



NIT No.	BHO201905063
DATE	11.06.2019

**SBI INFRA MANAGEMENT SOLUTIONS PVT. LTD.,
CIRCLE OFFICE, BHOPAL**

**INVITES TENDERS ON BEHALF OF SBI, A.O.,BHOPAL
THROUGH E-TENDERING PROCESS.**

For the work of:

**PROPOSED AIRCONDITIONING WORKS OF SBI MAGARIA BRANCH, DISTT.
SHAJAPUR.**

dewas RBO4, under AO,Bhopal.

*(AIRCONDITIONING Contractors who are on the panel of SBIMS, RS. 5-15LAKHS
AIRCONDITIONING Works.)*

Note : Contractor should possess valid Digital Signature for this E-Tender.

PART 'A' : TECHNICAL BID

Last date for submission of **E-Tender** : 1500 hrs. (IST) on 20.06.2019.
Opening of **E-Tenders** : 1530 hrs. (IST) on 20.06.2019.

Tender Submitted By :

Name of Vendor : _____

Address of Vendor : _____

Date : _____

***Vice President & Circle Head,
SBI INFRA MANAGEMENT SOLUTIONS PVT. LTD.
(A Wholly Owned Subsidiary of State Bank of India)
Circle Office,
Mezzanine Floor, SBI LHO Building,
Arera Hills, Hoshangabad Road,
BHOPAL - 462011 (M.P.)***

Architects :
Design Avenues,
MZ-4, Shri Lakshmi Leela
Tower, Sapna Sangeeta Road,
Indore - 452001

SECTION-I

NOTICE INVITING TENDER

SBIIMS on behalf of SBI invites “Online Item Rate E-Tender” from the Empanelled Contractors under appropriate category AIRCONDITIONING Contractors who are on the panel of SBIIMS, RS. 5- 15 LAKHS Category AIRCONDITIONING Works.

The details of tender are as under:

S. No.	Particulars	Description
1	Name of Work	Proposed AIRCONDITIONING WORKS at SBI MAGARIA BRANCH, DISTT.SHAJAPUR (M.P.) RBO-4 dewas, under AO Bhopal
2	Nature of Work	AIRCONDITIONING Works
3	Time Allowed for completion	4 WEEKS / 3 DAYS AFTER COMPLETION OF INTERIOR FURNISHING WORKS
4	Cost Of Tender Documents cum Application Fees	i) Rs.1,000/- (Rs. One Thousand only) to be credited in the SBIIMS account No. 37648595191, SBI, Madame Cama Road Branch, Mumbai ii) Proof of Crediting the amount such as counterfoil, UTR number, Etc. should be enclosed with the covering letter mentioning GST number
5	Earnest Money Deposit (EMD)	Rs.9,500/- (Rs. Nine Thousand Five Hundred Only) By means of Demand Draft/Pay Order Drawn in favour of ‘ Vice -President and Circle Head, SBI Infra Management Solutions Pvt. Ltd. ’ and Payable at BHOPAL Note: STR/FDs will not be accepted.
6	Initial Security Deposit (ISD)	i) ISD @ 2% of contract amount including EMD ii) Retention Money- deductible in Running Bills @ 10% of the value of work and total deductible is 5% of value of work including ISD ad EMD
7	Tender Date and Time of Issue of Tender Documents	11.06.2019 to 20.06.2019 at https://etender.sbi or https://www.sbi.co.in under Procurement News
8	Last Date and Time for Submission of Online E-Tender, EMD and Cost of Tender Document cum Application Fee	20.06.2019 upto 15:00 Hrs

9	Address For Submission of EMD and Cost of Tender Document cum Application Fee	Vice President and Circle Head, SBI Infra Management Solutions Pvt. Ltd., Circle Office, Mezzanine Floor, SBI LHO Building, Arera Hills, Hoshangabad Road, BHOPAL (M. P.) 462011 (Phone)0755-2572553 (e-mail id) headbho.sbiims@sbi.co.in
10	Last Date and Time for Opening of Online E-Tender	20.06.2019 by 15:30 Hrs
11	Place of Opening Tenders	Vice President and Circle Head, SBI Infra Management Solutions Pvt. Ltd., Circle Office, Mezzanine Floor, SBI LHO Building, Arera Hills, Hoshangabad Road, BHOPAL (M. P.) 462011 (Phone)0755-2572553 (e-mail id) headbho.sbiims@sbi.co.in
12	Penalty Clause (Liquidated Damages)	0.50% of Contract Amount per week subject to a maximum of 5% on contract value or final bill value would be strictly imposed
13	Defects Liability Period	12 Months from the date of Virtual Completion
14	Validity Of offer	90 Days from the date of opening of Price Bid
15	Terms of Payment of Bills, Minimum amount of work for payment of Running Account Bills	i) Minimum RA bill amount Rs.4,00,000/- ii) No advance will be paid
16	Eligible Taxes	i) Income Tax will be deducted at source as per Govt. Guidelines ii) Payment of GST will be made as applicable. The contractor should comply with the following: Contractor should have GST registration no. Invoice should specifically/separately disclose the amount of GST levied at applicable rate as per GST provisions/Rules. In case of correction in the bills after scrutiny, contractor should submit fresh bill for payment. Contractor should timely file his GST return in accordance with GST provisions to enable the Bank to claim the credit of GST paid to contractor. The GST no. of State Bank of India for Madhya Pradesh is- 23AAACS8577K1ZX

17	Electronic Payment	Electronic payment should be preferred. All the contractors must furnish details such as: i) Name of their Bank ii) Name of their Branch iii) Account No. iv) Name of the account holder as in the Bank account v) IFSC No. of the Branch vi) PAN No.
18	Agency for arranging e-tender/online bidding	E-Procurement Technologies Limited, Ahmedabad. Email ID: dinesh.p@auctiontiger.net ; shivam@auctiontiger.net Primary Contact No. 079-68136889,6354919567 You are requested to contact the agency for further guidance for e-tendering.
19	For further clarifications, if any	For technical matters, contact: Shri. Vipin Shrivastava Ph. – 0755-2375042 Shri. Dinanath Rajolia, Ph. -09878984355
20	Any Additional Information	The quoted rate should be inclusive of material, labour, wages, fixtures, transportation, installation, all taxes (excluding GST), wastage, Octroi, machinery, temporary works such as scaffolding, cleaning, overheads, profit, statutory expenses, incidental charges and all related expenses to complete the work

21 The D.D. / B.C of E.M.D. & cost of tender document cum application fee shall be submitted/received (otherwise the tender shall be summarily rejected) at the above mentioned address on or before the opening date/time of Tender. The contractor has to provide their E-mail id, contact nos. and postal address in the bid documents. Henceforth, all official communication from Bank/SBIIMS shall be through E-mail and SMS also. The SBIIMS reserves the right to cancel or postpone or modify the tenders at any stage without assigning any reason.

22 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.

23 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 ad no claim / correspondence shall be entertained in this regard.

24 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.

25 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.

26 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.

27 The Contractor will submit Bank's guarantee against the low rated items and the same may be released only after the successful completion of the work. In case the work is found of substandard nature the Bank Guarantee may be revoked.

Yours Faithfully,

For & On-behalf of SBI Infra Management Solutions Pvt. Ltd.

SECTION -II

GENERAL RULES AND INSTRUCTIONS

FOR THE GUIDANCE OF TENDERER

2.1 Tenders are hereby invited on behalf of **SBI Infra Management Solutions Pvt. Ltd.**, for the proposed works at SBI MAGARIA BRANCH, DISTT.SHAJAPUR (M.P.)

Tender Document consisting of the following sections:

- a) **Tender Notice**
- b) **General rules**
- c) **Form of Tender**
- d) **Articles of Agreement**
- e) **General Conditions of Contract**
- f) **Special conditions**
- g) **Safety code**
- h) **Technical Specifications**
- i) **Schedule of Quantities**
- j) **Drawings issued**

can be obtained from the websites <https://etender.sbi> or <https://www.sbi.co.in> under Procurement News and is to be submitted as per instructions provided in the NIT released for the tender and the same shall be opened on 20.06.2019 at 15:30 Hrs.

2.2 The site of the work is available.

2.3 The tenderers may depute their authorized representative to be present at the time of opening.

2.4 The tenderers should quote **in figures as well as in words** the rates and amount tendered by them. The amount for each item should be worked out and requisite total given. In case of discrepancy in the written total figures and words, the amount that is lower shall be deemed correct.

2.5 All corrections shall be attested by the initials of the tenderers with the seal of the Firm

2.6 All rates shall be quoted on the proper form of the tender alone.

2.7 The Contractor whose tender is accepted will be required to furnish by way of security deposit for the due fulfillment of his contract such sum as detailed in the NIT and Clause 16 of the General Conditions of Contract.

2.8 The **total amount of security money shall be 5% (Five percent)** of the tendered value of work. **The earnest money deposited shall become a part of the initial security deposit** for the successful tenderer. The **balance of the security money would be made up by deducting @ 10% from the running and final bills** for work done under the contract.

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- 2.9 The Earnest Money Deposit of the Contractor whose tender is accepted shall be forfeited in full in case he does not start the work by the stipulated date mentioned in the letter of award.
- 2.10 Tenders without the D.D. / B.C of E.M.D. & cost of tender document cum application fee in proper form shall be summarily rejected.
- 2.11 Earnest money of the successful tenderer will be liable to be forfeited in case of withdrawal/ modification of offer within the validity period and / or in the event of refusal or delay for whatsoever reason(s) on his part for signing the agreement within 7 (Seven) days of the issue of letter of award of the work.
- 2.12 The acceptance of a tender will rest with SBIIMS which does not bind itself to accept the lowest tender and reserves to itself the authority to reject any or all the tenders received without assigning of any reason. All tenders wherein any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.
- 2.13 SBIIMS reserves the right to accept the tender in full or in part and the tenderer shall have no claim for revision of rates or other conditions if his tender is accepted in parts. SBIIMS also reserves its right to withdraw or cancel the invitation of Tender without assigning any reason and without any prior notice. SBIIMS is not bound to accept the lowest tender or bound to assign any reason for rejecting any or all tenders.
- 2.14 Canvassing in connection with tender is strictly prohibited and tenders submitted by Contractors who resort to canvassing will be liable to rejection.
- 2.15 On acceptance of the tender, the name of the accredited representative(s) of the Contractor who would be responsible for taking instructions from SBIIMS and the Architect shall be communicated to SBIIMS/Architect/Consultant.
- 2.16 Sales Tax, income tax, Work Contract Tax or any other tax on material or on finished work in respect of this Contract whether in vogue or likely to be imposed in future shall be payable by the Contractor **EXCEPT GST which shall be payable by the SBIIMS / Bank on the prevailing rate at the time of payment.** SBIIMS will not entertain any claim whatsoever in this respect at any time. Rates should include all these taxes and must be quoted for the complete work at site inclusive of all costs, taxes, and charges, etc. as applicable in Central or State Sales Tax, Octroi, Royalties etc. on works and material required for use in the execution of this project.
- 2.17 The tender for work shall remain open for acceptance for a period of three (3) calendar months from the date of submission of tenders. If any tenderer withdraws his tender before the said period, then SBIIMS shall be at liberty to forfeit the Earnest paid along with the tender.
- 2.18 The tender for the work shall not be witnessed by a Contractor or Contractors who himself/themselves has/have tendered or who may and had/have tendered for the same work. Failure to observe this condition would render tenders of the contractor tendering as well as witnessing the tender liable to summary rejection.

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- 2.19 It will be obligatory on the part of the tenderer to sign all pages of the tender document after the work is awarded. Tenderer will have to enter into an agreement with SBIIMS.
- 2.22 **The tenderer shall have to submit a Bank Guarantee/ Performance Guarantee of an amount equivalent to the total of difference in quoted and estimated amounts of all ALR items at SBIIMS's discretion.**

SECTION -III
FORM OF TENDER

Date:

To,

Dear sir(s)

Reg: Proposed SBI Magaria Branch, Distt. Shajapur (M.P.) : Proposed AIRCONDITIONING works for New Branch.

1. I/We refer to the tender notice issued by you for AIRCONDITIONING work in connection with the above.
2. I/We have satisfied myself/ourselves as to the site conditions, examined the drawings and all aspect of the tender conditions. Subject to above, I/We de hereby agree, should this tender be accepted in whole or in part, to:
 - 2.1 Abide by and fulfill all the terms and provisions of the said conditions annexed here to:
 - 2.2 Complete the work within (.....) calendar days as stipulated by working in two or three shifts, if considered necessary by the Architects/Consultants at no extra cost to the Bank.
3. I/We have deposited earnest money of Rs..... (Rupees.....) in the form of Demand Draft/pay order which I/We note, will not bear any interest and is subject to forfeiture solely at the Bank's discretion if:
 - 3.1 The work is not commenced by me/us within seven (7) Days from the date of issue of formal work order.
 - 3.2 The agreement of the contract is not executed within 10 days from the award of contract.
4. I/We understand that you are not bound to accept the lowest or any tender you receive.
5. The acceptance of this tender shall constitute a binding contract and any failure as mentioned in item No.4 above shall constitute a breach of contract by us and the tender accepting authority shall be entitled to have the work executed at our risk and cost and to claim extra

cost/expenditure incurred by them from us.

