

SBI INFRA MANAGEMENT SOLUTIONS PVT. LTD
(A Wholly Owned Subsidiary of SBI)

HEAD OFFICE :

Ground Floor, Raheja Chamber, Free press Journal Marg, Nariman Point, Mumbai 400 021

**TENDER FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING (SITC) OF
CO2 BASED AHU DAMPER CONTROLLERS AT GITC,BELAPUR.**

RETENDER-1I

Tender ID : GIT201904034

Part I

(Technical Bid)

TENDER SUBMITTED BY:

NAME : _____

ADDRESS : _____

GSTIN : _____

Email : _____

Contact No : _____

Vice President & Circle Head,

SBIIMS, GITC, Circle office,

1st Floor, C wing, SBI GITC Office, Sector 11,

CBD Belapur, Navi Mumbai 400 614

headgitc.sbiims@sbi.co.in

022-27537416

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NOTICE INVITING TENDERS**TENDER FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING (SITC) OF
CO2 BASED AHU DAMPER CONTROLLERS AT GITC,BELAPUR. GITC,BELAPUR**

SBI Infra Management Solutions Pvt. Ltd. (hereinafter mentioned SBIIMS on behalf of State Bank of India Invites "online item rate e-Tender" for captioned work from Eligible vendors for this tender.

1.	Name of Work	TENDE FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING (SITC) OF CO2 BASED AHU DAMPER CONTROLLERS AT GITC,BELAPUR.
2.	Time allowed for completion	60 days
3.	Cost of Tender Documents	Rs.1000/- (Rupees One Thousand Only) (NonRefundable) This Non-Refundable amount to be paid only through SB Collect Payment Portal available in SBI's online Banking site i.e. https://www.onlinesbi.com After successful payment, submit a print of the receipt carrying a Reference no. along with the tender application. For further details, refer annexure-1 enclosed.
4.	Earnest Money Deposit (EMD)	Rs. 9,000/- (Rupees Nine Thousand Only) in the Form of Demand Draft/Banker's Cheque issued by any Nationalised/Scheduled Bank Drawn in favour of "SBI Infra Management Solutions Pvt. Ltd." Payable at Mumbai, which is to be submitted along with the Technical Bid in a separate envelope super scribing "EMD"
5	Initial Security Deposit (ISD)	2% of awarded value of work including EMD
6.	Retention Money	5 % (Including EMD+ISD)
7.	Date and Time for downloading tender documents.	Tender document is available for download from 14.08.2019 to 22.08.2019 at Bank's website www.sbi.co.in under <Link> "procurement News"
8	Last date, time and Mode of submission of Technical Bid	The signed and stamped copy of Technical bid along with following documents in sealed envelope should reach to us on or

	document along with Authorization Letter, Tender fees and EMD.	before 22.08.2019 upto 03:00 PM 1) Signed and stamped copies of complete Tender Document. 2) EMD 3) Tender Fees
9	Address at which the Technical bid are to be submitted	The sealed envelope comprising all documents as stated above in Sr. No. 8 to be submitted to the following address and it should reach us on or before 22.08.2019 upto 03:00 PM Vice President & Circle Head SBIIMS, GITC, Circle office, 1st Floor, C wing, SBI GITC Office, Sector 11, CBD Belapur, Navi Mumbai 400 614 Tenders received without any one or more document mentioned above shall be rejected and such bidders shall not be allowed to participate in online for Indicative bidding process.
10	Date, Time and Place of opening of Sealed Technical Bid	Technical bid (Part-1) to be opened on 22.08.2019 @ 3.30 PM at above mentioned address.
11	Intimation to Technically Qualified bidders	Shall be communicated by e-mail on or before 23.08.2019
12	Last date, time and Mode of submission of Price Bid (Part-2) Price bid (Cover-2): duly filled and signed price bid shall be submitted. No conditions accepted in price bid.	The price bid should be submitted 22/08/2019 along with Technical bid but in a separate cover super scribed as "PRICE BID". Price Bid and Technical Bid are to be in separate Covers and submitted together.
13	Last Date & Time for opening of Price Bid	The date of opening of price bid will be intimated to qualified bidders.

14	Validity for Offer	3 (Three) Months from The Date of Opening of PriceBid
15	Commencement of Work	7 th Day from the date of receiving of Work Order
16	Defects Liability Period	12 Months (Twelve months)
17	Payments terms	Only Final Bill will be paid against the detailed bills submitted by the contractor to the SBI/SBIIMS on successful completion of the work. No advance payment shall be made.
18	Period of Honouring Payment Certificate	15 Days from the date of receipt of bill.
19	Insurance	As per Insurance clause of the Tender Document.
20	Working Schedule for Commercial Buildings	In Co-ordination with all the other agencies without disturbing the functioning of the Bank.
21	Liquidated Damages for Delay	0.5 % Per week subject to total amount of 5% of Contract Value.

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. Tenders can be downloaded from the bank's website www.sbi.co.in (link)

<Procurement News>. It shall be responsibility of the contractor to arrange and ensure that all pages of technical and financial bid are properly bound separately. Tenders in loose pages may be disqualified.

The signed copies of technical Bid documents, tender fees, authorization Letter and EMD should be submitted in sealed envelope, failing which tender will be summarily rejected.

EMD shall be converted into Retention Money for successful Contractor, whose tender is accepted.

Payments towards the above work shall be made by SBI.

