust the amount realized by such auction. The contractor shall have no right to question any of the act of the SBIIMS Pvt. Ltd. incidental to the sale of the materials etc.

### 35.0 Certificate of payment

The contractor shall be entitled under the certificates to be issued by the Architect / consultant to the contractor within 10 working days from the date of certificate to payment from SBIIMS Pvt. Ltd. from time to time. The SBIIMS Pvt. Ltd. shall recover the statutory recovering other dues including the retention amount from the certificate of payment.

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Provided always that the issue of any certificate by the Architect / consultant during progress of works or completion shall not have effect as certificate of satisfaction relieve the contractor from his liability under clause.

The Architect / consultant shall have power to withhold the certificate if the work or in part thereof is not carried out to their satisfaction.

The Architect / consultant may by any certificate make any corrections required previous certificate.

The SBIIMS Pvt. Ltd. shall modify the certificate of payment as issued by the architect / consultant from time to time while making the payment

The contractor shall submit interim bills only after taking actual measurements and properly recorded in the M books

The Contractor shall not submit interim bills when the approximate value of work done by him is less than **Rs. 10.0 Lakh**.

The final bill may be submitted by contractor within a period of one month from the date of virtual completion and Architect / consultant shall issue the certificate of payment within a period of two months. The SBIIMS Pvt. Ltd. shall pay the amount within a period of three months from the date of issue of certificate provided there is no dispute in respect of rates and quantities.

The contractor shall submit the interim bills in the prescribed format with all details.

### **36.0 A. Settlement of Disputes and Arbitration**

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

i) If the contractor considers that he is entitled to any extra payment or compensation in respect of the works over and above the amounts admitted as payable by the Architect or in case the contractor wants to dispute the validity of any deductions or recoveries made or proposed to be made from the contract or raise any dispute, the contractor shall forthwith give notice in writing of his claim, or dispute to The M.D.& C.E.O. SBIIMS Pvt. Ltd., Head Office, Raheja Chambers, Free Press Journal Marg, Mumbai And endorse a copy of the same to the Architect, within 30 days from the date of disallowance thereof or the date of deduction or recovery. The said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount claimed and the contractor shall not be entitled to raise any claim nor shall the SBIIMS Pvt. Ltd be in any way liable in respect of any claim by the contractor unless notice of such claim shall have been given by the contractor to the M.D.& C.E.O. SBIIMS Pvt. Ltd., Head Office 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 M.D.& C.E.O. SBIIMS Pvt. Ltd., Head Office in writing in the manner and within the time aforesaid.

### **B. Settlement of Disputes and Arbitration**

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The M.D. & C.E.O. SBIIMS Pvt. Ltd., Head Office shall give his decision in writing on the claims notified by the receipt of the contractor may within 30 days of the receipt of the decision of the M.D. & C.E.O. SBIIMS Pvt. Ltd., Head Office / Submit his claims to the conciliating authority namely the M.D. & C.E.O. SBIIMS Pvt. Ltd., Head Office, Raheja Chambers, Free Press Journal Marg, Mumbai. For conciliation along with all details and copies of correspondence exchanged between him and the SBIIMS Pvt. Ltd.

- iii) 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 M.D. & C.E.O. of the SBIIMS Pvt. Ltd. for appointment of an arbitrator to adjudicate the notified claims falling which the claims of the contractor shall be deemed to have been considered absolutely barred and waived.
- iv) Except where the decision has become final, binding and conclusive in terms of the contract, all disputes or differences arising out of the notified claims of the contractor as aforesaid and all claims of the SBIIMS Pvt. Ltd shall be referred for adjudication through arbitration by the Sole Arbitrator appointed by the M.D. & C.E.O. and who will be of Deputy General Manager rank. It will also be no objection to any such appointment that the Arbitrator so appointed is a SBIIMS Pvt. Ltd., Officer and that he had to deal with the matters to which the Contract relates in the course of his duties as SBIIMS Pvt. Ltd., 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 M.D. & C.E.O. of the SBIIMS Pvt. Ltd. Such person shall be entitled to proceed with the reference from the stage at which it was let by his predecessor.

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

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

The conciliation and arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996 or any or any accordance modification or reenactment thereof and the rules made there under.

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

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

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### 37.0 Water supply

The contractor shall make his own arrangements for water required for the work and nothing extra will be paid for the same. This will be subject to the following condition.

- i) That the water used by the contractor shall be fit for construction purposes to the satisfaction of the Architect / consultant's.
- ii) The contractor shall make alternative arrangements for the supply of water if the arrangement made by the contractor for procurement of water in the opinion of the Architect / consultant is unsatisfactory.
- iii) In case contractor is permitted to use SBIIMS's source of water i.e. Municipal connection, bore well (existing or new) etc., the SBIIMS Pvt. Ltd may consider recovering @1% of contract amount from the final bill of contractor.

37.1 The contractor shall construct temporary well / tube well in SBIIMS Pvt. Ltd land for taking water for construction purposes only after obtaining permission in writing from the SBIIMS Pvt. Ltd. The contractor has to make his own arrangements for drawing and distributing the water at his own cost. He has to make necessary arrangements. To avoid any accidents or damages caused due to construction and subsequent maintenance of the wells. He has to obtain necessary approvals from local authorities, if required, at his own cost. He shall restore the ground to its original condition after wells are dismantled on completion of work or hand over the well to the SBIIMS Pvt. Ltd. without any compensation as directed by the architect / consultant.

### 38.0 Power supply

The contractor shall make his own arrangements for power and supply / distribution system for driving plant or machinery for the work and for lighting purpose at his own cost, the cost of running and maintenance of the plants are to be included in his tender prices, He shall pay all fees and charges required, by the power supply and include the same in his tendered rates and hold the owner free from all such costs. He has to obtain necessary approval from the appropriate authorities, if required.

### 39.0 Treasure trove etc.

Any treasure trove, coin or object antique which may be found on the site shall be the property of SBIIMS Pvt. Ltd. and shall be handed over to the bank immediately.

### 40.0 Method of measurement

Unless otherwise mentioned in the schedule of quantities or in mode of measurement, the measurement will be on the net quantities or work produced in accordance with up to date rules laid down by the Bureau of Indian Standards. In the event any dispute / disagreement the decision of the Architect / consultant shall be final and binding on the corrector.