6. Our Bankers are:

- i)
- ii)
- iii)

7. Names of partners / directors of our firm:

- i)
- ii)
- iii)

Yours faithfully,

Signature

Name of Partner/Director of the firm: Name.....

Authorized to sign or name of person

Having power of attorney to sign the contract. : Designation.....

(Certified true copy of power of attorney should be attached.)

Witnesses:

a. Signature.....

Name.....

Address.....

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b. Signature.....

Name.....

Address.....

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SECTION -IV

ARTICLE OF AGREEMENT

(On non-judicial Stamp Paper of Rs. 500/- or as per latest Govt. Rules)

Proposed SBI Magaria Branch, Distt. Shajapur (M.P.) : proposed AIRCONDITIONING works for New Branch.

Articles of Agreement made this.....day of2.....

BETWEEN

SBI Infra Management Solutions Pvt.Ltd., Circle Office, Mezzanine Floor, SBI LHO Building, Arera Hills, Hoshangabad Road, BHOPAL - 462011 (M.P.) (hereinafter called “SBIIMS”) which expression should include its successors and assignee of the one part and M/shereinafter called “the Contractor” of the other part, which expression should include its successor and assignee.

WHEREAS SBIIMS is desirous of executing AIRCONDITIONING work for its SBI Magaria BRANCH at DISTT. SHAJAPUR. Indore RBO4, under AO, BHOPAL.

and has caused drawings, specifications and bill of quantities and Tender Documents shown and describing the work to be done to be prepared by M/s Design Avenues. (hereinafter called the ‘Architect/Consultant’)

AND WHEREAS the Tender Notice, Conditions of Contract, Specifications, Drawings, the Bill of Quantities and accepted correspondence (hereinafter referred to as “the Contract Documents”) have been signed by or on behalf of the parties hereto.

AND WHEREAS the Contractor has agreed to execute upon and subject to the conditions set forth herein and Schedule of items and quantities, General Conditions of Contract, Specifications and all correspondences exchanged by or between the parties from the submission of tender till the award of work, both letters inclusive (all of which are collectively hereinafter referred to as and/or described in the said specification and included in the schedule of items and quantities at the respective rates therein other sum as shall become payable there under (Hereinafter referred to as “the said contract amount”).

NOW IT IS HEREBY AGREED AS FOLLOWS

1. In consideration of the said contract amount to be paid at the time in the manner set forth in the said conditions, the Contractor will upon and subject to the said Conditions execute and complete the works shown upon the said Drawings and described in the said specifications and the schedule of items and quantities.

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2. SBIIMS shall pay the Contractor the said contract amount, or such other sum as shall become payable, at the time and in the manner specified in the said conditions.
 3. The Architect/Consultant in the said condition shall mean M/s Design Avenues, or in the event of their ceasing to be Architect/Consultants for the purpose of this contract for whatever reason, such other person as shall be nominated for that purpose by SBIIMS, provided always that no person subsequently appointed to be Architect/Consultant under this contract shall be entitled to discharge or overrule any previous decisions or approval or direction given or expressed in writing by the Architect/Consultant for the time being.
 4. The said conditions and Appendices thereto shall be read and considered as forming part of this Agreement, and the parties hereto shall respectively abide by, submit themselves to the said conditions and perform the agreements on their part respectively in the said conditions contained.
 5. The plans, agreements and documents mentioned herein shall form the basis of this contract.
 6. This contract is neither a fixed lump sum contract nor a piece work contract but is a contract to carry out the work in respect of the proposed branch of State Bank Of India at Magaria, Bhopal. AIRCONDITIONING work as per the scope described and to be paid for according to actual measured quantities (as approved) at the rates contained in the schedule of rates and probable quantities or as provided in the said conditions. Any increase in quantities/ cost should have prior written approval of SBIIMS.
 7. SBIIMS reserves to itself the right of altering the drawings and nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this contract.
 8. Time shall be considered as the essence of this contract and the contractor hereby agrees to commence the work on the day on which he is instructed to take possession of the site or from ----- days after date of issue of formal work order as provided for in the said conditions whichever is later and to complete the entire work within----- (--) calendar month/s subject nevertheless to the provisions, if any, for extension of time.
 9. All payments by SBIIMS under this contract will be made only at -----
 10. Any action, legal or otherwise arising under this agreement shall be at-----in accordance with the stipulation laid down in the general conditions of contract.
 11. That the several parts of this contract have been read by the contractor and fully understood by the contractor

IN WITNESS WHEREOF SBIIMS and the Contractor have set their respective hands to these presents and two duplicates hereof the day and year first hereinabove written.

IN WITNESS WHEREOF SBIIMS has set its hands to these presents through its duly authorized official and the Contractor has caused its common seal to be affixed hereunto and the said two duplicates / has caused these presents and the said two duplicates hereof to be executed on its behalf, the day and year first hereinabove written.

SIGNED & DELIVERED by the hand of Shri-----

(Name and Designation)

In the presence of:

(1) -----
Name and Address -----

(2) -----
Name and Address -----

SIGNED AND DELIVERED by Shri-----

(1) -----
Name and Address -----

(2) -----
Name and Address -----

Signed On-behalf of SBI Infra Management Solutions Pvt. Ltd. by its duly authorized official

SECTION -V

GENERAL CONDITIONS OF CONTRACT

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

5.1 INTERPRETATION

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

- 5.1.1 Bank:** The Term Bank shall denote State Bank of India having its corporate centre at State Bank Bhavan, Madam Cama Road, Mumbai-400021 and includes the client's representatives, successors and assignees.
- 5.1.2 SBIIMS:** The Term SBIIMS shall denote SBI Infra Management Solutions Pvt. Ltd. Circle Office, Mezzanine Floor, SBI LHO Building, Arera Hills, Hoshangabad Road, BHOPAL - 462011 (M.P.), having its Head Office at Raheja Chambers, Nariman point, Mumbai.-400021 and includes the client's representatives, successors and assignees.
- 5.1.3 Architects/Consultants:** The term Architects/Consultants shall mean M/s Design Avenues or in the event of their ceasing to be the Architects/Consultants for the purpose of this contract, such other person/s as SBIIMS shall nominate for the purpose.
- 5.1.4 Contractor:** The term Contractor shall mean M/s-----
--- and his/their heirs, legal representative, assigns and successors.
- 5.1.5 Site:** The site shall mean the site where the work are to be executed as shown with the boundary in red border on the site plan including any building and erections allotted by SBIIMS for the Contractors' use.
- 5.1.6 Site Engineer:** The Site Engineer shall be the person appointed by Architect/SBIIMS for administration of construction work.
- 5.1.7 Drawing:**
- 5.1.7.1 The work is to be carried out in accordance with drawings, specifications, the schedule of quantities and any further drawings or any other instructions, which may be given by SBIIMS/Architect/Consultant, during the execution of the work.
- 5.1.7.2 All drawings relating to work given to the Contractor together with a copy of schedule of quantities are to be kept at site and the Employer/ Architect/Consultant shall be given access to such drawings or schedule of quantities whenever necessary.
- 5.1.7.3 Detail fabrication drawings where required are to be prepared by the Contractor and have these approved by Architects/Consultants before taking up execution.
- 5.1.7.4 The Contractor shall ask in writing for all clarifications and schedule of quantities or to additional instructions at least 15 days ahead from the time when it is required for implementation so that SBIIMS/Architect/Consultant may be able to give decision thereon.
- 5.1.8 "The Work"** shall mean the work to be executed or done under this contract.

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- 5.1.9** “**Act of Insolvency**” shall mean any act as defined by the Presidency Town Insolvency Act or in Provisional Insolvency Act or any amending statutes.
- 5.1.10** “**The Schedule of Quantities**” shall mean the schedule of quantities as specified and forming part of this contract.
- 5.1.11** “**Priced Schedule of Quantities**” shall mean the schedules of quantities duly priced with the accepted quoted rates of the contractor.

5.2 SCOPE

- 5.2.1** The work consists of AIRCONDITIONING Work and other allied work for their SBI MAGARIA BRANCH on Infront od SP Bungalow distt. Shajapur ,under AO Bhopal in accordance with the drawings and “ Schedule of quantities “. It includes furnishing all materials, labour, tools and equipment and management necessary for and incidental to the construction and completion of the work in conformity with designs, drawings, specifications, bill of quantities, etc. Should any detail, essential for efficient completion of the work be omitted from the drawings/specifications, it shall be the responsibility of the contractor to inform SBIIMS/Architect/Consultant and to furnish and install such detail with Bank’s/Architect’s/Consultant’s concurrence, so that upon completion of the proposed work the same becomes acceptable.
- 5.2.2** Bank/Architects/Consultant may in their absolute discretion issue further drawings and / or written instructions, details, directions and explanations, which are hereafter collectively referred to as “ SBIIMS’s / Consultant’s/ Architect’s instructions” in regard to:
- 5.2.3** The variation or modification of the design quality or quantity of work or the addition or omission or substitution of any work
- 5.2.4** Any discrepancy in the drawing or between the schedule of quantities and / or drawing and / or specifications
- 5.2.5** The removal from the site of any defective material brought thereon by the contractor and the substitution of any other material thereof
- 5.2.6** The demolition, removal and / or re-execution of any work executed by the contractor/s
- 5.2.7** The dismissal from the work of any person employed thereupon.
- 5.2.8** The opening up for inspection of any work covered up.
- 5.2.9** The rectification and making good of any defects under clauses hereinafter mentioned and those arising during the Defect Liability period
- 5.2.10** The contractor shall forthwith comply with and duly execute any work comprised in such Bank’s / Architect’s / Consultant’s instruction provided always that verbal instructions, directions and explanations given to contractor or his representative upon the work by SBIIMS/Architect/Consultant, if involving a variation, be confirmed in writing to the contractors immediately. No work for which rates are not specifically mentioned in the priced schedule of quantities, shall be taken up without written permission of SBIIMS / Architect / Consultant. Rates of items not mentioned in the priced schedule of quantities shall be fixed by SBIIMS in consultation with the Architect/Consultant as provided in Clause “ Variation “.

5.3 DETAILED DRAWINGS AND INSTRUCTIONS

5.3.1 SBIIMS through its Architect/Consultant shall furnish with reasonable promptness additional instruction by means of drawings or otherwise necessary for proper execution of the work. All such drawings and instructions shall be consistent with contract documents, true documents thereof and reasonable inferable there from.

5.3.2 The work shall be executed in conformity therewith and the contractor shall not work without proper drawings and instructions.

5.3.3 Immediately after receipt of the work order of the contract, the contractor shall prepare a progress schedule and submit the same to SBIIMS through the Architect/Consultant for approval, which shall indicate the dates for the starting and completion of the various stages of constructions.

5.4 COPIES FURNISHED

The contractor on the signing hereof of the contract shall be furnished by SBIIMS through its Architect/Consultant free of charge with a copy of the priced schedule of quantities/rates, two copies of each of the said drawings and one copy of specification and two copies of all further drawings issued during the progress of the work.

5.5 OWNERSHIP OF DRAWING

All drawings, specification and copies thereof furnished by SBIIMS through its Architect/Consultant are the property of the Bank. They are not to be used on other work, and with the exception of the signed contract set, are to be returned to SBIIMS on request on completion of the work.

5.6 FAILURE BY CONTRACTOR/S TO COMPLY WITH SBIIMS' / BANK'S / ARCHITECT'S / CONSULTANT'S INSTRUCTION

If the contractor after receipt of written notice from SBIIMS and/ or the Architect/Consultant requiring compliance of any instructions within ten days fails to comply with such instructions, SBIIMS through the Architect/Consultant, may employ other person, to carry out any such instructions whatsoever that may be necessary to give effect thereto and pay all cost in connection therewith. The contractor shall either pay SBIIMS the cost incurred by the Bank due or to become due to the contractor.

5.7 TENDERER SHALL VISIT THE SITE

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

5.8 TENDERS

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

The schedule of quantities shall be filled in as follows:

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- 5.8.1 The **“Rate”** column to be legibly filled in ink in both English figures and English words
- 5.8.2 Amount column to be legibly filled in for each item and the amount for each subhead as detailed in the **“Schedule of Quantities”**.
- 5.8.3 All corrections / over writings are to be initialed with the seal of the Firm.
- 5.8.4 The **“Rate Column”** for alternative items shall only be filled up.
- 5.8.5 The **“Amount”** column for alternative items of which the quantities are not mentioned shall not be filled up.
- 5.8.6 In case of any errors / omissions in the quoted rates between the **“Original”** & **“Duplicate”** copies, the rates given in the tender marked.
- 5.8.7 No modifications, writing or corrections in schedule of work shall be made in the tender by the tenderer.
- 5.8.8 SBIIMS reserves the right to reject the lowest or any tender and also to discharge any or all the tenders for each section or to split up and distribute any item of work to any firm or firms, without assigning any reason.
- 5.8.9 The tenderers should note that the tender is strictly on the item rate basis and their attention is drawn to the fact that the rates for each and every item should be correct, workable and self-supporting. If called upon by SBIIMS / Architect/ Consultant, detailed analysis of any or all the rates shall be submitted.
- 5.8.10 SBIIMS/ Architect/ Consultant shall not be bound to accept the contractor’s rate analysis.
- 5.8.11 The work will be paid for as **‘measured work’** on the basis of actual work done and not as **“lump sum”** contract.
- 5.8.12 All items of work described in the schedule of quantities are to be deemed and paid as complete work in all respects and details including preparatory and finishing work involved, directly related to and reasonably detectable from the drawings, specifications and schedule of quantities and no further extra charges will be allowed in this connection.
- 5.8.13 SBIIMS has power to add to / omit from any work as shown in drawings or described in specifications or included in schedule of quantities and intimate the same in writing but no addition, omission or variation shall be made by the contractor without authorization from SBIIMS. No variation shall vitiate the contract.
- 5.8.14 The tenderer shall note that his tender shall remain valid for consideration for a period of 3 (three) months from the date of submission of tender.