SBIIMS reserves the right to increase or decrease the quantum of services, manpower to be provided and also reserves the right to reject, cancel or revise or accept any or all the tenders or part of tenders without giving any reasons thereto.

SBIIMS reserves its rights to accept/reject any/all tender without assigning any reasons whatsoever and to increase or decrease the quantities of any item and contractor must execute the same at the rate quoted and no correspondence shall be entertained in this regard.

Conditional tenders are liable for rejection.

Yours faithfully,

Vice President and Circle Head
SBIIMS, GITC Circle Office, CBD Belapur

Signature of Contractor with Seal

LETTER OF UNDERTAKING

To,

The MD & CEO,
SBI Infra Management Solutions Pvt. Ltd,
Head Office, Ground Floor,
Raheja Chamber, Free press Journal Marg, Nariman Point,
Mumbai 400 021.

Dear Sir,

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

MEMORANDUM

(a)	Description of work	TENDER FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING (SITC) OF CO2 BASED AHU DAMPER CONTROLLERS AT GITC,BELAPUR.
(b)	Earnest Money	Rs.9,000/- (Rupees Nine Thousand only) by means of Demand Draft / Banker's Cheque from any scheduled Nationalized Bank drawn in favour of SBI Infra Management Solutions Pvt. Ltd. and payable in Mumbai.
(c)	Time allowed for completion of the Works from Seven day after the date of written Order or date of handing over of the site (Whichever is later) to commence the work	60 Days

- 1) Should this tender be accepted, I/we hereby agree to abide by and fulfill the terms and provisions of the said conditions of contract annexed hereto so far as may be applicable or in default thereof to forfeit and pay to SBIIM, the amount mentioned in the said contract.

- 2) I / We have deposited a sum of **Rs.9,000/- (Rupees Nine Thousand only)** of the total tender amount as Earnest Money with the SBI Infra Management Solutions Pvt. Ltd. on behalf of SBI which amount is not to bear any interest. Should I / We fail to execute the Contract when called upon to do so I / We do hereby agree that this sum shall be forfeited by me/us to SBI Infra Management Solutions Pvt. Ltd. on behalf of SBI.
- 3) I/ We have read and understood various clauses of this tender and hereby submit our specific undertaking and concurrence in terms clause 6.2 of "Instruction to tenderer" to deposit Additional *Security Deposit (ASD)* of required amount as provided for in this tender and within the stipulated period, in case, my/our tender is found too low (i.e. beyond 10% of the estimated cost), as a performance guarantee for due fulfilment of our contractual obligation for the project.

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

- 4) I/ We understand that as per terms of this tender, the SBIIMS may consider accepting our tender in part or whole or may entrust the various work proposed in phases. We, therefore, undertake that we shall not raise any claim/ compensation in the eventuality of Bank/SBIIMS deciding to drop any of the work from the scope of work of this tender at any stage during the contract period. Further, we also undertake to execute the work entrusted to us in phases on our approved rates and within stipulated time limit without any extra claim for price escalation as also provided for in the clause 11.1.6 "Instructions to Tenderers" of this tender.
- 5) I/ We, hereby, also undertake that, we will not raise any claim for any escalation in the prices of any of the material during the currency of contract/execution/completion period including authorized extended contract period, if any.
- 6) I/ We hereby confirm that all the components /parts /assembly / software etc. used in the equipment to be supplied shall be original new components / parts / assembly / software only, from respective OEMs of the products and that no refurbished / duplicate / second hand components /parts/ assembly / software shall be supplied or shall be used. We also undertake to produce certificate from the Original Equipment Manufacturers within seven days of intimation of the same by the SBIIMS/Bank.
- 7) Our Bankers are :

i)

ii)

The names of partners of our firm are:

i)

Authorised to sign

Or

(Name of person having Power of

Attorney to sign the Contract. (Certified true copy

of the Power of Attorney should be

attached)

Yours faithfully,

Signature of Contractors.

Signature and addresses of Witnesses

ii

PREQUALIFICATION CRITERIA: -**MINIMUM ELIGIBILITY CRITERIA (Mandatory)**

Minimum Eligibility Criteria for TENDER FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING (SITC) OF CO2 BASED AHU DAMPER CONTROLLERS AT is given as under.

1. The bidder must be registered in India and must have track record necessary to provide comprehensive package for the project & not quote for individual items of their choice.
2. If the bidder is not manufacturer of products quoted, then they should submit a tender-specific Authorization letter from the Original Equipment Manufacturer (OEM)
3. Annual Turnover of the bidder should be **Rs. 2.7 Lakhs** or more in every financial year in last 3 financial years ending March-2019. Bidders should submit the Audited Balance Sheet for last three financial years.
4. Bidders should submit the Audited Profit and Loss statement/CA certificate for last three financial years.
5. The bidder should have its own office and service personnel on its payroll posted in Mumbai, Navi Mumbai, Thane or Pune. Office address to be specified.
6. Bidder should submit clause to clause compliance on tender specs on their OEM letter head duly stamped & signed by authorised rep. Technical compliance by bidder will not be accepted.
7. Bidder should not be blacklisted from any organisations for the poor executions done at site undertaking should be provided by bidder.
8. Bidder/ OEM should have experience of having successfully completed similar work as per below options, Bidders shall submit purchase order copy & installation report as proof of compliance.