### 41.0 Maintenance of registers

The contractor shall maintain the following registers as per the enclosed perform at site of work and should produce the same for inspection of SBIIMS Pvt. Ltd /Architect / consultant whenever desired by them. The contractor shall also maintain the records / registers as required by the local authorities / Govt. from time to time.

- i) Register for secured advance ii) Register for hindrance to work iii) Register for running account bill
- iv) Register for labour

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#### 42.0 Force Majeure

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

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

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

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

#### 43.0 Local laws, Acts Regulations:

The contractor shall strictly adhere to all prevailing labour laws inclusive at contract labour (regulation and abolition act of 1970) and other safety regulations. The contractors should comply with the provision of all labour legislation including the latest requirements of the Acts, laws, any other regulations that are applicable to the execution of the project.

- i) Minimum wages Act 1948 (Amended) ii) Payment of wages Act 1936 (Amended) iii) Workmen's compensation Act 1923 (Amended)
- iv) Contract labour regulation and abolition act 1970 and central rules 1971 (Amended)
- v) Apprentice act 1961 (amended) vi) Industrial employment (standing order) Act 1946 (Amended)
- vii) Personal injuries (Compensation insurance) act 1 963 and any other modifications
- viii) Employees' provident fund and miscellaneous provisions Act 1952 and amendment thereof
- ix) Shop and establishment act
- x) Any other act or enactment relating thereto and rules framed there under from time to time.
- xi) Prevailing Indian Electricity rules & act.

#### 44.0 Accidents

The contractor shall immediately on occurrence of any accident at or about the site or in connection with the execution of the work report such accident to the architect / consultant. The contractor shall also such report immediately to the competent authority whenever such report is required to be lodged by the law and take appropriate actions thereof.

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## **SPECIAL CONDITION OF CONTRACT**

### **Scope of work**

1.0 The scope of work is to carry out for the Proposed AIRCONDITIONING work of GITC Building, At Sector 11, CBD Belapur, Navi Mumbai.

2.0 Address of site

The site is located at various locations at **GITC Building, At Sector 11, CBD Belapur, Navi Mumbai.**

3.0 **Dimensions and levels**

All dimensions and levels shown on the drawings shall be verified by the contractor and the site and he will be held responsible for the accuracy and maintenance of. All the dimensions and the levels. Figured dimensions are in all cases to be accepted and dimension shall be scaled. Large scale details shall take precedence over small scale drawings. In case of discrepancy the contractor shall ask for clarification from the Architect / consultant before proceeding with the work.

04 **Notice of operation**

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

5.0 **Construction records**

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

6.0 **Safety of adjacent structures and trees**

The contractor shall provide and erect to the approval of the Architect / consultant supports as may be required to protect effectively all structures and protective give to trees, which may be endangered by the execution of the works or otherwise such permanent measures as may be required by the Architect to protect the tree structures.

7.0 **Temporary works.**

Before any temporary works are commenced the contractor shall submit at least in advance to the architect / consultant for approval complete drawings of all temporary works he may require for the execution of the works. The contractor shall carry out the modifications relating to strength, if required by the architect / consultant may require in accordance with the conditions of contract at his own cost the contractor shall be solely responsible for the stability and safety of all temporary works and unfinished works and for the quality of the permanent works resulting from the arrangement eventually adopted for their execution.

8.0 **Water power and other facilities**

The rate quoted by the contractor shall include all expenses that are required for providing all the water required for the work and the contractor shall make his own arrangements for the supply of good quality water suitable for the construction and good quality drinking water for their workers If necessary the contractor has to sink a tube well / open well and bring water by means of tankers at his own cost for the purpose The SBIIMS Pvt. Ltd. will not be liable to pay any charges in connection with the above

- a) The rate quoted in the tender shall include the expenses for obtaining and maintaining power connections and shall pay for the consumption charges
- b) The contractors for other trades directly appointed by the SBIIMS Pvt. Ltd.

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shall be entitled to take power and water connections from the temporary water and power supply obtained by the contractor. However, the concerned contractor shall make their own arrangements to draw the supply and pay directly the actual consumption charges at mutually agreed rates between them. All municipal charges for drainage and water connection for Construction purposes shall be borne by the contractor and charges payable for permanent connections, if any, shall be initially paid by the contractor and the SBIIMS Pvt. Ltd. will reimburse the amount on production of receipts.

- c) The SBIIMS Pvt. Ltd. as well as the Architect / consultant shall give all possible assistance to the Contractor's to obtain the requisite Permission from the various authorities, but the responsibility for obtaining the same in time shall be of the contractor.

#### 9.0 Facilities for contractor's employees

The contractor shall make his own arrangement for the housing and welfare of his staff and workmen including adequate drinking water facilities. The contractor shall also make the arrangements at his own cost for transport where necessary for his staff and workmen to and from site of work at his own cost.

#### 10.0 Lighting of works

The contractor shall at all times provide adequate and approved lighting as required for the proper execution and supervision and inspection of work.

#### 11.0 Firefighting arrangements

- i) The contractor shall provide suitable arrangement for firefighting at his own cost. This purpose he shall provide requisite number of fire extinguishers and adequate number of buckets, some of which are to be always kept filled with sand and some with water. This equipment shall be provided at suitable prominent and easily accessible place and shall be properly maintained.
- ii) Any deficiency in the fire safety or unsafe conditions shall be corrected by the contractor at his own cost and, to the approval of the relevant authorities. The contractor makes the following arrangements at his own cost but not limited to the following:
  - a) Proper handling, storage and disposal of combustible materials and waste.
  - b) Work operations which can create fire hazards.
  - c) Access for fire-fighting equipment.
  - d) Type, number and location of containers for the removal of surplus materials and rubbish.
  - e) Type, size, number and location of fire extinguishers or other fire fighting equipment.
  - f) General house keeping.

#### 12.0 Site order book

A site order book shall be maintained at site for the purpose of quick communication between the Architect / Consultant. Any communication relating to the work may be conveyed through records in the site order book. Such a communication from one party to the other shall be deemed to have been adequately served in terms of contract. Each site order book shall have machine numbered pages in triplicate and shall be carefully maintained and preserved by the contractor and shall be made available to the architect / consultant as and when demanded. Any instruction which the architect / consultant may like to issue to the contractor or the contractor may like to bring to the architect / consultant, two copies of such instructions shall be taken from the site order book and one copy will be handed over to the party against proper acknowledgment and the second copy will be retained for their record.