5.9 AGREEMENT

The successful tenderer shall sign the agreement as per draft agreement immediately after issue of formal work order and he shall pay for all stamps and legal expenses, incidental thereto. However, the written acceptance of the tender by SBIIMS/Architect/Consultant will constitute a binding contract between SBIIMS and the person so tendering whether such formal agreement is or is not subsequently executed.

5.10 PERMITS AND LICENSES

- 5.10.1 Permits and licenses for release of materials, which are under Government control, shall be arranged by the contractor on behalf of SBIIMS. The Bank/SBIIMS will sign any form or application that may be necessary for the purpose.
- 5.10.2 It may be clearly understood that no compensation or additional charges can be claimed by the contractor for non receipt of any such controlled material in due time.

5.10.3 The contractor will, however be eligible to a proportionate extension of time on this account which in the opinion of SBIIMS/Architect/Consultant is reasonable. The contractor shall at his own cost arrange for storage shed adequate for taking delivery and storing of the materials including any incidental costs for obtaining permits and licenses etc. The costs for storing, transporting, handling etc. are to be included by the contractor in his quoted rate.

5.11 GOVERNMENT AND LOCAL RULES

The contractor shall conform to the provisions of all local By laws and Acts relating to the work and to Regulations etc. of the Government and Local Authorities and of any Bank with whose system the premises is proposed to be connected. The contractor shall give all notices required by the said Act, Rules, Regulations, and By laws etc and pay all fees payable to such authority/authorities for execution of the work involved. The cost, if any shall be deemed to have been included in his quoted rates, taking into account all liabilities for licenses, fees for footpath encroachment and restorations etc, if any, and shall defend all actions from such claims or liabilities.

5.12 TAXES AND DUTIES

The tenderers must include in their tender prices quoted for all duties, royalties, cess, excise, sales tax, income tax, work contract taxes, or local charges as applicable **EXCEPT GST which shall be payable by SBIIMS / Bank on the prevailing rate at the time of payment..** No extra claim on this account will in any case be entertained.

5.13 PROVISIONAL SUMS (P.S.)

All provisional sums described in the schedule of quantities as P.S. shall be exclusively allotted to the purchase of materials and not for any handling/fixing to be done by the contractor. Such costs of handling and fixing with profit (including transport charge if required) shall be separately included in the contract price as described in the schedule of quantities. The disposal of the amount covered under this head will be absolutely at the discretion or order issued by SBIIMS/Architect/Consultant and realize the payment from SBIIMS thus made through his bills for work done.

5.14 QUANTITY OF WORK TO BE EXECUTED

The quantities shown in the Schedule of quantities are intended to cover the entire new structure indicated in the drawing but SBIIMS reserves the right to execute only a part or the whole or any excess thereof without assigning any reason therefore. If at any time after the commencement of the work, SBIIMS/Architect/Consultant shall for any reason whatever not require the whole work thereof as specified in the tender to be carried out the Architect/Consultant/Bank shall give notice in writing of the fact to the contractor who shall have no claim to any payment as compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out ; neither shall he have any claim for compensation by reason of any alterations having been made in the original specification, drawing, designs and instructions which involve any curtailment of the work as originally contemplated.

5.15 OTHER PERSONS ENGAGED BY SBIIMS

SBIIMS reserves the right to execute any part of the work included in this contract or any work which is not included in this contract by other Agency or persons and the contractor shall allow all reasonable facilities, and use of any scaffolding etc. for the execution of such work. All the agencies engaged by SBIIMS on the work

shall act in close co-ordination extend mutual assistance to enable completion of the work satisfactorily.

5.16 EARNEST MONEY AND SECURITY DEPOSIT / RETENTION MONEY

- 5.16.1 The tenderer will have to deposit an amount of Rs.9,500/- (Rs. Nine Thousand Five Hundred Only) By means of Demand Draft/Pay Order Drawn in favour of **‘Vice -President and Circle Head, SBI Infra Management Solutions Pvt. Ltd.’** and Payable at BHOPAL at the time of submission of tender as an Earnest Money. The Bank/SBIIMS is not liable to pay any interest on the Earnest Money. The Earnest Money of the unsuccessful tenders will be refunded without any interest soon after the expiry of the validity period of the tender or an award of the contract to the successful tenderer, whichever is earlier.
- 5.16.2 The successful tenderer to whom the contract is awarded will have to deposit as “Initial Security Deposit” (ISD), amounting to 2% of the value of the accepted tender including the Earnest Money, ISD may be submitted in the form of Bank Draft of any Nationalized Bank in a format approved by SBIIMS. The Initial Security Deposit will have to be deposited within 15 days from the date of acceptance of the tender failing which SBIIMS at its discretion revoke the Letter of Acceptance and forfeit the Earnest Money Deposit, furnished along with the tender.
- 5.16.3 Apart from the Initial Security Deposit made as above, retention money shall be deducted from progressive running bills to make the total security deposit as per terms of the tender @ 10% of the gross value of each running bill. Value of Total Security Deposit will be decided as under:
- 5.16.3.1 Total Security deposit comprises
- Earnest Money Deposit- (EMD)
 - Initial Security Deposit-(ISD)
 - Retention Money-(RM)
- 5.16.3.2 Earnest Money Deposit- Rs.9,500/- (Rs. Nine Thousand Five Hundred Only) to be submitted as detailed in the relevant paragraphs.
- 5.16.3.3 Initial Security Deposit- 2% of the accepted value of tender including the EMD by means of Demand Draft/Pay Order Drawn in favour of **‘Vice -President and Circle Head, SBI Infra Management Solutions Pvt. Ltd.’** and Payable at BHOPAL
- 5.16.3.4 The Retention Money shall be deducted from the running account bills at the rate of 10% of the gross value of work done by the contractor and claimed in each bill provided that the total Security deposited that is the ISD plus the retention money shall both together shall not exceed 5% of the contract value.
- 5.16.3.5 50% of the total security deposit will be refunded to the contractor without any interest subject to issue of virtual completion certificate by the Architect/Consultant/Bank and the contractor removing his materials, equipments, labour force, temporary shed/stores etc. from the site.
- 5.16.3.6 The balance 50% will be refunded to the contractor without interest within 15 days after end of “Defects Liability Period” provided he has satisfactorily carried out all the work, submitted all documents contractually called for and attended to all defects during defect liability period in accordance with the conditions of contract including site clearance. No interest is allowed on retention money and earnest money deposit.

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- 5.16.3.7 Further, if some dues to SBIIMS from the contractor(s) have still to be recovered, SBIIMS reserves the right to withhold payment of so much of the retention money as in his opinion, represents the cost of the same.

5.17 CONTRACTOR TO PROVIDE EVERYTHING NECESSARY

- 5.17.1 The contractor shall provide everything necessary for the proper execution of the work according to the intent and meaning of the drawing, schedule of quantities and specifications taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there-from and if the contractor finds any discrepancies therein he shall immediately and in writing refer the same to SBIIMS/Architect/Consultant whose decision shall be final and binding. The contractor shall provide himself for ground and fresh water for carrying out the work at his own cost. SBIIMS shall on no account be responsible for the expenses incurred by the contractor for hired ground or fresh water obtained from elsewhere.
- 5.17.2 The rates quoted against individual items will be inclusive of everything necessary to complete the said items of work within the contemplation of the contract, and beyond the unit price no extra payment will be allowed for incidental or contingent work, labour and / or materials inclusive of all taxes and duties whatsoever for specific items, if any stipulated in the tender documents.
- 5.17.3 The contractor shall supply, fix and maintain at his own cost for the execution of any work, all tools, tackles, machineries and equipments and all the necessary centering, watching and lighting by night as well as by day required not only for the proper execution and protection of the said work but also for the protection of the public and safety of any adjacent roads, street, walls, houses, buildings, all other erections, matters and things and the contractor shall take down and remove any or all such centering, scaffolding planking, timbering, strutting, shoring etc. on occasions as required or when ordered so to do and shall fully reinstate and make good all matters and things disturbed during the execution of work to the satisfaction of SBIIMS/Architect/Consultant.
- 5.17.4 The contractor shall at all times give access to workers engaged by SBIIMS or any men engaged on the building and to provide such parties with proper, sufficient and if required, special scaffolding, hoists and ladders and provide them with water and lighting and leave or make any holes, grooves etc. in any work, where directed by SBIIMS/Architect/Consultant as may be required to enable such workman to lay or fix pipes, AIRCONDITIONING wiring, special fittings etc. The quoted rate of the tenderers shall accordingly include all these above-mentioned contingent work.

5.18 TIME OF COMPLETION / EXTENSION OF TIME AND PROGRESS CHARTS

5.18.1 Time of Completion:

The entire work is to be completed in all respects within the stipulated period of 25 (Twenty Five) calendar days. The work shall be deemed to be commenced within 7 (seven) days from the issue of formal work order or the date on which the contractor is instructed to take possession of the site, whichever is later. Time is the essence of the contract and shall be strictly observed by the contractor.

Virtual Completion Certificate:

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

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

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

The work shall not be considered as complete until SBIIMS/Architect/Consultant have certified in writing that this has been completed and the Defect Liability shall commence from the date of such certificate.

5.18.2 Extension of Time:

If in the opinion of SBIIMS/Architect/Consultant the work be delayed for (a) delayed handing over of site (b) by reason of any exceptionally inclement weather, or (c) by reason of instructions from SBIIMS/Architect/Consultant in consequence of proceedings taken or threatened by or disputes, with adjoining or neighboring owners or (d) by the work or delay of other contractors or tradesmen engaged or nominated by SBIIMS/Architect/Consultant and not referred to in the specification or (e) by reason of authorized extra and additions or (f) by reason of any combination of workman or strikes or lockout affecting any of the building trades or (g) from other causes which SBIIMS/Architect/Consultant may consider are beyond the control of the contractor, SBIIMS/Architect/Consultant at the completion of the time allowed for the contract shall make fair and reasonable extension of time for completion in respect therefore.

In case of such strike or lockouts, as referred to above, the contractor shall immediately give SBIIMS/Architect/Consultant written notice thereof. Nevertheless, the contractor shall use his best endeavors to prevent delay, and shall do all that as may be reasonably required, to the satisfaction of SBIIMS/Architect/Consultant to proceed with the work and on his so doing it will be ground of consideration by SBIIMS/Architect/Consultant for an extension of time as above provided. The decision

of SBIIMS as to the period to be allowed for an extension of time for completion hereunder (which decision shall be final and binding on the contractor) shall be promulgated at the conclusion of such strike or lock-out and SBIIMS shall then, in the event of extension being granted, determine and declare the final completion date. The provision in clause 19 with respect to payment of liquidated damages shall, in such case be read and construed as if the extended date fixed by SBIIMS/Architect/Consultant were substituted for and the damage shall be deducted accordingly.

5.18.3 Progress of work / work program:

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

5.19 LIQUIDATED DAMAGES

Should the work be not completed to the satisfaction of SBIIMS/Architect/Consultant within the stipulated period, the contractor shall be bound to pay to SBIIMS a sum calculated @ 0.5% of the accepted contract sum per week of delay by way of liquidated damages subject to maximum of 5% of contract value and not as penalty during the work remains uncompleted or unfinished after the expiry of the completion date.

5.20 ACTION WHEN WHOLE OF SECURITY DEPOSIT IS FORFEITED

- 5.20.1 In any case in which under any clause or clauses of this contract, the contractor shall have rendered himself liable to pay liquidated damages amounting to the whole of his security deposit (whether paid in one sum or deducted by installments) to Bank/Architect/Consultant) shall have power to adopt any of the following courses as they may deem best suited to the interest of SBIIMS:
- 5.20.2 To rescind the contract (of which rescission notice in writing to the Contractor under hand of SBIIMS shall be conclusive evidence) and in which case the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of SBIIMS.
- 5.20.3 To employ labour paid by SBIIMS and supply materials to carry out the work, or any part of the work, debiting the contractor with the cost of the labour and price of material (of the amount of which cost and price of a certificate of the Architect/Consultant shall be 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 rates as if had been carried out by the contractor under the terms of this contract. The certificate of the Architect/Consultant as to the value of the work done shall be final and conclusive against the contractor.
- 5.20.4 To measure the work of the contractor and to take such part thereof as shall be 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 (of the amount of which excess the certificates in writing of the Architect/Consultant shall be final and conclusive) shall be binding and paid by the original contractor and may be deducted from any money due to him by SBIIMS under the contract or otherwise or from his security deposit or the proceeds of sale thereof, or a sufficient part thereof.