Three similar completed works of Rs 3.6 Lakhs each

Or

Two similar completed works of Rs 4.5 Lakhs each

Or

One similar completed work of Rs 7.2 lakhs

Similar works refers to works done under Central Govt. Dept./State Govt. Dept./ Semi Govt. Dept. or PSU/Autonomous Body or under Limited Company of National/International repute (Comprehensive work for SUPPLY, INSTALLATION, TESTING & COMMISSIONING (SITC) OF CO2 BASED AHU DAMPER CONTROLLERS) during last 7 years ending 31.03.2019.

Note: The Bidder shall furnish relevant documentation supporting the above eligibility/ qualification criteria. In case of non-compliance to any of the eligibility criteria mentioned above on or before the last date, the Bidder shall be liable to be disqualified without any notice Bidders should avoid enclosing additional / irrelevant document with respect to their eligibility.

(Annexure I)

The steps involved in making the payment through **SB Collect towards Cost of Tender** are as under :-

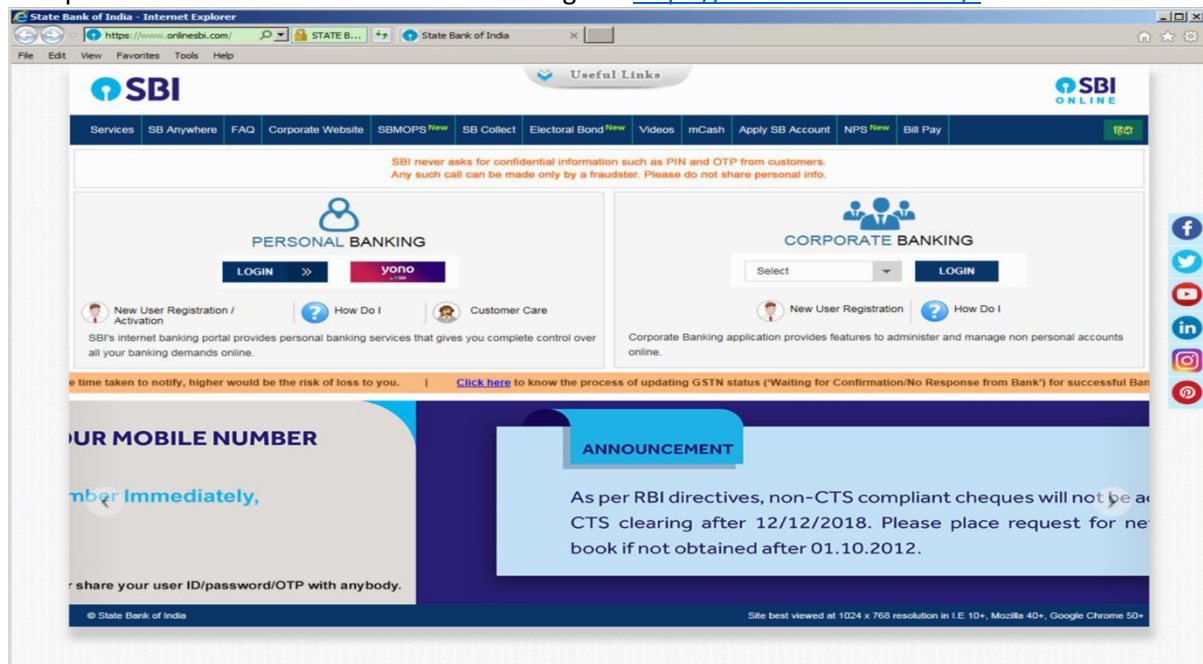
1. The Vendor needs to use SBI internet banking site <https://www.onlinesbi.com/>.
2. Select "**SB Collect**" from Top Menu, that will lead to the next page:
3. "**Proceed**" will lead to the next page:
4. Select "**All India**" in "State of Corporate / Institution" & Select "**Commercial Services**"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

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

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

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

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



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



“Proceed” will lead to the next page:

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

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

“Submit”

Select **"Tender Application Fee"** in "Payment Category" and enter the preloaded with characters in Uppercase only in place of Circle Codes. with few of the Preloaded Tender Details:

State Bank Collect - Internet Explorer

State Bank Collect - State Bank Mops

State Bank Collect - State Bank Collect

State Bank Collect 09-Jan-2019 (12:36 PM IST)

SBI
SBI Infra Management Solutions Pvt Ltd
Ground Floor, Raheja Chambers, Free Press Journal Marg, Nariman Point, , Mumbai-400021

Provide details of payment

Select Payment Category *

Tender ID *

Tender Name

Open Date

End Date

Amount in Rupees *

Vendor Email ID

Vendor GST No *

Vendor Mobile No *

Vendor Name *

Remarks

Please enter your Name, Date of Birth (For Personal Banking) / Incorporation (For Corporate Banking) & Mobile Number.
This is required to reprint your e-receipt / remittance (PAF) form, if the need arises.