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**13.0 Temporary fencing/ barricading**

The contractor shall provide and maintain a suitable temporary fencing / barricading and gates at his cost to adequately enclose all boundaries of the site for the protection of the public and for the proper execution and security of the work and in accordance with the requirement of the architect / consultant and regulations of local authorities. These shall be altered, relocated and adopted from time to time as necessary and removed on completion of the work.

**14.0 Site meetings**

Site meetings will be held to review the progress and quality evaluation. The contractor shall depute a senior representative along with the site representative and other staff of approved sub-contractors and suppliers as required to the site meetings and ensure all follow up actions. Any additional review meetings shall be held if required by the architect/ consultant. -

**15.0 Disposal of refuse**

The contractor shall cart away all debris, refuse etc. arising from the work from the site and deposit the same as directed by the architect / consultant at his own cost. It is the responsibility of the contractor to obtain from the local authorities concerned to the effect that all rubbish arising out of contractor's activities at the construction site or any other off-site activities borrow pits has been properly disposed off.

**16.0 Contractor to verify site measurement**

The contractor shall check and verify all site measurements whenever requested other specialists contractors or other sub-contractors to enable them to prepare the own shop drawing and pass on the information with sufficient promptness as will in any way delay the works.

**17.0 Displaying the name of the work**

The contractor shall put up a name board of suitable size as directed by the architect/ consultant indicating therein the name of the project and other details as given by the architect/consultant at his own cost and remove the same on completion of work.

**18.0 As built drawings**

- i) For the drawings issued to the contractor by the Architect / Consultant. The architect Consultant will issue two sets of drawings to the Contractor for the items for some changes have been made. From the approved drawings as instructed by the SBIIMS Pvt. Ltd. / Architect / Consultant. The contractor will make the changes made on these copies and return these copies to the architect / Consultant for their approval. In cases revision is required or the corrections are not properly marked the architect / Consultant will point out the discrepancies to the contractor. The contractor will have to incorporate these corrections and / or attend to discrepancies either on copies as directed by the architect / consultant and resubmit to him for approval. The architect / consultant will return one copy duly approved by him.

- ii) For the drawings prepared by the contractor

The contractor will modify the drawing prepared by him wherever the changes made by the SBIIMS Pvt. Ltd. / architect / consultant. And submit two copies of such modified drawings to the architect/ consultant for approval. The architect / consultant will return one copy of the approved drawing to the contractor.

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**19.0 Approved make**

The contractor shall provide all materials from the list of approved makes at his own cost and also appoint the specialized agency for the waterproofing anti-termite, aluminum doors and windows and any other item as specified in the tender. The architect/consultant may approve any make / agency within the approved list as given in the tender after inspection of the sample/mock up.

**20.0 Procurement of materials**

The contractor shall make his own arrangements to procure all the required materials for the work. All wastages and losses in weight shall be to the contractors account

**21.0 Excise duty, taxes, levies etc.;**

The contractor shall pay and be responsible for payment of all taxes, duties, levies, royalties, fees, cess or charges in respect of the works including but not limited to sales tax, tax on works contract excise duty, and octroi, payable in respect of materials, equipment plant and other things required for the contract. All of the aforesaid taxes, duties, levies, fees and charges shall be to the contractor's account and the SBIIMS Pvt. Ltd. shall not be required to pay any additional or extra amount on this account. Variation of taxes, duties, fees, levies etc. if any, till completion of work shall be deemed to be included in the quoted rates and no extra amount on this account. Variation of taxes, duties, fees, levies etc. if any, till completion of work shall be deemed to be included in the quoted rates and no extra claim on this account will in any case be entertained. If a new tax or duty or levy or cess or royalty or octroi is imposed under as statutory law during the currency of contract the same shall be borne by the contractor.

**22.0 Acceptance of tender**

The SBIIMS Pvt. Ltd. shall have the right to reject any or all tenders without assigning any reason. They are not to bind to accept the lowest or any tender and the tenderer or tenderers shall have no right to question the acts of the SBIIMS Pvt. Ltd. However adequate transparency would be maintained by the SBIIMS Pvt. Ltd.

**23.0 Photographs:**

- The Contractor shall at his own expense supply to the Architects with duplicate hard copies of large photographs not less than 25 cm. x 20 cm. (10" x 8") of the works, taken from two approved portions of each building, at intervals of not more than one months during the progress of the work or at every important stage of construction.
- In addition to above, the contractor shall be bound to submit adequate no. of site photographs along with each Running Bill for the project clearing showing major progress of work measured and claimed therein failing which the Architect/ SBIIMS Pvt. Ltd. may consider returning the Bill to the contractor and no claim for delay on this account will be entertained.

**SAFETY CODE**

1. First aid appliances including adequate supply of sterilized dressing and cotton wool shall be kept in a readily accessible place.

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2. An injured person shall be taken to a public hospital without loss of time, in cases when the injury necessitates hospitalization.
3. Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from the ground.
4. No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30 cm. (clear) and the distance between two adjacent running shall not be more than 30 cm. When a ladder is used an extra mazdoor shall be engaged for holding ladder.
5. The excavated material shall not be placed within 1.5 meters of the edge of the trench half of the depth of trench whichever is more. All trenches and excavations shall be provided with necessary fencing and lighting.
6. Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one meter.
7. No floor, roof or other part of the structure shall be so overloaded with debris or material as to render it unsafe.
8. Workers employed on mixing and handling material such as asphalt, cement, mortar, concrete and lime shall be provided with protective footwear and rubber hand gloves.
- 9 Those engaged in welding works shall be provided with welders' protective eye shield and gloves.
10. (i) No paint containing lead or lead products shall be used except in the form of paste readymade paint.  
(ii) Suitable facemasks should be supplied for use by the workers when the paint applied in the form of spray or surface having lead paint dry rubbed and scrapped.
11. Overalls shall be supplied by the contractor to the painters and adequate facilities shall be provided to enable the working painters to wash during cessation of work.
- 12 Hoisting machines and tackle used in the works including their attachments anchor and supports shall be in perfect condition.
13. The ropes used in hoisting or lowering material or as a means of suspension shall be durable quality and adequate strength and free from defects.