5.20.5 In the event of any of the above courses being adopted by SBIIMS the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any execution of this work or the performance of the contract. And in any case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereto actually performed under this contract, unless and until SBIIMS 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.

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

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

All drawing maintained on the site are to be carefully mounted on boards of appropriate size. They are to be protected from ravages of termites, ants and other insects.

5.21.1 Protective Measures

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

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

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

5.21.2 Storage Of Materials

The contractor shall provide and maintain proper sheds for the proper storage and adequate protection of the materials etc. and other work that may be executed on the site including the tools and materials of sub-contractors and remove the same on completion.

5.21.3 Tools

All tools, equipments and instruments as instructed by SBIIMS/Architect/Consultant and considered necessary for the work shall be provided by the contractor for the due performance of this contract.

5.22 NOTICE AND PATENTS OF APPROPRIATE AUTHORITY AND OWNERS

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

5.22.2 The contractor shall arrange to give all notices required for by the said Acts, Regulations or Bylaws to

be given to any authority and to pay to such authority or to any public officer all fees that may be properly chargeable in respect of the work and lodge the receipts with SBIIMS.

- 5.22.3 The contractor shall indemnify The Bank / SBIIMS against all claims in respect of patent right, royalties, damages to buildings, roads or members of public in course of execution of work and shall defend all action arising from such claims and shall keep the Bank/ SBIIMS saved harmless and indemnified in all respects from such actions, costs and expenses.

5.23 CONTRACTOR IMMEDIATELY TO REMOVE ALL OFFENSIVE MATTERS

All soil, filth or other matters of any offensive nature taken out of any trench, sewer, drain, cesspool or other place shall not be deposited on the surface but shall at once be carted away by the contractor to a safe place as per rules of the appropriate authorities.

5.24 ACCESS

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

5.25 MATERIALS, WORKMANSHIP, SAMPLES, TESTING OF MATERIALS

- 5.25.1 All the work specified and provided for in the specification or which may be required to be done in order to perform and complete any part thereof shall be executed in the best and most workman like manner with materials of the best and approved quality of the respective kinds in accordance with the particulars contained in and implied by the specifications and as represented by the drawings or according to such other additional particulars and instructions as may from time to time be given by SBIIMS / Architect / Consultant during the execution of the work, and to his entire satisfaction.
- 5.25.2 If required by SBIIMS/Architect/Consultant, the Contractor shall have to carry out tests on materials and workmanship in approved materials testing laboratories or as prescribed by SBIIMS/Architect/Consultant at his own cost to prove that the materials etc. under test conform to the relevant I.S. standards or as specified in the specification. No extra payment on this account should in any case be entertained.
- 5.25.3 All the materials, stores & equipments required for full performance of the work under the contract must be provided through normal channels and must include charge for sales tax, import duties and other charges as applicable and must be best of their kind available and the contractor must be entirely responsible for the proper and efficient carrying out of the work. The work must be done in the best workmanship manner. Samples of all materials to be used shall be submitted to SBIIMS/Architect/Consultant and written approval from SBIIMS/Architect/Consultant shall be obtained prior to placement of order. A list of materials of approved make and brand is annexed. Materials mentioned in the said list shall be used; In case materials in the list are not available the contractor may use the equivalent product with prior permission from SBIIMS/Architect/Consultant. As regards equivalent product / material the opinion of SBIIMS/Architect/Consultant shall be final and binding on the contractor.

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- 5.25.4 During the inclement weather the contractor shall suspend concreting and plastering for such time as SBIIMS/Architect/Consultant may direct and shall protect from injury all work during its course of execution. Any damage (during construction) to any part of the work for any reasons due to rain, storm or neglect of contractor, shall be rectified by the contractor in an approved manner at no extra cost.
- 5.25.5 Should the work be suspended by reason of rain, strike. Lockouts or any other cause, the contractor shall take all precaution necessary for the protection of work and at his own expenses shall make good any damage from any of these causes.
- 5.25.6 The contractor shall cover up and protect from damage, from any cause, all new work and supply all temporary doors, protection to windows, and any other requisite protection for the execution of the work whether by himself or special tradesman or sub-contractor and any damage caused must be made good by the contractor at his own expenses.

5.26 REMOVAL OF IMPROPER WORK

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

5.27 SITE ENGINEER

The term "Site Engineer" shall mean the person, if any, appointed by Architect/SBIIMS to superintendent the work. The Contractor shall afford the Site Engineer every facility and assistance for examining the work and materials and for checking and measuring work and materials. The Site Engineer shall have no power to revoke, alter, enlarge or relax any requirements of the contract or to sanction any day work, addition, alterations, deviations or omission or any extra work whatever, except in so far as such authority may be specially conferred by a written order of SBIIMS/Architect/Consultant.

5.28 CONTRACTOR'S EMPLOYEES

- 5.28.1 The Contractor shall employ technically qualified and competent supervisors for the work who shall be available (by turn) throughout the working hours to receive and comply with instruction of SBIIMS/Architect/Consultant. The Contractor shall engage at least one experienced Technical representative as Site-in-Charge for execution of the work. The Contractor shall employ in connection with the work persons having the appropriate skill or ability to perform their job efficiently.
- 5.28.2 The Contractor shall employ local labours on the work as far as possible.
- 5.28.3 No labourer below the age of sixteen years and who is not an Indian National shall be employed on the work.
- 5.28.4 Any labourer supplied by the Contractor to be engaged on the work on day work basis either wholly or

partly under the direct order or control of SBIIMS or its representative shall be deemed to be a person employed by the Contractor.

5.28.5 The Contractor shall comply with the provisions of all labour legislation including the requirements of: -

5.28.5.1 The Payment of Wages Act

5.28.5.2 Employer's Liability Act.

5.28.5.3 Workman's Compensation Act.

5.28.5.4 Contract Labour (Regulation and Abolition) Act, 1970 and Central Rules 1971.

5.28.5.5 Apprentices Act 1961

5.28.5.6 Any other Act or enactment relating thereto and rules framed there under from time to time.

5.28.6 The Contractor shall keep SBIIMS saved harmless and indemnified against claims of any of the workmen and all costs and expenses as may be incurred by SBIIMS in connection with any claim that may be made by any workman are recoverable from the Contractor.

5.28.7 The Contractor shall comply at his cost with order of requirement of any Health Officer of the State or any local authority or of SBIIMS regarding the maintenance of proper environmental sanitation of the areas where the Contractor's labourers are housed or accommodated, for the prevention of small-pox, cholera, plague, typhoid, malaria and other contagious diseases. The contractor shall provide, maintain and keep in good sanitary condition adequate sanitary accommodation and provide facilities for pure drinking water at all times for the use of men engaged on the work and shall remove and clear away the same on completion of work. Adequate precaution shall be taken by the Contractor to prevent nuisance of any kind on the work or on the land adjoining the same.

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

5.29 DISMISSAL OF WORKMEN

The Contractor shall on the request of the Bank/Architect/Consultant immediately dismiss from work any person employed thereon by him, who may in the opinion of SBIIMS/Architect/Consultant be unsuitable or incompetent or who may misconduct himself. Such discharge shall not be basis of any claim for compensation or damages against SBIIMS/Architect/Consultant or any of their officer/employee.

5.30 ASSIGNMENT

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

5.31 NOMINATED SUB-CONTRACTOR

All specialists, Merchants, Tradesmen and others executing any work or supplying and fixing any goods for which prime cost prices or provisional sums are included in the Schedule of Quantities/Rates and/or specification who may be nominated or selected by SBIIMS/Architect/Consultant are hereby declared to be sub-contractors employed by the contractor and are herein referred to as nominated sub-contractors.

5.32 DAMAGE TO PERSONS AND PROPERTY, INSURANCE ETC.

- 5.32.1 The contractor shall be responsible for all injury to the work or workmen, to persons, animal or things and for all damages to the structural and/or decorative part of property which may arise from the operations or neglect of himself or of any sub-contractor or any of his or a sub-contractors employees, whether such injury or damage arise from carelessness, accident or any of his or sub-contractor's employees, or any other cause whatsoever in any way connected with the carrying out of this contract. The clause shall be held to include inter-alia, any damage to buildings whether immediately adjacent or otherwise and any damage to roads, streets, footpaths or ways as well as damage caused to the buildings and the work forming the subject of this contract by rain, wind or other inclemency of the weather. The Contractor shall indemnify SBIIMS and harmless in respect of all and any expenses arising from any such injury or damages to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any acts of compensation or damage consequent upon such claim.
- 5.32.2 The Contractor shall reinstate all damages of every sort mentioned in this clause, so as to deliver the whole of the contract work complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damages to the property or third parties.

5.33 INSURANCE

- 5.33.1 Without limiting his obligations and responsibilities under the contract, the contractor shall ensure in the joint names of SBI and the contractor against all loss or damages from whatever cause arising other than accepted risks for which he is responsible under terms of contract and in such a manner that the SBI and contractor are covered for the period stipulated in the clause of GCC and are also covered during the period of maintenance for loss or damage arising from a clause 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 the clause.
- 5.33.2 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.
- The construction plant and other things brought to the site by the contractor to the replacement value of such constructional plant and other things.
- Such insurance shall be effected with an insurer and in terms approved by SBI which approval shall not be unreasonably withheld and the contractor shall whenever required produce to the architect or consultant the policy of insurance and receipts for payment of current premiums.
- 5.33.3 The Contractor shall effect the Insurance necessary and indemnify the Bank / SBIIMS entirely from all responsibility in this respect. The Insurance must be placed with an approved Insurance Bank and must be effected jointly in the name of the Contractor and SBI and the policy lodged with the latter. The scope of Insurance is to include damage or loss to the contract itself till this is made over in complete state.
- 5.33.4 SBIIMS shall be at liberty and hereby empowered to deduct the amount of any damages, compensations, costs, charges and expenses arising or occurring from or in respect of any such claim or damages from any sum due or to become due to the Contractor.

5.34 ACCOUNT RECEIPTS AND VOUCHERS

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

5.35 MEASUREMENT OF WORK

- 5.35.1 The Contractor will record and submit to the Architect/Consultant/Bank with the details of measurements for their scrutiny and signature. The Contractor should submit the bill with such endorsement of the Architect/Consultant/Bank.
- 5.35.2 On receipt of the bill, the Architect/Consultant shall intimate the Contractor that he requires the work to be measured, and the Contractor shall forthwith attend or send a qualified agent to assist the Architect/Consultant or the Architect's/Consultant's representative in taking such measurements and calculations and to furnish all particulars or to give all assistance required by them.
- 5.35.3 The Contractor or his Agents may at the time of measurements take such notes and measurements as he may require. All authorized extra work, omissions and all variations made without the Architect's/Consultant's knowledge, if subsequently sanctioned by him in writing with the approval of SBIIMS shall be included in such measurements. The final measurement should be done within one month from the date of completion of work jointly by the Architect/Consultant and/or his representative and if the Contractor fails to comply, the measurement taken by the Architect/Consultant shall be final and binding on the Contractor.

5.36 ACTION WHERE NO SPECIFICATION

In the case of any work for which there is no such specification in Technical Specification such work shall be carried out in accordance with the I.S. Specification and in the event of there being no I.S. Specification, then in such case the work shall be carried out in all respect in accordance with the instructions and requirements of the Architect/Consultant/Bank.

5.37 CONTRACTOR NOT TO DEPOSIT MATERIALS IN MANNER THAT MAY CAUSE INCONVENIENCE TO THE PUBLIC

The Contractor shall not deposit materials in locations, which will cause inconvenience to the public. The Architect/Consultant may require the Contractor to remove any materials, which are considered by him to be a danger or inconvenient to the public and cause them to be removed at the Contractor's cost.

5.38 PAYMENTS

All bills shall be prepared by the Contractor in the form prescribed by the Bank/Architect/Consultant. Normally one interim bill shall be prepared each month subject to minimum value for interim for interim certificate as stated in these documents. The interim bill in proper form must be duly accompanied by detailed

measurements, duly endorsed in support of quantities of work done and must show deduction for all previous payments, retention money, etc. Advance/adhoc payments for work will not be normally made.

The Architect/Consultant/Bank shall issue certificate after due scrutiny of the Contractor's bill stating the amount due to the contractor from SBIIMS and the Contractor shall be entitled to payment thereof, by SBIIMS within the period of '**honoring certificates**' mentioned in these documents.

The amount stated in an interim certificate shall be based on the total value of work properly executed.

If SBIIMS has supplied any materials or goods to the Contractor, the cost of any such materials or goods will be progressively deducted from the amount due to Contractor in accordance with the quantities consumed in the work.