Name *

Date Of Birth / Incorporation *

Mobile Number *

Enter the text as shown in the image *

* Mandatory fields are marked with an asterisk (*)
 * The payment structure document if available will contain detailed instructions about the online payment process.
 * Date specified (if any) should be in the format of 'ddmmyyyy'. Eg., 02062008

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"Tender ID" exactly as
we The next Page will be
ready

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

DRAFT ARTICLES OF AGREEMENT. (SAMPLE ONLY:- AS ENTERED WITH LIFT VENDOR)
(Site specific draft agreement shall be approved by the SBI prior to its execution)
 AGREEMENT FOR..... CONTRACT OFT STATE BABK OF
 INDIA AT GITC BELAPUR. BETWEEN STATE BANK OF INDIA, GLOBAL IT CENTRE, BELAPUR
 AND

.....
 This Agreement for Lift AMC services (hereinafter "the agreement") made on day of 2019 Between State Bank of India, a body Constituted under the State Bank of India Act, 1955 having its corporate office and central office at the State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai - 400021 and Global IT Centre at plot no. 8,9,10 Sector-11, CBD, Belapur, Navi Mumbai-400614 hereinafter to as "the Bank" which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in title and assigns of First Part.

And

Johnson Lifts Pvt. Ltd. Incorporated under the companies Act, 1956/2013 having its office at No.14, WICEL, Opp Seepz gate no.1, Central Road, Andheri (E), Mumbai – 400 093 and Head office at No.1, East Main Road, Anna Nagar, Western Extension, Chennai – 600 101 (hereinafter referred to as the "Vendor/Service Provider/Agency" which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and includes its legal heirs, representatives, successors and permitted assigns) of the Second PART.

WHEREAS the SBI INFRA MANAGEMENT SOLUTIONS PVT. LTD. (SBIIMS), (a wholly owned subsidiaries of State Bank of India) invited for providing service for the State Bank of India (party of the first part) at SBI GITC, Belapur, Navi Mumbai and the party of the second part was selected for and agreed to provide the Services for RENEWAL OF COMPREHENSIVE MAINTENANCE CONTRACT OF 8 LIFTS INSTALLED AT STATE BABK OF INDIA AT GITC BELAPUR.

NOW THEREFORE, in consideration of the mutual covenants, undertakings and conditions set forth below, and for other valid consideration the acceptability and sufficiency of which are hereby acknowledged, the Parties hereby agree to the following terms and conditions hereinafter contained:-

1. DEFINITIONS & INTERPRETATIONS:

1.1 Capitalized Terms:

The following capitalized terms, unless the context otherwise requires, shall have the meaning set forth below for all purposes of this agreement.

1.1.1 "Agreement" means this agreement including all its Annexure, Schedule, documents ref. Work order no. SN/2018-19/1073 date 01.12.2018 hereinafter referred as "Work Order" all amendments therein agreed by the Parties in writing.

1.1.2 "The Bank" means State Bank of India (including its domestic branches), its subsidiaries and joint ventures.

1.1.3 "Service" means services and maintenance to be provided as per the requirements specified in the agreement, annexures, documents and any other incidental services and other obligation of the service provider covered under the agreement.

1.1.4. "Project Cost" means the price payable to Service Provider over the entire period of Agreement (i.e. Rs. 40,27,537/- Plus GST (fourty lacs twenty seven thousands five hundreds and thirty seven only) for the full and proper performance of its contractual obligations.

1.2 Interpretations:

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

1.2.2 The singular includes the plurals and vice versa.

1.2.3 Reference to any gender includes each other gender.

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

1.2.5 The schedules, Annexures, work order and Appendices to this Agreement shall form part of this Agreement.

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

1.2.7 A reference to any statute, regulation, rule or other legislative provision includes any amendment to the statutory modification or re-enactment or, legislative provisions substitute for, and any statutory instrument issued under the statute, regulation, rule or other legislative provision.

1.2.8 Any agreement, notice, consent, approval, disclosure or communication under or pursuant to this Agreement is to be in writing.

1.2.9. The terms not defined in this agreement shall be given the same meaning as given to them in the work order No...SN/2018-19/1073 dated 01.12.2018 If no such meaning is given technical words shall be understood in technical sense in accordance with the industrial practices.

2. COMMENCEMENT & TERM:

2.1 The agreement shall be valid for the period from the date of commencement of work i.e for lift no. L-G 5705 to L-G5708 is 01.07.2018 To 31.10.2021 & for Lift no. L-G 5701 to L-G5704 is 01.11.2018 to 31.10.2021 subject to continuous satisfactory performance. In case of breach of contract or in the event of not fulfilling the minimum requirements/ statutory requirement/ satisfactory services etc., the Bank shall have the right at any time to terminate the contract by giving prior notice and making all the payments due, if any till such period the services were rendered by the Service Provider.

2.2 Unless terminated earlier in accordance with this Agreement, the Agreement shall come to an end on completion of the term specified in the Agreement or on expiration of the renewed term as the case may be. The Bank may consider renewal of the AMC contract tender provisions subjects to satisfactory performance. However, renewal of contract is the discretion of the BANK and cannot be claimed as right of the contractor.

2.3 AMC period shall be from 01.07.2018 To 31.10.2021 for Lift No. L-G5705 To L-G5708 & For Lift No. L-G5701 To L-G5704 is 01.11.2018 To 31.10.2021

3. SCOPE OF THE AMC SERVICES AND MANPOWER:

3.1 Scope of Service:

A) Preventive Maintenance Services

Lift shall be regularly, at least once in every month and systematically examined, adjusted and lubricate and if conditions warrant, the components rendered defective due to normal wear and tear will either be repaired or replaced without any extra charges except which are excluded in part B. Company shall ensure the proper working of lift controller and safety interlocks to prevent any type of malfunctioning of the lifts.

(i) Routine servicing/troubleshooting/ seating/ adjustment / cleaning/ lubrication/ checking of safeties etc. To ensure smooth and trouble free working of the lifts.