#### **APPENDIX HEREINBEFORE REFERRED TO**

- 1) Name of the organization Offering Contract: The M.D.& CEO, SBI Infra  
Management Solutions Pvt. Ltd.  
Head Office, Ground Floor  
Raheja Chambers, Free Press Journal Marg,  
Nariman Point, Mumbai-21.
- 2) Consultants :
- 3) Site Address : SBI, GITC Building,

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At Sector 11, CBD Belapur, Navi Mumbai.

- 4) Scope of Work : Supply of Split AIR Conditioners
- 5) Name of the Contractor : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 6) Address of the Contractor : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 7) Period of Completion : 14 **days** from the date of Commencement
- 8) Earnest Money Deposit : **Rs.1,500/- (One thousand Five Hundred only) by means of Demand Draft / Pay Order (Valid for a period of 180 Days from the last date of submission of the tender) from any scheduled Nationalized Bank drawn in favour of SBI Infra Management Solutions Pvt. Ltd. and payable in Mumbai.**
- 9) Retention Money : As per clause no. 11(a) of general Conditions
- 10) Defects Liability Period : Twelve Months from the date of Virtual Completion.
- 11) Insurance to be undertaken by the Contractor at his cost : 125% of Contract Value (Contractor's all risk policy)
- 12) Liquidated damages : 0.5% of the Contract amount shown in the tender per week subject to max. 5% of the contract value or actual final bill value.
- 13) Value of Interim Bill (Min.) : Rs. 10.00 Lakhs.
- 14) Date of Commencement : 14 days from the date of Acceptance Letter is issued to the Contractor/ or the day on which the Contractor is instructed to take possession of the site whichever is earlier.
- 15) Period of Final Measurement : 2 Months from the date of Virtual Completion.
- 16) Initial Security Deposit : 2% of the Accepted Value of the Tender. (Clause No. 22)

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- 17) Total Security Deposit : As per clause No. 11 a
- 18) Refund of initial Security Deposit  
Comprising of EMD and ISD. : 50% of the Security Deposit shall be refunded to the Contractor on completion of the work and balance refunded only after the Defect Liability Period is over.
- 19) Period for Honoring Certificate : 1. One Month for R.A. Bills  
2. The final bill will be submitted by Contractor within one month of the date fixed for completion work and the Bill shall be certified within 3 months from the date of receipt of final bill provided the bills are submitted with all pre-requisite documents/test reports etc. prescribed in the tender.

Signature of Tenderer. \_\_\_\_\_

Date:

**LETTER OF DECLARATION**

To,  
The MD & CEO,  
Head Office,  
SBI Infra Management Solutions Pvt. Ltd.,  
Ground Floor, Raheja Chambers, Free Press  
Marg, Nariman Point, Mumbai- 400 021.

Dear Sir,

**PROPOSED AIRCONDITIONING WORK AT GITC BUILDING, AT SECTOR 11, CBD BELAPUR, NAVI MUMBAI.**

Having examined the terms & conditions, drawings, specifications, design relating to the works specified in the memorandum hereinafter set out and having visited and examined the site of the works specified in the said memorandum and having acquired the requisite information relating thereto and affecting the quotation, I/We hereby offer to execute the works specified in the said memorandum within the time specified in the said memorandum on the item rate basis mentioned in the attached schedule and in accordance in all respect with the specifications, design, drawings and instructions in writing referred to in conditions of Tender, the articles of agreement, conditions of contract and with such conditions so far as they may be applicable.

**MEMORANDUM**

(a)	Description of work	<b>Proposed AIRCONDITIONING Work At GITC Building, At Sector 11, CBD Belapur, Navi Mumbai.</b>
-----	---------------------	--

Signature of Contractor with Seal



(b)	Earnest Money	<b>Rs.1,500/- (One thousand Five Hundred only) by means of Demand Draft / Pay Order</b> (Valid for a period of 180 Days from the last date of submission of the tender) from any scheduled Nationalized Bank drawn <b>in favour of SBI Infra Management Solutions Pvt. Ltd. and payable in Mumbai.</b>
(c)	Time allowed for completion of work from the date of issue of work order.	<b>30 days</b> from the date of commencement as per tender.

Should this tender be accepted, I/we hereby agree to abide by and fulfil the terms and provisions of the said conditions of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit and pay to SBIIMS PVT.LTD., the amount mentioned in the said conditions.

I/we have deposited Demand Draft / Banker's Cheque / FDR for a sum of **Rs.1,500/- (One thousand Five Hundred only)** as Earnest money deposit with the SBI Infra Management Solutions Pvt. Ltd. Should I/we do fail to execute the contract when called upon to do so, I/we hereby agree that this sum shall be forfeited by me/us to SBI Infra Management Solutions Pvt. Ltd.

We understand that as per terms of this tender, the SBIIMS Pvt. Ltd. may consider accepting our tender in part or whole or may entrust the work of various buildings proposed (i.e. Institute Building, Staff Qtrs. And Director's Bungalow) in phases. We, therefore, undertake that we shall not raise any claim / compensation in the eventuality of Bank deciding to drop any of the building / buildings from the scope of work of this tender at any stage during the contract period. Further, we also undertake to execute the work entrusted to us in phases on our approved rates and within the stipulated time limit without any extra claim for price escalation as provided for in Clause 11.1.7 and 11.1.8 "Instructions to Tenderers" of this tender.

We, hereby, also undertake that, we will not raise any claim for any escalation in the prices of any of the material during the currency of contract/execution/completion period.