5.38.1 Interim payments

All the interim payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed and shall not preclude the requiring of bad unsound and imperfect or unskilled work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the due performance of the contract or any part thereof in any respect or the accruing of any claim, nor shall, it conclude determine or affect in any way the powers of SBIIMS under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any way vary or affect the contract. The Contractor to the Architect/Consultant shall submit the final bill within one month of the date of certificate of completion furnished by the Architect/Consultant and payment shall be made after the same is duly verified and certified by the Architect/Consultant.

5.38.2 Final Payment

The final bill shall be accompanied by a certificate of completion from the Architect/Consultant along with all other documents required to be submitted by the Contractor under these conditions. Payment of final bill shall be made after deduction of retention money as specified in these conditions which sum shall be refunded in the manner stated in these conditions. The acceptance of payment of the final bill by the Contractor would indicate that he would have no further claim in respect of the work executed.

5.39 VARIATION / DEVIATION

The Contractor may when authorized and shall when directed in writing by the Architect/Consultant/Bank add and or omit or vary the work shown in the drawings or described in the specification or included in the priced schedule of quantities. The Contractor on his own accord shall make no addition, omission or variation without such authorization from SBIIMS.

The price of all such additions/non-tendered items will be worked out on the basis of rates quoted for similar items in the contract wherever existing or an engineering rate analysis based on prevalent fair price of labour materials at site of work including wastage and other components as required plus 15% for overhead and profit etc work contract sales Tax at prevailing rate will be payable extra over the stipulated OH/project percentage. The tender rates shall hold good for any increase or decrease in tender quantities.

No claim for an extra item/work shall be allowed unless it has been executed by the authorization of SBIIMS/Architect/Consultant.

5.40 SUBSTITUTION

Should the Contractor desire to substitute any materials and workmanship he/they must obtain the approval of SBIIMS/Architect/Consultant in writing for any such substitution well in advance. For materials designated in this specification by such term as "Equal" or "other approved" etc. specific approval of SBIIMS/Architect/Consultant shall be obtained in writing prior to execution.

5.41 PREPARATION OF BUILDING WORK FOR OCCUPATION & USE ON COMPLETION

The whole of the work will be thoroughly inspected by the Contractor and deficiencies/defects put right, all windows and doors cleaned including cleaning and oiling, if necessary of all hardware. All floors, staircases and every part of the building both inside & outside shall be left neat and clean as to ensure immediate occupation to the satisfaction of SBIIMS.

On completion of above, the contractor shall inform SBIIMS that he has completed the work and it is ready for inspection.

5.42 CLEANING SITE ON COMPLETION

On completion of the work the Contractor shall clear and remove from the site all construction plant, surplus materials, rubbish and temporary work of every kind and leave the whole of the site and the work clean and in workmanlike condition to the satisfaction of SBIIMS/Architect/Consultant.

5.43 DEFECTS AFTER COMPLETION

The Contractor shall make good from time to time at his own cost and to the satisfaction of SBIIMS/Architect/Consultant all defects, shrinkage, settlements or other faults, which may appear within 12(twelve) months after completion of the work and considered as the "defect liability period". In default SBIIMS may employ and pay other persons to amend and make good such damages. Losses and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damages, loss and expenses shall be recoverable from him by SBIIMS or may be deducted by SBIIMS, in lieu of such amending and making good by the Contractor deduct from any money due to the Contractor a sum equivalent to the cost of amending such work and in the event of the amount retained being insufficient recover the balance from the Contractor from the amount retained under these conditions together with any expenses SBIIMS may have incurred in connection therewith.

5.44 CONCEALED WORK

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

5.45 ESCALATION

The rates quoted shall be firm throughout the tenure of the contract (including extension of time, if any granted)

and will not be subject to any fluctuation due to increase in cost of materials, labour, taxes, octroi etc. unless specifically provided for in this document.

5.46 IDLE LABOUR

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

5.47 SUSPENSION

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

5.47.2 After such notice shall have been given, the Contractor shall not be at liberty to remove from site of the work or from any ground contiguous thereto, any plant or materials to subsist from the date of such notice being given until the notice shall have been complied with. If the Contractor shall fail for 15 days after such notice has been given to proceed with the work as therein prescribed, SBIIMS may proceed as provided in Clause 53(Termination of Contract by SBIIMS).

5.48 TERMINATION OF CONTRACT BY THE BANK / SBIIMS

If the Contractor being a Bank go into liquidation whether voluntary or compulsory or being a firm shall be dissolved or being an individual shall be adjudicated insolvent or shall make an assignment or a compensation for the benefit of the greater part, in number of amount of his creditors or shall enter into a Deed or arrangement with his creditors , the Official Assignee in insolvency, or the Receiver of the Contractor in insolvency, shall repudiate the contract the contract or if a Receiver of the Contractor's firm appointed by the court shall be unable, within fourteen days after notice to him requiring him to do so, to show to the reasonable satisfaction of SBIIMS that he is able to carry out and fulfill the contract and if so required by SBIIMS to give reasonable security there for, or if the Contractor shall suffer execution to be issued, or shall suffer any payment under this contract to be attached by or on behalf of and of the creditors of the contractor or shall assign, charge or encumber this contract or any payments due or which may become due to the Contractor, there under, or shall neglect or fail to observe and perform all or any of the acts matters of things by this contract, to be observed and performed by the Contractor within three clear days after the notice shall have been given to the Contractor in manner hereinafter mentioned requiring the Contractor to observe and perform the same or shall improper materials or workmanship in carrying on the work, or shall in the opinion of SBIIMS not exercised such due diligence and made such due progress as would enable the work to be completed within due time agreed upon and shall fail to fail to the satisfaction of SBIIMS after three clear days notice requiring the Contractor to do so shall have been given to the Contractor as hereinafter mentioned, or shall abandon the contract, then and in any of the said cases, SBIIMS may notwithstanding any previous waiver determine the contract by a notice in writing to the effect as hereinafter mentioned, but without thereby affecting the powers of SBIIMS of the obligations and liabilities of the contract the whole of which shall continue in force as fully as if the contract had not been so determined and as if the work subsequently executed had been executed by or on behalf of the Contractor (without thereby creating any trust in favour of the contractor). Further SBIIMS or its agent or servant may enter upon and take possession of the work and all plants, tools, scaffolding, sheds, machinery, steam and other

power, utensil and materials being lying upon premises or the adjoining lands or road and sell the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the work or by engaging any other contractors or other person to complete, and the contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractors or other persons or person engaged from completing and finishing or using the materials and plants for the work. When the work shall be completed or as soon as thereafter as conveniently may be, SBIIMS shall give notice in writing to the Contractor to remove his surplus materials and plants and should the Contractor fails to do so within a period of 14 days after receipt by him of the said notice, SBIIMS may sell the same by Public Auction and shall give credit to the contractor for the amount so realised. Any expenses or losses by SBIIMS in getting the work carried out by other contractors shall be adjusted against the amount payable to the contractor by way of selling his tools and plants or due on account of work carried out by the contractor prior to engaging other contractors or against the Security Deposit.

5.49 SETTLEMENT OF DISPUTES AND ARBITRATION

Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design, drawings and instructions hereinbefore 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:

- 5.49.1 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 Assistant General Manager (Premises & Estate) S.B.I., L.H.O. Bhopal 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 SBIIMS 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 Asst. General Manager (Premises & Estate) 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 Asst. General Manager (Premises & Estate) in writing in the manner and within the time aforesaid.
- 5.49.2 The Asst. General Manager (Premises & Estate) shall give his decision in writing on the claims notified by the receipt of the contractor. The contractor may within 30 days of the receipt of the decision of the Asst. General Manager (Premises & Estate) /Submit his claims to the conciliating authority namely the Circle Development Officer, S.B.I. L.H.O. Bhopal for conciliation along with all details and copies of correspondence exchanged between him and the Asst. General Manager (Premises & Estate).
- 5.49.3 If the conciliation proceedings are terminated without settlement of the disputes, the contractor shall, within a period of 30 days of termination thereof shall give a notice to the concerned Chief General

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- Manager of SBIIMS for appointment of an arbitrator to adjudicate the notified claims failing which the claims of the contractor shall be deemed to have been considered absolutely barred and waived.
- 5.49.4 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 SBIIMS shall be referred for adjudication through arbitration by the Sole Arbitrator appointed by the Chief General Manager it will also be no objection to any such appointment that the Arbitrator so appointed is a Bank Officer and that he had to deal with the matters to which the Contract relates In the course of his duties as Bank Officer. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid by the said Chief General Manager Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.
- 5.49.5 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 as aforesaid. 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.
- 5.49.6 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.
- 5.49.7 The conciliation and arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996 or any statutory or any accordance modification or re-enactment thereof and the rules made thereunder.
- 5.49.8 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 Bank Officer.
- 5.49.9 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.
- 5.49.10 The Arbitrator shall be deemed to have entered into the reference on the date he issues notice to both the parties fixing the date of the first hearing.
- 5.49.11 The Arbitrator may from time, with the consent of the parties, enlarge the time for making and publishing the award.
- 5.49.12 The Arbitrator shall give a separate award in respect of each dispute or difference referred to him. The Arbitrator shall decide each dispute in accordance with the terms of the contract and give a reasoned award. The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion.
- 5.49.13 The fees, if any, of the Arbitrator, shall if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award including the

fees if any of the Arbitrator who may direct to and by whom and in what manner, such costs or any part thereof shall be paid and may fix or settle the amount of costs to be so paid.

5.50 WATER AND POWER SUPPLY:

5.50.1 The contractor shall make his own arrangement for the supply of water and power.

5.51 APPROVED MAKES:

5.51.1 The contractor shall provide all materials from the list of approved makes. SBI/MS/ Architect/ consultant may approve any make / agency within the approved list as given in the tender.

5.52 TREASURE TROVE ETC.

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

5.53 METHOD OF MEASUREMENT

Unless otherwise mentioned in the schedule of quantities or in mode of measurement, measurement will be on the net quantities or work produced in accordance with up to date. RULES LAID DOWN BY THE Bureau of Indian Standards. In the event any dispute/ disagreement the decision of the Architect/ Consultant shall be final and binding on the contractor.

5.61.0 MAINTENANCE OF REGISTERS

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

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

5.62.0 PRICE VARIATION ADJUSTMENT (PVA) FOR ALL MATERIALS (INCLUDING CEMENT & STEEL) & LABOUR

(Applicable only for completion period beyond 12 months)

In partial modification of the provisions made elsewhere in this contract regarding rate quoted being not subject to any variations, price adjustments to the value of work payable to the Contractor at tendered rates shall be made towards variations in the prices of materials and labour in the manner specified hereunder:-

If, after written order to commence the work and during the operative period of this contract including any authorized extensions of the original stipulated completion period:-

- (a) There be any variation in the Consumer Price Index- General Index- for industrial workers (Base 1982=100) (source- data published from time to time Indian Labour Journal by the Labour Bureau, Government of India);

OR

- (b) There be any variation in the All India Wholesale Price Index for all commodities (Base 1993-94= 100) (as publishes from time to time in the RBI Bulletin based on the date issued by the Office of the Economic Advisor to the Government of India);

Price Variation Adjustment (PVA) towards (1) Labour Component and (2) Material Component shall be calculated in accordance with the formula A and B respectively, given below, subject to stipulations herein under mentioned:-

FORMULA (A) FOR LABOUR:

$$VM=(0.85 P) \times (K1/100) \times [(C1-C0)/CO]$$

FORMULA (B) FOR MATERIAL:

$$VM= 0.85 \times (P-Y) \times (K2/100) \times [(I1-I0)/10]$$

Where-

VL= Amount of Price variation Adjustment

Increase or decrease in rupees due to labour component

VM= Amount of Price variation Adjustment

Increase or decrease in rupees on account of materials component

NOTE: Bill period (noted hereunder) signifies the period of actual execution and not date of measurement or preparation of bill.

P= Cost of work done during the period under consideration (bill period) excluding advances on materials and/ or adjustments thereof.

Y= Cost of any other materials supplied/ arranged by the bank at fixed price during the period under consideration (bill period)

K1= Percentage of labour component calculated as indicated in Note (1) below.

K2= percentage of materials component as indicated in Note (2) below.

C0= Consumer Price Index – GENERAL Index Number for industrial workers (Base 1982 = 100) referred to at (a) above, ruling on the last due date of receipt of tenders, and as applicable to the centre, nearest to the place of work, for which the index is published.

C1= Average of above mentioned Consumer price index number during the period under consideration (bill period)

I0= All India Wholesale Price Index number for all commodities referred to at (b) above, ruling on the last date for receipt of tenders and as applicable to the centre, nearest to the place of work for which the index is published.