(ii) Repairs / replacement of the lifts including re-loading software etc. In the event of any breakdown including replacement of spares/ components/ sub-system/ sub-system/ cards/ motors/ ropes and any other component, part or whole, which may need replacement / repairs.

(iii) Import of spares and stocking them shall be responsibilities of the tenderer, non availability of spares/ components will not be accepted.

(iv) All manufacturers preventive maintenance schedules/ replacements/ periodicity of components like ropes, electrical/electronics parts including checking of safety devices, protections like rope slip, load testing etc, shall be strictly followed as per maintenance indicated above.

(v) The scope of maintenance in addition to periodic maintenance will also include attending to / any number of breakdown calls.

f) The major repair resulting in stoppage of the lift shall be rectified within 4 days, The following items will be considered as Major repair:

(a) Rewinding of Motor

(b) Replacement of rope.

(c) Replacement of bearing, gears etc. In gear box,

(d) Replacement of guide shoes for the car and counter weight.

(e) Replacement of trailing cables/ control wiring.

(f) VVVF controller replacement.

(g) Replacement of car and counter weight bearing.

B) EXCLUSIONS

Assume no responsibility for refinishing, repairing the following non-proprietary items of the lift of the lift equipment and we have not included for the same in this contract; Car enclosures, car flooring, hoist way enclosure, hoist way and car door, door and gate handles, door beading, door glasses, door frames, sills, push box covers in landings and car electric incoming mains, main switch, EPBX Telephone intercom, All kind of TFT/LED/LCD displays, access control systems, fan and light fittings, mirror, alarm bell and buzzer, emergency light, alarm device & batteries.

3.2 Service Provider shall strictly comply with all requirements of labour and such other statutory laws in relation to the services to be provided and the personnel engaged by it and he shall be solely responsible for all acts of the said personnel so enrolled/engaged and shall and will not be any privities of contract for any purpose and to any intent between the Bank and said personnel so engaged by the Service Provider. The bank shall not be liable / or answerable for any claims or demands which may be raised by the personnel so engaged by the Service Provider and it shall be the sole responsibility and liability of the Service Provider to answer all such claims or demands of the said personnel so engaged, under any law for the time being in force.

3.3 Service Provider shall be responsible for the good conduct and performance on the part of his personnel and the Service Provider shall and be deemed for all legal and contractual purposes, the employer of the said personnel engaged by it and such persons shall not have any claim for employment in the Bank in whatsoever and howsoever manner or in any connection therewith against the Bank now or at a future date. Service Provider will, at the request of the authorized officer of the Bank/establishment remove from the work any person engaged by him for the services who may be unsuitable or incompetent, or whose conduct is not trustworthy or who misbehaves and or not courteous with the employees of the Bank or its customers or third parties.

3.4 Service Provider shall be responsible for the training, allotment of duties, hours of work and timing to the engaged personnel for the purpose. Service Provider shall alone have the right to exercise control, give direction and manage the personnel engaged for the purpose.

3.5 Service Provider shall provide proper uniform to all personnel and ensure their cleanliness and upkeep. Separate uniforms need to be provided for different categories of staff viz, supervisors, skilled/unskilled and others etc.

3.6 Service Provider shall obtain adequate Insurance Policy in respect of the personnel engaged for the service, towards meeting the Liability of Compensation arising out of death, injury/disablement at work etc. and shall regularly and punctually pay each and every premium as and when the same shall become due during the currency of these presents. The bank shall not be liable for any claims / demands made by the personnel to be engaged by the Service Provider or for any injury or death of Service Provider's personnel takes place at the premises of the bank due to reasons directly attributable to the said personnel.

4. FEES, TAXES DUTIES AND PAYMENT:

4.1 The Bank shall pay to the Service Provider amounting to Rs. 40,27,537/- more particularly describe in Work Order for rendering the services. The Above said consideration amount as applicable is exclusive of GST or any other applicable taxes as may be levied by the Government in lieu of GST from time-to-time and the same shall be charged in addition to the Consideration Amount.

4.2 No price escalation, except Price Variation/ Escalation clause shall be entertained by THE BANK.

4.3 In addition to the Contract payments, the THE BANK shall pay separately for any additional services required by the THE BANK, which are not specified in the Price Schedule, the cost for which will again be mutually decided by the THE BANK and the Service Provider

4.4 All payments shall be made in Indian Currency by means of an Account Payee Cheques / RTGS/ NEFT only.

4.5 THE BANK shall be entitled to deduct in accordance with Applicable Law, Income Tax or withholding tax or other deductions (as the case may be), from any payments made to the Service Provider, and the amount so deducted shall be deemed to be a payment made to the Service Provider. THE BANK shall provide a certificate certifying the deduction so made.

4.6 No payment shall be made in advance nor any loan from any bank or financial institution be recommended on the basis of the order of award of work.

4.7 Service Provider shall ensure timely payment of wages/salary to the persons employed by him

4.8 The payment shall be made on quarterly basis at the end of each completed block of 3 months as per agreed annual contract rates for respective years.

4.9 Service Provider shall bear the stamp duty on the original of this agreement and in respect of all agreements that may be entered into with the Bank to give effect to this agreement, which shall be

executed in duplicate, and the BANK shall retain the original and Service Provider shall retain the duplicate.