Yours faithfully,

Signature of contractor  
With Seal

#### **PROFORMA FOR REGISTER OF MATERIAL AT SITE ACCOUNT**

Name of Work : Name of Article :

Name of Contractor : Estimated Requirement : Agreement No. : Issue Rate :

Signature of Contractor with Seal





Date of Receipt	Received from/Issued to (with Ret. to So/Indent)	Receipt	Issue	Balance	Initials of Contractor	Initial of Bank's/ Architect's represent ative	Remark
1	2	3	4	5	6	7	8

TABLE-V

**PROFORMA FOR REGISTER OF MATERIAL AT SITE ACCOUNT**

Name of Work :

Name of Contractor :

Agreement No. :

Description of Material	Qty. outstanding from previous Bill	Deduct Qty. utilised in works measured since previous bill	Qty. outstanding & Qty. brought to site since previous bill	Signature of Site Engineer	Signature of Contractor	Initial of Bank's/ Architect's representative	Remark
1	2	3	4	5	6	7	8

TABLE-VI

TABLE-XII

Signature of Contractor with Seal

**PROFORMA FOR HINDRANCE TO WORK**

Name of Work : Date of Start of work :  
 Name of Contractor : Period of Completion : Agreement No. :  
 Dt. of Completion of work :

S. N o.	Nature of Hindrance	Date of Occurrence of Hindrance	Date of which Hindrance was removed	Period of which Hindrance existed	Signature of Site Engineer	Signature of Bank / Architects Representative
1	2	3	4	5	6	7

**PROFORMA FOR RUNNING A/C BILL**

i. Name of Contractor / Agency : ii. Name of Work :  
 iii. Sl.No. of this Bill : iv. No. & Date of previous Bill :  
 v. Reference to Agreement No. :  
 vi. Date of Written order to commence : vii. Date of Completion as per Agreement :

S.No.	Item Description	Unit	Rate (Rs.)	As per Tender	
				Quantity	Amount (Rs.)
1	2	3	4	5	

Upto Previous R.A. Bill		Up Date (Gross		Present Bill		Remarks
Quantity	Amount (Rs.)	Quantity	Amount (Rs.)	Quantity	Amount (Rs.)	
6		7		8		9

Signature of Contractor with Seal



--	--	--	--

- Note: 1. If part rate is allowed for any items, it \_\_\_\_\_ should be indicated with reasons for \_\_\_\_\_ allowing such a rate. Net Value since previous bill
2. If ad-hoc payment is made, it should be mentioned specifically.

### CERTIFICATE

The measurements on the basis of which the above entries for the Running Bill No. ----- were made have been taken jointly on ----- and are recorded at pages ----- to ----- of measurement book No. -----.

-----  
Signature and date of  
Contractor

-----  
Signature and date of  
Architects  
Representative (Seal)

-----  
Signature and date of  
Site Engineer

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

-----

Architect

-----

Signature and

date of Site Engineer

TABLE - XIV

Signature of Contractor with Seal



**ACCOUNT OF SECURED ADVANCE, IF ADMISSIBLE ON  
MATERIALS HELD AT SITE BY THE CONTRACTOR**

S.No.	Item	Quantity	Unit	Amount	Remarks
1	2	3	4	5	6

Total value of materials at Site.

Secured Advance @ ----- of above value - B

CERTIFIED:

- (i) That the materials mentioned above have actually been brought by the Contractor to the site of the work and on advance on any quantity of any of this item is outstanding on their security.
- (ii) That the materials (are of imperishable nature) and are all required by the Contractor for use in the work in connection with the items for which rates of finished work have been agreed upon.

Dated Signature of  
Site Engineer  
Preparing the bill  
Rank -----

Date signature of  
Banks Architects-----

-----  
Dated Signature of the  
Contractor TABLE - XV

**MEMORANDUM FOR PAYMENT**

R/A BILL NO.

1. Total value of work done since previous bill (A) Rs. -----

2. Total amount of secured advance due Rs. -----

Signature of Contractor with Seal



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

**OBJECTIONS:**

- |     |   |           |                      |
|-----|---|-----------|----------------------|
| i)  | Secured Advance paid in the previous                      | Rs. ----- | R/A                  |
| ii) | Retention money on value of works as upto date amount Rs. | Rs. ----- | per accepted tenders |

Less already recovered                      Rs. -----

Balance to be recovered                      Rs. -----

- |      |   |           |
|------|---|-----------|
| iii) | Mobilization Advance, if any  |           |
| (a)  | Outstanding amount (principal + interest) as on date  | Rs. ----- |
| (b)  | To be recovered in this bill  | Rs. ----- |
| iii. | Any other Departmental materials cost to be recovered as per contract, if any   | Rs. ----- |
| iv.  | Any other Departmental service charges to be recovered if any, as per contract (water, power etc.) enclose statement. | Rs. ----- |

Total Deduction as per contract (F)                      Rs. -----

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

P.V.A.                      Rs. -----

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

(Rupees ----- in

Signature of Contractor with Seal



words)

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

Date: -----

-----  
Signature of Architect  
with Seal

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

Date : -----

Signature of Owners  
Engineer

#### **STATUTORY DEDUCTION:**

- |      |                      |           |
|------|----------------------|-----------|
| i)   | Total Amount due (E) | Rs. ----- |
| ii)  | Less I.T. Payable    | Rs. ----- |
| iii) | Less S.T. Payable    | Rs. ----- |
|      | Net Payable          | Rs. ----- |

This figures given in the Memorandum for payable has been verified and bill passed for payment --  
----- (in words and figures)

Date: -----

-----  
Signature of the M.D. & C.E.O.

#### **TECHNICAL SPECIFICATIONS FOR Air-conditioning INSTALLATION WORK**

##### **SCOPE OF WORK:-**

A.	<b>SPECIAL REQUIREMENTS OF CONTRACT</b>
A.01	<b>General</b>
A.01.01	These special requirements are intended to amplify the General Conditions of Contract and shall be read in conjunction with them. In case of any discrepancy between the General Conditions of Contract and these special requirements, the most stringent shall apply.
A.02	<b>Scope of Work</b>