I1= Average of above mentioned monthly all India Wholesale Price Index Numbers during the period under consideration (bill period)

NOTE (1): K1 shall be taken as under:-

Component of work	K1
(a) Civil work including ancillary works and external work and RCC/ tanks, septic tanks, etc if any of sanitary and plumbing work	30
(b) Sanitary and plumbing works including fittings and fixtures (internal work only)	20
(c) AIRCONDITIONING installations work including fittings and fixtures (external and internal works)	20

NOTE (2): K2 shall be taken as under:-

Component of work	K2
(a) Civil work including ancillary works as detailed under Note (1) (a) above	70
(b) Sanitary and plumbing works including fittings and fixtures as detailed under note(1)(b) above	80
(c) AIRCONDITIONING/ELECTRICAL installations work including fittings and fixtures as detailed under note(1)(c) above	80

Stipulations:

(A) PVA Relevant clause is operative either way i.e. if the variations in the above referred price indices are on the plus side. PVA shall be payable to the contractor and if they are on the negative side PVA shall be recoverable from the contractor for the respective bill period of occurrence of fluctuations.

(B) The rates quoted by the Contractor shall be treated as firm for the value of work required to be done in first 2 months of the contract period from the date of return order to commence work and no PVA is admissible on the same on any grounds whatsoever. The value of work required to be done during

the first 12 months of the contract period shall be taken as 80% of the value of work to be done on pro-rata basis in 12 months as compared to the total stipulated completion period. No PVA is admissible on the value of work required to be done in first 12 months as worked out above, even if this value of work is actually done in a period longer than 12 months. However, in case of any delay in the first 12 months due to genuine reasons which are not attributable to contractor and which are beyond his control, such period of delay will be deducted from 12 months, and the value of work to be done will be 80% of the pro-rata value of work to be done in such reduced period on pro- rata basis.

(C) (i) For works where the original stipulated period of completion is not more than 12 months, no PVA whatsoever is permissible under this relevant clause. However, if the period of completion is delayed beyond 12 months on account of genuine reasons which are not attributable to the contractor and which are beyond his control, PVA will be admissible on the value of work done only in excess of value of work required to be done on pro- rata basis in the first 12 months minus the period of such genuine delay.

(ii) For purpose of admissibility of PVA all the cumulative period of extensions granted for a reasons which are solely attributable to the contractor is excluded from the total extended period of contracts and PVA shall not be admissible on the value of work done during such period of extensions, which are granted for keeping the contract current, but only due to reasons for which the contractor was solely responsible. Periods of extensions granted on account of genuine reasons which are not attributable to the contractor and which are beyond his control will however, be included in the period for which PVA is admissible.

(iii) Notwithstanding anything to contrary mentioned in any other relevant clause/ relevant clauses of the contract, extensions of the contract period shall be granted by the Architect only with prior approval of the Bank. Extensions granted by the Architect without Bank's prior approval shall not bind the Bank for payment of PVA for work done in the concerned period of extensions.

(D) (i) Where the total cost of work done beyond the value of work required to be done in first 12 months (vide note (B) and (C) above does not exceed Rs. 50 Lacs the total amount of PVA worked out on the basis of provisions of forgoing stipulations will be limited to an upper ceiling of 10% of such value of work done in excess of value of work required to be done in the first 12 months, minus the cost of any materials issued / arranged by the Bank at the fixed price i.e. $P - Y$ (these terms being as per definitions given formulae A and B above).

(ii) Where the total value of work done beyond the value of work required to be done in the first 12 months exceeds Rs. 50 lacs, the PVA on the first Rs. 50 lacs will be calculated as provided for in the forgoing para and for the balance value of work done for which PVA is admissible subject to forgoing conditions, the PVA will have the upper ceiling of 10% but it will be worked out at a lower rate i.e. 80% of the amount worked out as per the formulae A and B referred to earlier.

(E) In working out the amount of PVA as per all the forgoing stipulations, value of such extra items or such portions of extra items the rates of which are derived from prevailing market rates of material and labour will not be included in the value of work done. Value of such extra items or such portions of extra items, rates of which are derived entirely from tendered rates will be included in the value of work on which PVA as calculated.

(F) For claiming the payment for PVA the contractor shall keep such books of accounts and other documents, vouchers receipts etc. as may be required by the Bank/ Architect, for verification of the increased claims or reduction to be made as the case may be and he shall also allow Engineers and / or other duly authorized representatives of the Bank/ Architects and furnished such information as may be required or called for to enable verification of the claim within a week of such request.

(G) The contractor is required to submit the Bank, through the Architect, his claims for PVA separately for each running Bill for the individual bill periods for the work paid to him by the Bank. He will also be required to submit detailed calculations in support of the claims.

(H) No claim will be entertained from the contractor for interest on any other grounds for non- payment or for any delay in payment of PVA due to late publication or non- availability of the necessary price indices or due to delay in preparations of the Running or Final Bills.

(I) In view of adjustments of variations in process of materials and labour which have been covered in this relevant clause no other adjustment for any reason whatsoever like statutory measures, levies, etc. will be allowed.

5.63.0 FORCE MAJEURE

5.63.1 Neither contractor nor SBI shall be considered in default in performance of their obligations if such performance is prevented or delayed by event such as war, hostilities, revolution, riots, civil commotion, strike, lockout, conflagrations, epidemics, accident, fire, storms, floods, droughts, earthquakes or ordinances or any act of god or for any other cause beyond the reasonable control of the party affected or prevented or delayed. However a notice is required to be given within 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.

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

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

5.64.4 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 more the two parties shall mutually decide regarding the future executions of this agreement.

5.64.0 LOCAL LAWS, ACTS, REGULATIONS

The contractor shall strictly adhere to all prevailing labour laws inclusive of contract labour (regulation and abolition act of 1970) and other safety regulations. The contractor shall comply with the provision of all labour legislation including the latest requirements of all 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 1963 and 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 thereunder from time to time.

5.65.0 SAFETY CODE: - SAFETY MEASURES TO BE FOLLOWED AT SITE:

1. All personnel at site should be provided with Helmets and Safety Boots with some Identification Mark. Visitors also should be provided with Helmets. It should be ensured that these are used properly.
2. First Aid Box should be kept at site all requisite materials.
3. No one should be allowed on inspect/ work at a height without Safety Belt.
4. Suitable scaffolds should be provided for workmen for all Works that cannot safely be done from the ground, or from solid construction except such short period Work as can be done safely from ladders. When a ladder is used an extra Mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well as suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than ¼ to 1 (1/4 horizontal and 1 vertical).
5. Scaffolding or staging more than 3.5 metres above the ground or floors, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached, bolted, braced and otherwise secured at least 1 meter high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such

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- openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent inform swaying from the building or structure.
6. Working platforms, Gangways, and Stairways should be so constructed that they do not sag unduly or unequally, and if the height of the platform or the gangway or the Stairway is more than 3-5 Meters above ground level or floor level they should be closely boarded, should have adequate width and should be suitably fenced, as described.
 7. 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 1 Meter.
 8. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 Metres in length while the width between side rails in rung ladder shall in no case be less than 30 cms for ladder up to and including Metres in length. For longer ladders this width should be increased at least 6mm for each additional 30 cms. Uniform step spacing shall not exceed 30 cms.
 9. Adequate precautions shall be taken to prevent danger from electrical equipments. For electrical on line works gloves, rubber mats, and rubber shoes shall be used.
 10. All trenches 1.2 Metres or more in depth shall at all times be supplied with at least one ladder for each 30 Metres length or fraction thereof. Ladder shall be extended from bottom of the trench to at least 1 Meter above the surface of the ground. The sides of the trenches, which are 1.5 Metres or more in depth shall be stepped back to give suitable slope, or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 metres of the edge of the trench or half of the depth of the trench whichever is more cuttings shall be done from top to bottom. Under no circumstances undermining or under cutting shall be done.
 11. Before any demolition work is commenced and also during the process of the work :-
 - a) All roads and open areas adjacent to the Work Site shall either be closed or suitably protected.
 - b) No electrical cable or apparatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically charged.
 - c) All practical steps shall be taken to prevent danger to persons employed from risk or fire or explosion or flooding. No floor, roof or other part of the building shall be so over- loaded with debris or materials as to render it unsafe.
 - d) All necessary personal safety equipment as considered adequate by the Site Engineer should be kept available for the use of the persons employed on the Site and maintained in a condition suitable for immediate use; and the other Contractor should take adequate steps to ensure proper use of equipment by those concerned.
 - e) Workers employed on mixing Asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
 - f) Those engaged in white washing and mixing or stacking of cement bags or any materials which is injurious to the eyes shall be provided with protective goggles.
 - g) Those engaged in welding works shall be provided with Welder's protective eye- shields.
 - h) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
 - i) When workers are employed in sewers and manhole covers are opened and are ventilated at least for an hour before the workers are allowed to get into the manholes and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals and boards to prevent accident to the Public.
 12. Use of hoisting machines and tackle including their attachments, anchorage and support shall conform to the following standard or conditions:-
 - a) These shall be good mechanical construction, sound material and adequate strength and free from patent defect and shall be kept in good repairs and in good working order.
 - b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
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- c) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in- charge of any hoisting machine including any scaffold, winch or give signals to the operator.
 - d) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or lowering or as means of suspension the safe working load shall be ascertained by adequate means.
 - e) Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of hoisting machine having a variable safe working load, each safe working load of the conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
 - f) Motor, Gearing, transmission, Electric wiring and other dangerous parts of hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load, adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced.
 - g) When workers are employed on electrical installation, which are already energized, insulating mats, wearing apparel such as gloves, sleeves, and boots as may be necessary should be provided. The workers should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
13. All scaffolds, ladders and other safety devices, mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities shall be provided at or near places of work.

5.66.0 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 report of immediately to the competent authority whenever such report is required to be lodged by the law and take appropriate actions thereof.

SECTION-VI:

SPECIAL CONDITIONS OF CONTRACT

1. INSTRUCTIONS TO TENDERER

- 6.1.1 Tenderer shall study the entire document for the full meaning and intent of the various specifications and terms & conditions laid there under. In case of any queries/difficulties or clarifications are required by the tenderer, the same may be obtained from the Consultant, prior to preparing the offer.
- 6.1.2 Provisions have been made in the building structure for accommodating Equipment, Ducting, Piping etc. for HVAC System as per Consultant's drawings. Tenderer shall ensure that the offered equipment and ancillary work fits comfortably within the building structure without any need for changes in civil design of the building.
- 6.1.3 Tenderer is required to visit the site prior to preparing the offer. During the visit he should ascertain for himself various site conditions as relevant to the technicalities of the work involved and the labour regulations/labour welfare facilities existing near the site. He should also envisage for himself all difficulties that may arise during the execution of the Contract. The tenderer shall prepare his bid taking into consideration all the site conditions and other relevant information collected by him.
- 6.1.4 Offers shall remain open to acceptance by the OWNERS for a period of 90 days from the date of submission.
- 6.1.5 Tenderer must submit offer only by filling up the BID FORM in the tender document, duly stamped and signed by an authorized person. The technical data sheets shall be filled completely. Incomplete bids shall not be considered.
- 6.1.6 Comprehensive technical literature and write-ups explaining the construction, functioning and advantages/limitations of the offered equipment shall be submitted as a part of the offer.
- 6.1.7 Tenderer shall indicate deviations from specifications and conditions of contract clearly in the "Deviation Schedule". Except for the deviations mentioned in the Deviation Schedule, all other specifications and conditions shall be considered to have been accepted by the Tenderer.
- 6.1.8 Tenderer shall submit a list of installations executed and commissioned using equipment identical to the offered equipment, for similar applications, within MP, along with the month and year of commissioning, location of installation, capacity/model installed, name/designation/ telephone no. Of the person concerned.
- 6.1.9 The tender document shall be returned duly completed along with enclosures. Each page of the documents submitted shall be signed by the tenderer in token of his having acquainted himself with, and agreed to, the Conditions of Contract, and Specifications. Any tender with any of the documents not so signed will not be considered.
- 6.1.10 Owner does not bind himself to accept the lowest or any tender and reserves to itself the right to accept or reject any or all the tenders, either in whole or in part without assigning any reasons for doing so.

2. DEFINITION OF SPECIAL TERMS

In this document, the definitions of terms will be as follows:

- 6.2.1 "**SPECIFICATIONS**" shall mean the specification attached along with the conditions of the contract.
- 6.2.2 "**SITE**" shall mean the SBI Magaria Branch, Infront of SP Bungalow distt.Shajapur dewas, under AO Bhopal
- 6.2.3 "**PLANT**" shall mean the AC system & its components including all machinery, piping, ducting, electrical, installation & all other accessories, supplied and installed by the Contractor as specified & required for the proper & safe operation of the AC.
- 6.2.4 "**TEST**" shall mean "Checking the performance of the Plant".

3. PRICE BASIS

The Contract Prices for various parts of the contract shall be as follows:

- 6.3.1** For supply of equipment: Prices shall be quoted in INR on the basis of FOR Site. Applicable duties, taxes and local transit and insurance for delivery to site shall be included in Prices.
- 6.3.2** For all ancillary work and installation and commissioning of equipment and complete system: Unit rates for supply, installation, testing and commissioning of each item shall be given on Unit rate basis, inclusive of all material, accessories, tools tackles, consumables and labour required for completing the job, Indicating value of applicable VAT and Service Tax. VAT shall be applicable on “material content” and service tax shall be applicable on “labour content” of each item.
- 6.3.3** Unit Rates shall be applicable to the finished work.
- 6.3.4** Billing shall be done as per measurement of actual executed work.