5. AGENCY'S OBLIGATIONS:

5.1 Service Provider shall provide services to Lifts installed at THE BANK's commercial premises as per Schedule of Requirements by the Bank during the Contractual period and it shall always form part and parcel of the Contract. Service Provider shall abide by such assignments as provided by the Bank from time to time.

5.2 Service Provider shall provide services through its uniformed and trained personnel for the performance of its services hereunder and these personnel deployed shall be employees of the Service Provider and the BANK shall not in any manner be liable and all statutory liabilities (such as ESI & PF etc.) shall be paid by the Service Provider

5.3

5.4 Service Provider shall cover its personnel under insurance policy for personal accident and death whilst performing the duty and punctually pay each and every premium as and when the same shall become due during the currency of these presents and THE BANK shall own no liability and obligation in this regard.

5.5 Service Provider shall exercise adequate supervision to reasonably ensure proper performance of Services in accordance with Schedule of Requirements and ensure that the services rendered under this agreement are carried out to the satisfaction of the Bank.

5.6 Service Provider shall issue identity cards / identification documents to all its employees who will be instructed by the Service Provider to display the same.

5.7 The personnel of Service Provider shall not claim to be the employees of the BANK and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment / duty under this Contract from THE BANK. Service Provider shall make them known about this position in writing before deployment under this agreement.

5.8 Service Provider shall cover all its personnel under the relevant laws of EPF, Labour, ESIC etc. as per their eligibility criteria and shall furnish proof thereof.

5.9 Adequate supervision shall be provided to ensure correct performance of the services in accordance with the prevailing requirements agreed upon between the parties.

5.10 All necessary reports and other information shall be supplied immediately as and when required and regular meetings will be held with the BANK.

5.11 Service Provider shall not employ any person below the age of 18 years.

5.12 Service Provider will be solely responsible for the employment of persons and payment of salaries, allowances and other benefits to his employees and THE BANK shall in no way responsible for the same. Service Provider should not wait for the BANK's payment to pay to his employees.

5.13 In case any personnel of the Service Provider suffers injury / damage or meets with an accident during the discharge of duties, the entire cost of compensation should be borne by Service Provider and THE BANK shall stand indemnified against any such claim for compensation.

5.14 Ensure proper substitute arrangement is made against absenteeism.

5.16 In case the Manpower provided by Service Provider are found at fault, Service Provider should visit the site immediately to take control of the situation.

5.17 THE BANK shall not be responsible fully or partly to any labour or other dispute that may arise between the Service Provider and their staff.

6. AGENCY'S LIABILITY

6.1 Service Provider shall completely indemnify and hold harmless the BANK and its employees against any liability, claims, losses or damages sustained by it or them by reason of any breach of contract, wrongful act or negligence by Service Provider or any of its employees engaged in the provision of the manpower services to the BANK.

6.2 Service Provider shall not be liable in any way whatsoever and the BANK hereby expressly waives any right to, any loss, injury, damage, cost or expense of whatsoever nature directly or indirectly: Caused by, resulting from or in connection with any Act of Terrorism or any Biological or Chemical Contamination or any Nuclear Risks

6.4 Service Provider shall not Sub-Contract or Sub-let, transfer or assign the contract or any other part thereof without the prior permission of THE BANK. In the event of contravening this condition, THE BANK shall be entitled to place the contract elsewhere at Service Provider's risk and cost and Service Provider shall be liable for any loss or damage, which the BANK may sustain in consequence or arising out of such replacing of the contract.

6.5 Service Provider undertakes, accepts and admits absolute and complete responsibility for the service conditions, claim, damages and other compensations of the personnel enrolled by Service Provider and will be liable for and unequivocally assume responsibility for due compliance with all the requirements of all statutory obligation, duties and liabilities (including insurance) and to pay all such claims, costs, damages, expenses, fines, penalties and compensation which may arise out of any claim, suit or prosecution for contravention thereof. Service Provider shall indemnify and keep the Bank indemnified from and against all such claims, demands, costs, charges, fines or penalties and compensations etc. if any as aforesaid.

6.6 Ensure that no employees of Service Provider will enter or remain on the Bank's premises beyond the specified time limits unless and absolutely necessary for fulfilling Service Provider Obligations.

7. INSURANCE:

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

8. TERMINATION:

8.1 The Bank may, without prejudice to any other remedy for breach of Agreement, by written notice of not less than 30 (thirty) days, terminate the Agreement in whole or in part:

(i) If Service Provider fails to deliver any or all the obligations within the time period specified in the Agreement, or any extension thereof granted by the Bank;

(ii) If Service Provider fails to perform any other obligation(s) under the Agreement;

(iii) Violations of any terms and conditions stipulated in the Tender Documents or Work Order;

(iv) On happening of any termination event mentioned herein above in this Agreement.

Prior to providing a written notice of termination to Service Provider under clause 8.1 (i) to 8.1 (iii), the Bank shall provide Service Provider with a written notice of 30 (thirty) days to cure such breach of the Agreement. If the breach continues or remains unrectified after expiry of cure period, the Bank shall have right to initiate action in accordance with above clause.

8.2. The Bank, by written notice of not less than 90 (ninety) days, may terminate the Agreement, in whole or in part, for its convenience. In the event of termination of the Agreement for the Bank's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.