Signature of Contractor with Seal



A.02.01	The Scope of Work shall include supplying, installing, testing and commissioning of air conditioning systems as described in the Tender Drawings, the Technical Specifications and the Schedule of Quantities. The contractor shall carry out and complete in every respect all work under this contract in conformity with the contract documents and to the entire satisfaction of the Owner.
A.02.02	All items of work shall be executed strictly to fulfil the requirements laid down under the tender. The type of equipment, material specifications, method of installation and testing and type of controls shall be in accordance with the Technical Specifications, the approved shop drawings and the relevant Indian Standards.
A.02.03	The Scope of Work shall include all materials, labour, equipment, appliances and incidental work, whether specifically mentioned or not, but are necessary and customary to make a complete installation. It shall include all fittings, accessories, hardware, foundation bolts, terminal lugs, cable glands, junction boxes and other items, whether specifically mentioned or not, but are useful and necessary for proper and efficient working of the equipment.
A.02.04	The Scope of Work shall broadly include the following:
A.02.04.01	
A.02.04.02	Hi-Wall Mounted Split Air Conditioning Units
A.02.04.03	
A.02.04.04	Thermal and Acoustic Insulation Work
A.02.04.05	Electrical Work
A.02.04.06	Drain Piping
A.02.04.07	Vibration Isolation and Sound Attenuation.
A.02.04.08	.
A.02.04.09	Commissioning, Balancing and Performance Testing.
A.02.04.10	
A.02.04.11	Test Reports, Lists of Spares and Operation and Maintenance Manuals.
A.02.04.12	On Site Training of Owner's Personnel.
A.02.04.13	Maintenance During Defects Liability Period.
A.03	<b>Site Visit Before Bidding</b>
A.03.01	The bidder shall visit site to study the site conditions and availability of resources at site before submitting the bid.
A.04	<b>Performance Guarantee</b>

Signature of Contractor with Seal





A.04.01	The contractor shall guarantee the performance of all equipment and the efficiency of the air conditioning systems as a whole to achieve the desired results. The capacities of the equipment are suggested by the HVAC Consultants based on the building orientation and the available constructional details. However the bidders are advised to visit site to ascertain them and confirm that the capacities are adequate.
A.04.02	The contractor shall guarantee that the individual equipment power consumption shall not exceed the ratings furnished by him under the Technical Data to be Submitted with the Tender. If the actual power consumption exceeds the ratings furnished by him under the Technical Data to be Submitted with the Tender, then the Owner shall levy a penalty for the excess power consumed.
A.05	<b>Vibration Isolation and Sound Attenuation</b>
A.05.01	The equipment shall operate under all conditions of load without any objectionable vibration and noise. The contractor shall take the necessary precautions for vibration isolation and sound attenuation.
A.05.02	The noise with all equipment operating shall not exceed the following levels:
A.05.02.01	65 dBA in external areas at a distance of 5 m from building line.
A.06	<b>Project Management</b>
A.06.01	The contractor shall have adequate experience of installing equipment of similar type and capacity operated for a minimum period of two years in India.
A.06.02	The contractor shall ensure that the project is planned and executed in a professional manner. The planning, engineering and shop drawing work shall be carried out by an experienced planning and design engineer. The drawings shall clearly show the exact locations, dimensions, levels, etc. of all equipment.
A.06.03	The contractor shall submit for approval a method statement for each activity and the work shall be carried out as per the approved method.
A.06.04	The contractor shall have a full time site supervisor to control all site activities including coordination with other disciplines of work at site. He shall ensure high-class quality of workmanship and timely completion of the project. The contractor shall provide necessary quality assurance personnel.
A.07	<b>Shop Drawings Before Installation and As-Built Drawings After Installation</b>
A.07.01	The contractor shall prepare and submit for approval his shop drawings based on actual measurement at site. The shop drawings shall broadly cover the following drawings:
A.07.01.01	Equipment Layout giving complete details of all equipment.
A.07.01.02	Duct Layout showing all sizes, air quantities, air outlet/ intake details, damper locations and fabrication and support details.
A.07.01.03	Refrigerant and drain pipe layout showing all sizes, locations and fabrication and support details.

Signature of Contractor with Seal



A.07.01.04	Electrical drawings showing schematic control and power wiring diagrams, cable sizes, switch details, fuse sizes, control components and wiring details.
A.07.01.05	Civil foundation details for all equipment.
A.07.02	The contractor shall verify adequacy of sizes of shafts, openings, clearances, etc. and shall coordinate with other contractors. Anomaly, if any, may be brought to the notice of the Engineer – in – Charge. He shall also co-ordinate his layouts with other disciplines of work.
A.07.03	After the completion of installation, the contractor shall prepare as-built drawings incorporating all the changes made in locations, routing, dimensions, levels, etc. during execution of the project.
A.08	<b>Surface Painting</b>
A.08.01	All equipment shall be factory finished with epoxy paint before despatch. If the shop paint gets damaged or marred during shipment and installation, the affected surface shall be cleaned with mineral spirit, wire brushed, spot primed and then coated with epoxy paint to match the finish over the adjoining shop painted surfaces.
A.09	<b>Commissioning, Balancing and Performance Testing</b>
A.09.01	The commissioning of the air conditioning systems shall be carried out under the supervision of an experienced commissioning engineer.
A.09.02	The air conditioning systems shall be tested for their performance during peak summer and monsoon. The performance test shall be for eight hours on six consecutive days in each season. All tests shall be carried out in the presence of the Owner's representative.
A.09.03	The contractor shall rectify at his cost any defects in materials and/ or workmanship detected in the course of performance testing. The installation shall be tested again after the defects are rectified.
A.10	<b>Test Reports</b>
A.10.01	The results of the performance tests during summer and monsoon shall be submitted for scrutiny and approval. The test reports shall include record of all safety and automatic control settings for the entire installation.
A.10.02	The contractor shall also submit along with the test reports, the manufacturers' certified performance data/ curves for all equipment highlighting the operational parameters for the project.
A.11	<b>Operation and Maintenance Manuals</b>
A.11.01	On completion of the work but before handing over the air conditioning systems to the Owner, the contractor shall submit three ring-bound copies of operation and maintenance manual. The manual shall include following:
A.11.01.01	A list of all equipment giving full details such as model numbers, part numbers, serial numbers, names and addresses of the manufacturers, etc.
A.11.01.02	Start up operation and maintenance instructions for the entire installation.