4. SCOPE OF CONTRACT

- 6.4.1** The CONTRACT shall cover complete job of HVAC system on works contract basis, with responsibility of achieving specified room temperature and humidity in the conditioned spaces.
- 6.4.2** Quantities and ratings given in the "Schedule of Quantities" are estimated figures. The contractor shall cross check the design and drawings independently and shall be responsible for installing necessary quantities for achieving performance of the system, as per design.

5. COMPLETION PERIOD

The entire supply, installation, testing and commissioning work will be completed by the contractor within the time specified in the tender document from the date of award of the contract.

6. BILLING AND PAYMENTS

All bills are to be raised on the OWNER and shall be paid by the OWNER after certification by the Project In-Charge / Consultant.

Income Tax may be deducted at source as per Income Tax Rules/Act, from each and every bill. Any Other Government Levies will be deducted as Applicable from Time to Time

7. WORK AND SERVICES BY THE OWNER

The following work and services associated with the system shall be provided by the OWNER through other agencies, to enable the CONTRACTOR carry out the contractual work:

- a) All major masonry/building work such as construction of masonry ducts/shafts, trenches for pipes/cables, major openings in walls and slabs etc., major steel supporting structures for supporting of piping/ducting.
- (Minor masonry work such as breaking and making good of openings for passage of ducts, pipes and cables, provision of suspendors / brackets etc. shall be done by the contractor).
- b) False ceiling and Return air boxing work.
- c) Temporary three phase power supply and water connection at one point on site for erection work.
- d) Permanent incoming power supply and main earthing at Individual Out Door Unit

SECTION-VII: SYSTEM AND EQUIPMENT SPECIFICATIONS

1.0 BASIS OF DESIGN AND COOLING LOAD ESTIMATES

Following design parameters shall be used for design of HVAC the systems:

Outdoor design conditions : 41.11°C D.B., 25°C W.B.

Inside design conditions : Temperature: 23° ± 1°C

Relative humidity: NMT 60%

Lighting Load : 1.5 W/SQFT

2.0 SPECIFICATION OF EQUIPMENT / MATERIALS & INSTALLATION STANDARDS

A) VARIABLE REFRIGERANT FLOW (VRF) SYSTEM (IF INSTALLED)

The VRF system shall be modular type, with number of indoor units connected to centrally roof located outdoor units, as per details given in the tender dwgs / Bill of Quantities. The outdoor units for all the system shall be air cooled type and mounted on terrace of the building. Indoor units in various areas shall be as per enclosed drawings/ Bill of quantities.

All the VRF system indoor units shall be fully factory assembled, wired, internally piped & tested. The outdoor units shall be pre-charged with first charge of HFC refrigerant (eg. R 410A). Additional charge shall be added as per refrigerant piping at site. All the units shall be suitable for operation with 415 V + 10%, 50 Hz + 3%, 3 Phase supply for outdoor units & 230 V + 10%, 50 Hz + 3%, 1 Phase supply for indoor units.

Unit should be equipped with a highly efficient oil separation system to ensure stable operation with long refrigerant piping.

The VRF system shall provide stable, trouble free & safe operation, with flexibility of operating desired indoor units. The outdoor units must be capable of delivering exact capacity proportional to the number of indoor units switched on & the heat load in the air conditioned area. The proportional operation shall be achieved by varying the refrigerant volume delivered by the compressor in the outdoor units.

The operation of the VRF system shall be through independent wired / wireless remote controllers as specified.

Specification of outdoor units

Outdoor units of the VRF system shall be compact air cooled type and working on environment friendly refrigerant (eg. R-410A).

All the compressors of the outdoor units must be hermetically sealed scroll type. Each module of outdoor unit must have combination of Fixed Compressors and Variable Compressor, suitable to operate at heat load proportional to indoor unit requirement. Fixed Compressor Shall be of Hermetically Sealed Scroll Type & Variable Compressor Shall be of Hermetically Sealed, DC Inverter / Variable volume Scroll Type. Every Single Module should have Multiple Compressor with at least one Variable Type Compressor.

The outdoor units must be suitable for longest piping length up to minimum of 150 m (equivalent piping length) Longest piping length after 1st Y branch & the farthest indoor unit should be minimum 40 m, total piping of minimum 1000 m for all the indoor units. Allowable level difference between outdoor unit & indoor units shall be 100 m. Allowable level difference between various indoor units connected to one outdoor unit shall be up to 15 m.

Back up operation, in case of failure of one of the compressors of outdoor unit, for single module outdoor units or failure of one of the modules in case of multiple module outdoor units shall be possible.

The outdoor unit shall employ system of equal run time for all the compressors, inverter or on / off type, within each outdoor unit – Single Module or Multi Module.

The outdoor units shall be suitable to operate within an ambient temperature range of – 5 Deg C to 45 Deg C, in cooling / Heating mode.

Air cooled condenser shall have Axial Flow, upward throw fan, directly coupled to fan motors with minimum IP 55 protection. The outdoor unit condenser fan should be able to develop external static pressure of minimum of 6 mm of H₂O.

The entire operation of outdoor units shall be through independent remotes of indoor units. No separate Start / Stop function shall be required.

Starter for the outdoor unit compressor shall be “Direct on Line” type. Starting of compressors of the unit shall be arranged to reduce the inrush current during starting.

Refrigerant control in the outdoor unit shall be through Electronic Expansion Valve. Complete refrigerant circuit, oil balancing / equalizing circuit shall be factory assembled & tested.

Noise level of outdoor units shall not exceed more than 64 dB (A) at a distance of 1.5 m from the unit.

Outdoor units shall be complete with following safety devices:

- High pressure switch
- Fan driver overload protector
- Over current relay
- Overload protector

Unit shall be supplied with

- Installation manual
- Operation manual
- Connection pipes

The VRF condensing unit shall be located in open on a terrace with adequate clearance from nearby objects to ensure unobstructed air flow and easy approach for maintenance.

Indoor Units (Evaporating Units):

The units shall be of 4 Way Cassette Type / Hi wall ductable AC with suitable supports to take care of operating weight of the unit, without causing any excessive vibration & noise. The cold air supplied by these units will be supplied to the area to be air conditioned, through Decorative Grill.

Each indoor unit must have electronic expansion valve operated by microprocessor thermostat based temperature control to deliver cooling/ heating as per the heat load of the room.

The unit casing shall be made out of galvanized steel plates.

Unit must be insulated with sound absorbing thermal insulation material. The noise level of unit at the highest operating level shall not exceed 49 dB(A), at a vertical distance of 1.5 m below the units

Unit must have thermal fuse for fan motor protection, in case of motor heating.

The unit will be connected in series to a suitable outdoor unit & it must be possible to operate the unit independently, through cordless remote specified in the bill of quantities. The unit will be further connected to Central Controller & it shall be possible to operate the unit through this central Controller.

Each unit shall be selected as the requirement of the cooling load and interior layout in the respective space to be air-conditioned. The unit shall be equipped with an electronic expansion valve, which can communicate with the controller in the condensing unit.

The fan shall of the dual suction multi blade type and statically and dynamically balanced to ensure low noise and vibration free operation.

Each indoor unit shall be equipped with cordless local control unit for setting the operating parameters. The address of the indoor unit shall be set automatically in case of individual and group control. Option of centralized control should also be available.

Controls shall be provided to maintain the set room temperature within close tolerance limits.

A) Central Remote Control Unit:

A Central Remote Control Unit shall be provided for the system as per the manufacturer's recommendation, suitable to be mounted near the common area of the premises. It should be possible to operate (preferably touch screen type) the entire air conditioning system and set working parameters of all indoor units and the outdoor units from this control unit. The unit shall be equipped with self-diagnosis for easy and quick maintenance and service. The remote controller shall memorize the latest malfunction code for easy maintenance. The controller shall be equipped with a battery back-up and a real time clock.

It should be possible to control several number of indoor units and change fan speed and angle of swing flap individually and in group.

B) REFRIGERANT PIPING & WIRING

All refrigerant piping shall be in high grade copper (min 20 Gauge) including all connections, tees, reducers, etc. Required no. of refrigerant joints with insulation should be provided for uniform flow of refrigerant through all indoor units.

All refrigerant piping shall be insulated with 19 mm thick closed cell elastomeric thermal insulation material. All joints on the insulation should be sealed with good quality sticking compound. All joints should be covered with 50 mm wide aluminum tape.

Entire refrigerant piping inside the building should be installed on the wall / ceiling with proper clamping arrangement and refrigerant piping outside the building (i.e. on terrace, shafts) should be properly clamped on MS / GI brackets on the wall of duct / shaft.

Sufficient refrigerant shut-off valves shall be provided in refrigerant piping to allow compressors to be removed for service & to allow the refrigerant to be pumped in to and contained in the condenser. The unit shall be equipped with a liquid line shut off valve, filter drier, liquid line sight glass, and solenoid valve & insulation where required to prevent condensation forming.

C) DRAIN PIPING

Condensate from the indoor units shall be drained through properly installed drain piping designed to prevent any accumulation of condensate in the drain pan. Drain piping shall be made of rigid PVC pipe of 6 Kg./ sq. cm pressure rating with water tight threaded connections, leading from the indoor units to a suitable drain points. Complete drain piping shall be made leak proof and water tight by means of precise installation and the use of leak proof sealant / adhesives.

The drain pans of IDUs shall be connected to rigid PVC pipe by braided PVC flexible pipe with appropriate adapters. U trap shall be provide in the drain connection of each IDU.

All pipes support/clamps shall be painted with red oxide primer followed by two coats of synthetic enamel finish paint.

D) ELECTRICAL WORK

The electrical work shall be carried out as per IE rules. The client will provide incoming supply with earthing at each outdoor unit (ODU) with an Isolator. The contractor shall carry out further distribution of control cabling and earthing of GI between indoor & outdoor units. Power Cable from Isolator to Outdoor Unit will be in

E) Testing & Commissioning:

Before commissioning of the equipment the entire installation shall be tested in accordance with Indian Electricity Rules and IS: 732 and the Test Report of a licensed electrical contractor shall be furnished.

APPROVED MAKES OF MATERIAL FOR AIR-CONDITIONING

S. No.	Description	MAKE OF MATERIALS
01.	VARIABLE REFRIGRENT FLOW (VRF) UNIT / VARIABLE REFRIGRENT VOLUME (VRV) System (Indoor & Outdoor Units)	Daikin / Hitachi
02.	Copper Tubes / Pipes	Mandev tubes / Rajko / Met-Tube / Hindustan / Total Line.
03.	Copper Pipe Insulation – Sleeve’s (Nitrile Rubber)	Superloan / Armaflex / Aflex / Eurobatex / Insuflex.
04.	GSS Sheet	Tata / Jindal / Sail / National / Nippon
05.	HRV unit	Bry Air / Daikin / LG / Carrier Toshiba / Mitsubishi Electric
06.	Volume Control Damper	Dynacraft / Cosmos / Airflow / Air Control
07.	Al. Powder Coated Grills	Carryair / Dynacraft / Ajanta
08.	Insulation	Vedoflex / Insuflex / Superion
09.	Flexible duct	Caryaire / Rola Star / GP Spiro / Atco
10.	PVC Pipes	Polypack / Prakash / Surya / Astrall / Finolex.
11.	Electrical Cables and Wires	Finolex / L & T / Havells / RR Kabel

NOTE :

- 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 Banks Engineer / Architect.

Note: - The Bank may choose to ask contractor to produce original bills/certificate from the manufacturer or his authorized Distributor for authenticity and genuineness of the material for consideration and as per make approved by the Bank. In case of their failure to do so the same will not be considered for payment.



NIT No.	BHO201905063
DATE	11.06.2019

**SBI INFRA MANAGEMENT SOLUTIONS PVT. LTD.,
CIRCLE OFFICE, BHOPAL**

**INVITES TENDERS ON BEHALF OF SBI, A.O., BHOPAL
THROUGH E-TENDERING PROCESS.**

For the work of :

***PROPOSED AIRCONDITIONING WORKS OF SBI MAGARIA BRANCH, DISTT.
SHAJAPUR.***

Dewas RBO4, under AO, BHOPAL.

*(AIRCONDITIONING Contractors who are on the panel of SBIMS, RS. 5-15LAKHS
AIRCONDITIONING Works.)*

Note : Contractor should possess valid Digital Signature for this E-Tender.

PART 'B' : PRICE BID

Last date for submission of **E-Tender** : 1500 hrs. (IST) on 20.06.2019.
Opening of **E-Tenders** : 1530 hrs. (IST) on 20.06.2019.