8.3. The Bank shall have a right to terminate the Agreement immediately by giving a notice in writing to Service Provider in the following eventualities:

(i) If any Receiver/Liquidator is appointed in connection with the business of Service Provider or Service Provider transfers substantial assets in favour of its creditors or any orders / directions are issued by any Authority / Regulator which has the effect of suspension of the business of Service Provider.

(ii) If Service Provider applies to the Court or passes a resolution for voluntary winding up of or any other creditor / person files a petition for winding up or dissolution of Service Provider.

(iii) If any acts of commission or omission on the part of Service Provider or its agents, employees, sub-contractors or representatives, in the reasonable opinion of the Bank tantamount to fraud or prejudicial to the interest of the Bank or its employees.

(iv) Any document, information, data or statement submitted by Service Provider in response to Tender Documents, based on which Service Provider was considered eligible or successful, is found to be false, incorrect or misleading.

8.4 In the event of the termination of the Agreement Service Provider shall be liable and responsible to return to the Bank all records, documents, data and information including Confidential Information pertains to or relating to the Bank in its possession.

8.5 In the event of termination of the Agreement for material breach, the Bank shall have the right to report such incident in accordance with the mandatory reporting obligations under the applicable law or regulations.

8.6 If during the currency of the Contract, any Statute, rules/govt. notification prohibits employment of the Contract Labour for the services envisaged under this agreement or otherwise, the contract shall come to an end forthwith and no compensation shall be payable to Service Provider or its workmen/employees from the date of such prohibition.

10. FORCE MAJEURE - OBLIGATIONS OF THE PARTIES:

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

10.2 For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major, acts of Government in their sovereign capacity, impeding reasonable performance of Service Provider and / or sub-contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.

10.3 If Force Majeure situation arises, the non-performing Party shall promptly notify to the other Party in writing of such conditions and the cause(s) thereof. Unless otherwise agreed in writing, the non-performing Party shall continue to perform its obligations under the Agreement as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

10.4 If the Force Majeure situation continues beyond 30 (thirty) days, either Party shall have the right to terminate the Agreement by giving a notice to the other Party. Neither Party shall have any penal liability to the other in respect of the termination of this Agreement as a result of an event of Force Majeure. However, Service Provider shall be entitled to receive payments for all services actually rendered up to the date of the termination of this Agreement.

11. LABOUR LAW COMPLIANCES:

11.1 The engagement and employment of labours and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of Service Provider and any breach of such laws or regulations shall be deemed to be breach of this contract. Service Provider should possess, for the entire duration of these presents all licenses and registration as may be required under law and shall be responsible to register itself and obtain a valid license under the Contract Labour (Regulation and Abolition) Act, 1970 and rules there under. Service Provider shall comply with all rules and regulations in force under the said Act and Rules.

11.2 Service Provider shall abide by all labour laws, laws related to EPF Organization, ESI Corporation, Workmen Compensation Act. Service Provider shall abide including but not limited to, matters relating to timely payment of wages and allowances, payment of minimum wages, payment of overtime, grant of leave, payment of workmen's compensation, working hours, safety, maternity benefits, holidays, framing of standing orders, disciplinary action against employees, payment of provident fund contributions, payment of gratuities and payment of bonuses.

11.3 Service Provider shall be liable solely for any legal dispute / case/ claims that arises or may arise during currency of the contract due to non-compliances of labour or other related laws.

11.4 Service Provider shall be solely responsible for compliance of all the laws rules/regulations and Govt. instructions that are/will be applicable to and aimed to protect the interest of the employees/worker engaged by it and shall ensure payment of all the statutory dues/liabilities as may have arisen during the past 'or' may arise during the course of performance of contract.

11.5 Service Provider shall submit periodical returns as may be specified from time to time under the statutes applicable for the services rendered under this Contract.

11.6 Service Provider shall comply with the provisions of State/Central Government rules and regulations under minimum wages Act. 1948, Contract labour (regulation and abolition) Act. - 1970, Employee Liability Act.- 1938, Workmen's Compensation Act.-1923, Industrial Disputes Act.- 1947, Employees State Insurance Act.- 1948 or Any modifications thereof or any other laws relating thereto and rules made there under from time to time.

11.7 Service Provider shall discharge obligations as provided under various applicable statutory enactment including EPF and Miscellaneous Provisions Act. - 1952, ESI Act. - 1948, The Employees State Insurance (ESI) Act. - 1948, The Contract Labour (R&A) Act.- 1970, The Minimum Wages Act.- 1948, The Payment of wages Act.- 1936 and Others relevant Act., Rules and Regulations instructions etc. issued/ enforced from time to time.

11.8 The workforce deployed for this job contract shall be the regular employee of Service Provider shall be responsible for the recruitment, training and retrenchment of the employee of their establishment and for settlement of dispute arising out of the terms and conditions of services of the personnel.

11.9 On commencement of the contract, Service Provider shall continue to have valid ESI, PF Code Number till conclusion of the contract. THE BANK/SBI/IMS reserve the rights to withhold any payment, if ESI & PF contributions are not paid by the Service Provider and proof to that effect have not been

produced regularly by Service Provider to THE BANK/ as per their requirement. Non-production of PF & ESI challans of monthly bill subscription before its due date but not later than 21st of every month by Service Provider shall be liable for action against Service Provider and also suitable penalty will be levied by the officer in charge as deemed fit.