Signature of Contractor with Seal



- A.11.01.03 Step-by-step routine, periodical and breakdown maintenance procedure for all equipment.
- A.11.01.04 Exploded view of all equipment detailing spare parts.
- A.12 **Availability of Spares and Services During the Life of the Machines**
- A.12.01 The contractor shall furnish an undertaking that he shall make available all spares, consumables and services required for proper operation and maintenance of the air conditioning systems for a minimum period of 10 years.
- A.13 **On Site Training of Owner's Personnel**
- A.13.01 On completion of the work but before handing over the air conditioning systems to the Owner, the contractor shall train the Owner's operation and maintenance staff to operate, adjust and maintain all equipment installed.
- A.14 **Completion Period**
- A.14.01 The entire work covered under this contract shall be completed within three months from the date of the Letter of Award. If the work is delayed due to any cause over which the contractor has no control, then the Owner may, at the request of the contractor and in consultation with the Consultants, extend the completion period by a reasonable time.
- A.15 **Warranty**
- A.15.01 The air conditioning systems shall carry a warranty for twelve months from the date of handing them over to the Owner against any defective materials, unsuitable product design and bad workmanship. Any shortcomings found during this warranty period shall be made good and defective materials shall be repaired/ replaced at site free of cost.
- A.16 **Maintenance During Defects Liability Period**
- A.16.01 The contractor shall receive service calls for any and all problems experienced in the operation of the air conditioning systems during defects liability period, which shall extend to twelve months from the date of handing over the installation to the Owner.
- A.16.02 The contractor shall attend to these calls within 24 hours of receiving the complaints and take immediate steps to correct any deficiencies that may exist.
- A.16.03 All equipment requiring repairs shall be immediately serviced and repaired. The contractor shall supply all replacement parts and labour at his cost.

**B. SYSTEM DESCRIPTION**

**B.01 General**

B.02.04 The condensed water from the split air conditioning units shall be carried through suitable drain water pipe work and discharged outside the building at ground level.

Signature of Contractor with Seal



B.02.07 All rotating equipment shall be mounted on vibration isolation pads and all pipe and duct connections to the rotating equipment shall be through flexible connectors to prevent vibrations from being transmitted through the building structure.

#### **D.01 Split Air Conditioning Units**

**D.01.01** The split air conditioning units shall be compact, lightweight design completely factory assembled and tested before despatch. Each unit shall be complete with energy efficient rotary/ scroll compressor(s), direct expansion cooling coil, air cooled condenser, all interconnecting refrigerant piping, starter and control panels with all necessary operating and safety controls, indicating lights, interconnecting wiring, condensate drain piping, etc.

**D.01.02** The indoor units shall be ceiling suspended ducted type, hi-wall mounted or ceiling suspended cassette type as shown in the drawings. The outdoor units shall be installed over mild steel base frames/ brackets painted with two coats of red oxide and final coat of enamel and shall be located on the service slabs at the back. They shall be adequately isolated by vibration isolation pads to prevent vibrations being carried over to the building structure.

**D.01.03** The split air conditioning units shall be factory tested and charged. The manufacturer shall provide factory test certificate. After the units are properly installed, they shall be field tested to ensure that the units meet the tender requirements. The necessary quantities of refrigerant, oil and other consumables shall be provided during initial testing and commissioning. The manufacturer's factory representative shall be present during initial testing and commissioning at site.

**D.01.04** The noise and vibration levels shall also be checked to establish that both are within acceptable limits.

E.01	Unless otherwise mentioned in the Technical specifications, the equipment and materials shall conform to the following standards:
E.01.01	IS 3615 – Glossary of terms used in refrigeration and air conditioning
E.01.02	IS 325 – Three phase induction motors
E.01.03	IS 1822 – Motor starters of voltages not exceeding 1000 V
E.01.04	IS 996 – Single phase small AC and universal motors
E.01.05	IS 1239 – Mild steel tubes, tubulars and other wrought steel fittings
E.01.06	IS 3589 – Electrically welded steel pipes for water, gas and sewage
E.01.07	IS 6392 – Steel pipe flanges
E.01.08	IS 778 – Gun metal gate, globe and check valves for general purposes
E.01.09	IS 277 – Galvanised steel sheets

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E.01.10	IS 737 – Wrought aluminium and aluminium alloy sheet and strip for general engineering purposes
E.01.11	IS 655 – Metal air ducts
E.01.12	IS 732 – Code of practice for electrical wiring and fittings for buildings
E.01.13	IS 2516 – AC circuit breakers for voltages not exceeding 1000 V
E.01.14	IS 900 – Code of practice for installation and maintenance of induction motors
E.01.15	IS 1248 – Direct acting electrical indicating instruments
E.01.16	IS 4047 – Heavy duty air break switches and composite units of air break switches and fuses for voltages not exceeding 1000 V
E.01.17	IS 8183 – Specification for bonded glass/ mineral wool
E.01.18	IS 660 – Safety code for mechanical engineering
E.01.19	IS 659 – Safety code for air conditioning
E.01.20	IS 5216 – Code for safety procedures and practices in electrical works
E.01.21	IS 3016 – Code of practice for fire precautions in welding and cutting operations

## **G. PERFORMANCE TESTS**

### **G.01 General**

- G.01.01 After installation, initial testing and successful commissioning of all equipment as per the Technical Specifications, the performance tests shall be carried out to establish the equipment ratings.
- G.01.02 All equipment capacities shall be computed from temperature/ pressure readings and air flow measurements, whereas power consumption shall be computed from voltage, current and power factor measurements.
- G.01.03 The contractor shall arrange at his cost all instruments required for the performance tests. They shall be properly calibrated and the calibration certificates shall be furnished to the HVAC Consultants for approval before starting the performance tests.
- G.01.04 The computed results shall tally with the capacity and power consumption figures furnished in the tender. All equipment shall be guaranteed for specified ratings with + 3% tolerance.
- G.01.05 The performance tests shall be carried out during peak summer and monsoon. The performance test shall be for ten hours on seven consecutive days in each season. All tests shall be carried out in the presence of the Owner's representative.

Signature of Contractor with Seal



G.01.06 All safety and control instruments shall be checked for proper operation. At least four sets of readings shall be taken on each day and for each item. The test readings shall be acceptable only if steady conditions of temperature/ pressure, water flow rates and voltage, current and power factor prevail for at least 15 minutes before taking each set of readings.

G.01.07 The test readings and the computed test results shall be properly recorded and furnished to the Consultants for approval.

#### **H.01 General**

H.01.01 The bidder shall furnish complete information about all equipment and materials offered. The tender shall be accompanied by two sets of technical literature giving full description of equipment and materials offered including but not limited to EER, cooling capacity, air flow rate, motor rating, insulation material, etc. The model numbers, if any, of the equipment offered shall be clearly marked on the technical literature.