Tender Submitted By :

Name of Vendor : _____

Address of Vendor : _____

Date : _____

***Vice President & Circle Head,
SBI INFRA MANAGEMENT SOLUTIONS PVT. LTD.
(A Wholly Owned Subsidiary of State Bank of India)
Circle Office,
Mezzanine Floor, SBI LHO Building,
Arera Hills, Hoshangabad Road,
BHOPAL - 462011 (M.P.)***

Architects :
Design Avenues,
MZ-4, Shri Lakshmi Leela
Tower, Sapna Sangeeta Road,
Indore - 452001

**PART-A: BOQ FOR AIR CONDITIONING WORK FOR SBI MAGARIA BRANCH
DISTT. SHAJAPUR (M.P.)**

	Item & Specification	Unit	Qty	Rates	Amt (IN Rs.)
	Supply, installation, testing and commissioning of following CASSETTE/HIGH WALL AIR CONDITIONERS as under. The Rate shall be excluding GST (which shall be payable by the bank as per prevailing rates at the time of payment) and system shall have one year complete warranty				
1	Supply, installation, testing and commissioning of Higher Efficient models of CASSETTE TYPE AIR CONDITIONERS 3.0 TR (Inverter Type) Machines confirming to latest Indian Standards and suitable for operation on 415 Volts + 10 %, three Phase, 50 Hz AC supply with Scroll compressor, Refrigerant and capable to perform cooling, dehumidifying, Air Circulating, auto mode, auto swing, anti bacteria filtering, ventilation and with remote control with Cool/Fan/Dry/Auto mode, sleep mode & on/off timer with suitable thermostat. The rate should include installation charges after making appropriate changes in existing false ceiling. Heavy readymade/fabricated M S Stand to house the outdoor unit as per site conditions including carpentry work, minor civil work. The outdoor unit should be anti-rust powder coated. Indoor unit should have LED Display. The cost includes original fill and additional top up of refrigerant gas as per site condition. Make of ACs:- Daikin/Hitachi/Voltas/Bluestar/Carrier only	Nos	5		

3	<p>Supply, installation, testing and commissioning of Higher Efficient models of SPLIT AC, INVERTER OF BEE(Bureau of Energy Efficiency) AIR CONDITIONERS 1.0 Ton Machines 3Star confirming to latest Indian Standards and suitable for operation on 230 Volts + 10 %, single Phase, 50 Hz AC supply with rotary compressor, Refrigerant and capable to perform cooling, dehumidifying, Air Circulating, auto mode, auto swing, anti bacteria filtering, ventilation and with remote control with Cool/Fan/Dry/Auto mode, sleep mode & on/off timer with suitable thermostat. The rate should include installation charges after making appropriate changes in existing false ceiling. Heavy readymade/fabricated M S Stand to house the outdoor unit as per site conditions including carpentry work, minor civil work. The outdoor unit should be anti-rust powder coated. Indoor unit should have LED Display. The cost includes original fill and additional top up of refrigerant gas as per site condition. Make of ACs:- Daikin/Hitachi/Voltas/Bluestar/Carrier only</p>	Nos	2		
4	<p>Supply, installation, testing and commissioning of Higher Efficient models of SPLIT AC, INVERTER OF BEE(Bureau of Energy Efficiency) AIR CONDITIONERS 1.5 Ton Machines 3Star confirming to latest Indian Standards and suitable for operation on 230 Volts + 10 %, single Phase, 50 Hz AC supply with rotary compressor, Refrigerant and capable to perform cooling, dehumidifying, Air Circulating, auto mode, auto swing, anti bacteria filtering, ventilation and with remote control with Cool/Fan/Dry/Auto mode, sleep mode & on/off timer with suitable thermostat. The rate should include installation charges after making appropriate changes in existing false ceiling. Heavy readymade/fabricated M S Stand to house the outdoor unit as per site conditions including carpentry work, minor civil work. The outdoor unit should be anti-rust powder coated. Indoor unit should have LED Display. The cost includes original fill and additional top up of refrigerant gas as per site condition. Make of ACs:- Daikin/Hitachi/Voltas/Bluestar/Carrier only</p>	Nos	3		

5	Supply and installation of soft & prime quality of min. 22 G single circuit Copper pipe with class "o" Nitrile insulation of minimum 12mm for 3 / 4 ton Cassette unit air conditioner including interconnection power/ communication cable between indoor and outdoor unit as per site requirement Make of Insulation:- Superlon/Aflex/Armacell/Kflex Make of cable:- Finolex/RR/Havells	Mtr	144		
6	Supply and installation of soft & prime quality of min. 22 G single circuit Copper pipe with class "o" Nitrile insulation of minimum 12mm for 1 / 2 ton split AC type air conditioner including interconnection power/ communication cable between indoor and outdoor unit as per site requirement Make of Insulation:- Superlon/Aflex/Armacell/Kflex Make of cable:- Finolex/RR/Havells	Mtr	54		
7	Drain Pipe (If Required additional) Supply and laying of heavy gauge U PVC drain piping of 25mm with insulation as per site requirement with its all accessories like bend, solution etc as per site condition Make:- Kasta/supreme/equ	Mtr	200		
8	Providing & fixing Voltage stabilizer copper wound ISI marked with time delay including all accessories with installation at site suitable for 03 Ton Cassette AC. (6.0 KVAR approximate) having auto cut off on low voltage and high voltage both. Make:- V-Guard/ Microtek/Nucleus	Nos	5		
10	Providing & fixing Voltage stabilizer ISI marked with time delay including all accessories with installation at site suitable for 01 Ton Split AC. (3.0 KVAR approximate) having to cut-off on low voltage and high voltage both. Make:- V-Guard/ Microtek	Nos	5		
11	Electronic Timer for auto switch on/off to AC of server room for 4Hr/8Hr. Make:- Legrand, L&T, Siemens, Schneider	Nos	1		
12	MS fabrication for outdoor stand.	Nos.	8		
13	Site / Pre fabricated Rectangular Duct & Accessories joints for supply of fresh air.				
a	24G	Sqmt	80		
b	22G	Sqmt	0		

14	Insulated Flexible Duct for Fresh Air , Aluminum foil type with wire reinforcement, Ventilation supply duct installed outside of the thermal envelope will be insulated to a minimum of R-8 or equivalent to local codes. Flexible duct will be supported every 4' or 12-gauge or thicker galvanized wire.				
a	100 mm dia	Rmt.	50		
b	Constant Airflow Regulator	Nos.	7		
c	Fresh Air Louver	Sqmt	0.5		
15	Supplying, installing, testing & commissioning of INLINE DUCT Mounted Fresh Air & Toilet exhaust FANS with blower, galvanized steel casing & direct driven motor suitable for 220+/- 10% volt single phase 50 cycles AC with flexible duct connection.				
a	Supplying, installing, testing & commissioning of INLINE DUCT Mounted Fresh Air & Toilet exhaust FANS	Nos.	1		
	Total			Rs.	
In Words Rs.					

***Taxes shall be payable extra as applicable at the time of the billing, please quote rates excluding taxes.**

PART - B: COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT OF THE INSTALLATION DESCRIBED IN PART-A OF THE TENDER DOCUMENT				
S.No.	Description	Year	Rate	Amount (Rs.)*
1	Providing Comprehensive AMC for the complete installation after completion of the one year Defects Liability Period and for the period mentioned hereunder:			
a	First year beginning from the completion of defects liability period	1		
b	Second year beginning from the completion of defects liability period	1		
c	Third year beginning from the completion of defects liability period	1		
d	Fourth year beginning from the completion of defects liability period	1		
e	Fifth year beginning from the completion of defects liability period	1		
			Total Rs:	
In Words Rs.				

***Taxes shall be payable extra as applicable at the time of the billing, please quote rates excluding taxes.**



NIT No.	BHO201905063
DATE	11.06.2019

**SBI INFRA MANAGEMENT SOLUTIONS PVT. LTD.,
CIRCLE OFFICE, BHOPAL**

**INVITES TENDERS ON BEHALF OF SBI, A.O., BHOPAL
THROUGH E-TENDERING PROCESS.**

For the work of:

**PROPOSED AIRCONDITIONING WORKS OF SBI MAGARIA BRANCH, DISTT.
SHAJAPUR.**

Dewas RBO4, under AO, Bhoapl.

*(AIRCONDITIONING Contractors who are on the panel of SBIMS, RS. 5-15 LAKHS
AIRCONDITIONING Works.)*

Note : Contractor should possess valid Digital Signature for this E-Tender.

PART 'C' : DRAWINGS

Last date for submission of **E-Tender** : 1500 hrs. (IST) on 20.06.2019.

Opening of **E-Tenders** : 1530 hrs. (IST) on 20.06.2019.

Tender Submitted By :

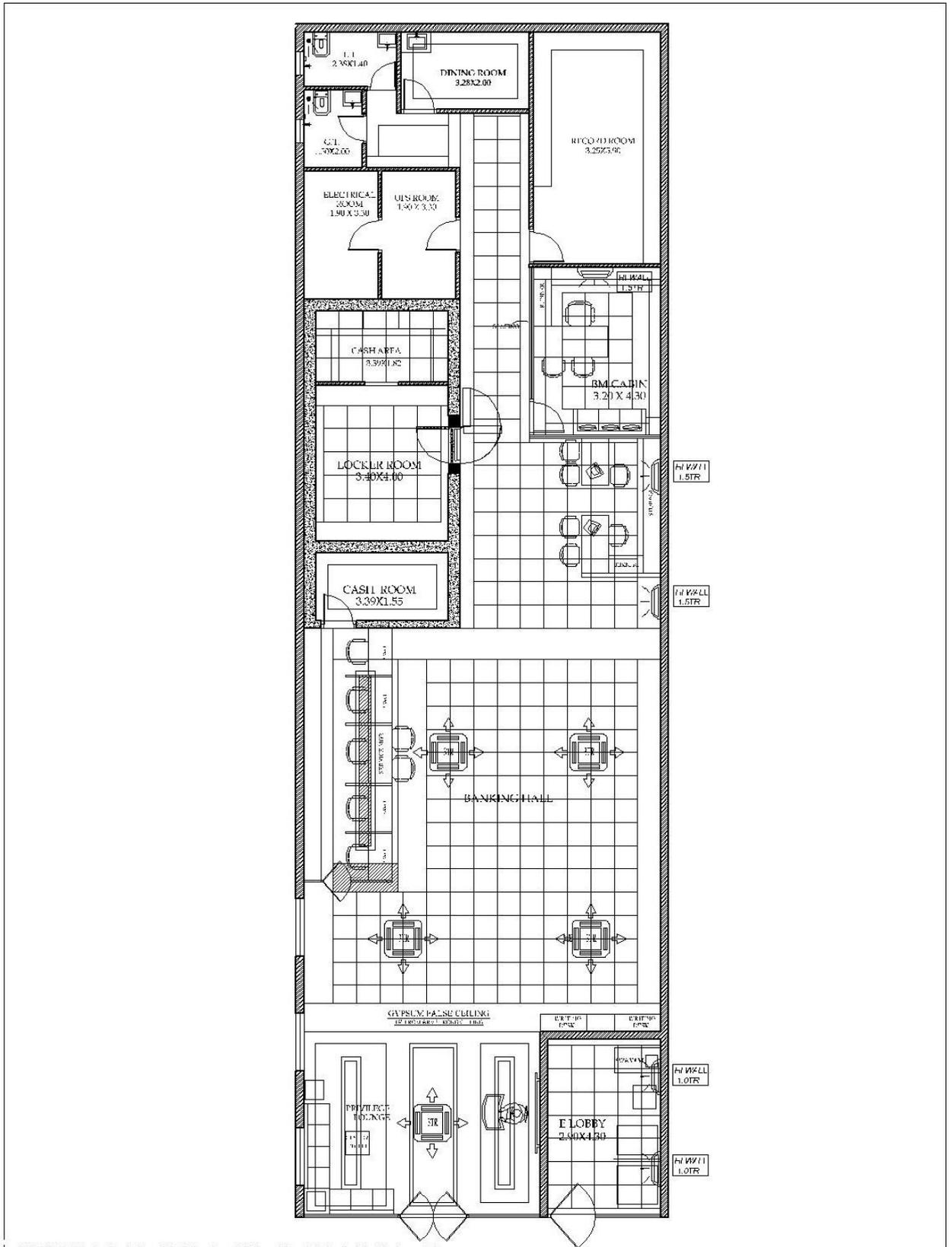
Name of Vendor : _____

Address of Vendor : _____

Date : _____

***Vice President & Circle Head,
SBI INFRA MANAGEMENT SOLUTIONS PVT. LTD.
(A Wholly Owned Subsidiary of State Bank of India)
Circle Office,
Mezzanine Floor, SBI LHO Building,
Arera Hills, Hoshangabad Road,
BHOPAL - 462011 (M.P.)***

Architects :
Design Avenues,
MZ-4, Shri Lakshmi Leela
Tower, Sapna Sangeeta Road,
Indore - 452001



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**PROPOSED AC LAYOUT PLAN
FOR SBI MAGARIA BRANCH,
DIST. SHAJAPUR (M.P.)**

CLIENT
STATE BANK OF INDIA

STATUS
 Prelim
 GFC
DWG. NO.
 BI/SI/GF/OP1
DATE
 06/12/18

NORTH

Architects :

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 www.design-avenues.com

Branch Office:
 M2-4, Shri Laxmi Leela Tower, Sagma Sangeeta Road, Indore,
 ph: 4244748, Mobile : 98290-74758
Main Office:
 125, Zone-II, M.P. Nagar, Bhopal-11 Tel.: 2550200