#### **I. SCHEDULE OF TECHNICAL DEVIATIONS**

The bidder shall furnish below a schedule of technical deviations giving reasons and price implication, if any. If there is no deviation, the bidder shall explicitly mention that there is no deviation. If this schedule is left blank, the offer shall be presumed to be in conformity with the Tender Specifications.

Clause No. (Rs.)	Technical Deviation and Reason	Price Implication

Signature of Contractor with Seal



### **LIST OF MATERIALS OF APPROVED BRAND AND THEIR MANUFACTURERS**

<b><u>ITEM</u></b>	<b><u>MAKES</u></b>
1. Ductable AC's, Split AC's	<b>Daikin/ BlueStar / Hitachi /Voltas/ Carrier/ Mitsubishi /LG</b>
2. Wires.	<b>Finolex / RR Kabel/ Polycab</b>
3. Cables	<b>Finolex / RR Kabel/ Polycab</b>
4. Circuit Breaker IS 2516	<b>Legrand/ Schneider</b>
5. Miniature Circuit breakers & Isolators	<b>Legrand/ Schneider</b>
6. Contactors	<b>L &amp; T / Merlin Gerin/ Crompton Greaves/ ABB</b>
7. Copper Pipes	<b>Mandev/ Nippon/ Total Line</b>
8. Nitrile Rubber Tube	<b>Armaflex / Aeroflex/ Superlon/ K-flex</b>
9. Brazing Rod	<b>Harris / Imperial</b>
10. G.I. Sheet for Ducting	<b>Sail / Tata /Nippon</b>
11. Readymade Ducts	<b>Alpha / Techno Fabriduct</b>
12. Spiral Duct	<b>Western Air Ducts</b>
13. Thermal/Acoustic Insulation	<b>Kimmco / Twiga</b>
14. Air outlets, grilles & Diffusers	<b>AirBreeze / Air Master / Cosmo</b>
15. Suction Line Filter	<b>Emerson/ Danfoss/Sporlon</b>
16. Shut Off Valve	<b>Danfoss / Equivalent</b>
17. Transmission Cable	<b>LAPP(to be purchased from EGPL Only)</b>
18. Drain Pipes	<b>Prince or Equivalent</b>

#### **IMPORTANT POINTS TO BE NOTED**

- NB. 1) The contractor should obtain prior approval from Employer / Consultants before placing order for any specific materials. Employer may / delete any of the makes or brands out of the above list.
- 2). All materials should conform to relevant standards and codes of BIS.
- 3) Materials with I.S.I. mark shall be used duly approved by the SBIIMS Engineer / Architect.

**Note: - If any material is found to be not up to the mark, the contractor will have to produce original bills/certificate from the manufacturer or his authorised Distributor for authenticity and genuineness of the material for consideration and as per make approved by the SBIIMS. The same will not be considered for payment.**

Signature of Contractor with Seal





## PART B - PRICE BID

**PROPOSED HVAC WORKS  
TO BE CARRIED OUT FOR STATE BANK OF INDIA ,  
GLOBAL IT CENTRE, CBD BELAPUR, NAVI MUMBAI - 400614**

**PROJECT ADDRESS**  
STATE BANK OF INDIA , GLOBAL IT CENTRE,  
CBD BELAPUR, NAVI MUMBAI - 400614

SBI IMS, State Bank Global IT Centre, Plot No. 8,9,10, Sector-11,  
CBD BELAPUR, NAVI MUMBAI - 400614

### PRICE BID / COMMERCIAL BID (Online Submission)

PRICE BID FOR  
SUPPLY, INSTALATION, TESTING & COMMISSIONING (SITC) OF SPLIT AIR  
CONDITINERS AT VARIOUS LOCATIONS OF GITC ,BELAPUR,NAVI MUMBAI.

#### PART A

SN o.	Description	Qty	Unit	Rate in Rs.	Amount in Rs.
1	Supply, Installation, Testing and commissioning (SITC) of following rating of <b>BEE 5 star rated Inverter</b> wall mounted Split Air conditioner with all fixing accessories as required including 3 meter refrigerant pipe and kit (only copper condenser) make approved by SBIIMS. (Please mention Brand Name and Model No)			To be submitted on line	To be submitted on line
	<b>Brand:</b> <b>Model No.</b>				
(a)	2 TR	2	Nos		
2	Supply, Installation, Testing and commissioning of refrigerant copper piping and electrical wiring between indoor and outdoor units including protective covering with foam tubes, (in addition to the 3 meter refrigerant kit, if required, as per site conditions) for installation of ACs.				
(a)		20	Mtrs		

Signature of Contractor with Seal



3	SITC of rigid PVC drain pipe of 25mm diameter of Kissan/Kasta/Astar or equivalent make from the indoor unit to the drain point in a location decided by the Bank with all necessary fittings and leak proof arrangements as required.				
(a)		30	Mtrs		
4	SITC of MS stand / readymade support for mounting the outdoor units of split ac's at the location specified by the bank authorities as per site conditions.				
(a)		2	Nos		
5	Air Conditioner related civil works like making opening in the wall/ false ceiling to lay the copper pipes to suit the new AC, finishing it neatly with brick work, plastering, finishing, removal of debris /waste material and any other work as required by site conditions etc (Wherever core cutting is required, the same shall be done by the contractor) Contractors are requested to visit the site before quoting). Including Core Cutting if required.	2	nos		
	Total of Part A:-(Items 1 to 5).			Rs	

**Note:**

1. If the model quoted is different from our requirement given above, the tender will be rejected.
2. Prices to be quoted in this format only preferably in the vendors letterhead.
3. The rate to include transportation, octroi, LBT, handling charges etc. excluding GST. GST will be paid as applicable.
4. In case the date of opening of tenders is declared as a holiday, the tenders will be opened on the next working day at the same time.
5. The payment will be made actual.

Signature of Contractor

Note: - All prices shall be firm and inclusive of all duties, transportation etc and no extra will be permitted. **GST will be paid actual**. Contractors are required ensure that they quote all prices

SIGNATURE OF THE CONTRACTOR WITH SEAL

Signature of Contractor with Seal