12. ADDITIONAL CONDITIONS:

12.1 Resolution of dispute:

All disputes or differences whatsoever arising between the parties out of or in connection with this Agreement (including dispute concerning interpretation) or in discharge of any obligation arising out of the Agreement (whether during the progress of work or after completion of such work and whether before or after the termination of this Agreement, abandonment or breach of this Agreement), shall be settled amicably.

12.2 Arbitration:

12.2.1. If the parties are not able to solve them amicably within 30 (thirty) days after dispute occurs as evidenced through the first written communication from any party notifying the other regarding the disputes, either party (the Bank or Service Provider) shall give written notice to other party clearly setting out there in, specific dispute(s) and/or difference(s), and shall be referred to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the parties.

12.2.2. In the absence of consensus about the single arbitrator, the dispute may be referred to an arbitration panel; one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. The arbitration shall be settled in accordance with the applicable Indian Laws and the arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996.

12.2.3. Service Provider shall continue work under the Agreement during the arbitration proceedings, unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.

12.2.4. Arbitration proceeding shall be held at Mumbai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

12.3 Governing Language:

English language version of the contract shall govern its interpretation.

12.4 Applicable Laws And Jurisdiction:

This Agreement shall be governed by laws in force in India. Subject to the arbitration clause above, all disputes arising out of or in relation to this Agreement, shall be subject to the exclusive jurisdiction of the courts at Mumbai only.

12.5 GENERAL INDEMNITY:

:

12.5.1. Service Provider agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages,, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur on account of (i) Services Provider's breach of its warranties, covenants, responsibilities or obligations; or (ii) breach of confidentiality obligations mentioned in this Agreement; or (iii) any willful misconduct and gross negligent acts on the part of employees, agents, representatives or sub-contractors (if allowed) of Service Provider. Service Provider agrees to make good the loss suffered by the Bank.

14. GENERAL TERMS AND CONDITION:

14.1 Nothing contained in these presents is intended nor shall be constructed to be a grant, demise or assignment in law of the premises or the articles/equipment's or any part thereof by the Bank to Service Provider and/or its personnel and they shall vacate and handover the same in good working condition and order upon termination of these presents either by efflux of time or otherwise.

14.2 Service Provider shall not assign or sublet the benefits of this contract to any person or entity and in the event of any violation or breach thereof, the Bank may its discretion but without prejudice to its other rights and remedies terminate this contract.

14.3 Service Provider shall be responsible for any loss due to theft/pilferage and /or damage to the Bank's property when such damage is proved to be caused due to negligence, carelessness or any fault on the part of Service Provider or its Workmen/employees engaged for the service and quantum of loss arrived at by the authorized representative of the Bank/SBIIMS is final and binding on Service Provider and such losses shall be recovered by the Bank/SBIIMS from the charges payable to the Service Provider under clause 2 and otherwise also such losses shall be recoverable by the Bank/SBIIMS. Service provider shall ensure that all persons, employees, workers and other individuals engaged by or sub-contracted (if allowed) by Service Provider in rendering the Services under this

Agreement have undergone proper background check, police verification and other necessary due diligence checks to examine their antecedence and ensure their suitability for such engagement. No person shall be engaged by Service provider unless such person is found to be suitable in such verification and Service Provider shall retain the records of such verification and shall produce the same to the Bank as and when requested.

14.4 Each Party agrees that any delay or omission on the part of the other Party to exercise any right, power or remedy under this Agreement will not automatically operate as a waiver of such right, power or remedy or any other right, power or remedy and no waiver will be effective unless it is in writing and signed by the waiving Party. Further the waiver or the single or partial exercise of any right, power or remedy by either Party hereunder on one occasion will not be construed as a bar to a waiver of any successive or other right, power or remedy on any other occasion.

14.5 This Agreement may not be modified or amended except in writing signed by duly authorized representatives of each party with express mention thereto of this Agreement.

14.6 The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral part of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

(v) This Agreement;

(vi) Annexure of Agreement;

(vii) Work Order No. _____ dated _____; and

(viii) Tender Document No. dated

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

14.8 Each of the undersigned hereby represents to the other that she/ he is authorized to enter into this Agreement and bind the respective parties to this Agreement

14.9 For redressal of complaints of sexual harassment at workplace, Parties agree to comply with the policy framed by the Bank (including any amendment thereto) in pursuant to the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 including any amendment thereto.

15. CONFIDENTIALITY:

15.1 Service provider shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipment's etc., which may come to the possession or knowledge of Service provider during the course of discharging the contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. Service provider shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. Service provider shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Bank. Service provider shall indemnify the Bank for any loss suffered by the Bank as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of Service provider and the Bank shall be entitled to claim damages and pursue legal remedies.

15.2 THE COMPANY shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. THE COMPANY obligations with respect to non-disclosure and confidentiality will survive till the expiry or termination of this agreement for whatever reason and even after expiry or termination of the agreement.

IN WITNESS WHEREOF, the parties executed this agreement on this -----day of-----,

SIGNED, SEALED AND DELIVERED

For State Bank of India For Johnson Lifts Pvt. Ltd

Asst General Manager (Estate) Authorized Signature

Witness Witness

1. 1.

2. 2.

INSTRUCTIONS TO THE TENDERERS

1.0 Scope of Work

Supply, Installation, Testing & Commissioning of TENDER FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING (SITC) OF CO2 BASED AHU DAMPER CONTROLLERS AT GITC,BELAPUR.

1.1 Site and Its Location

The proposed work is to be carried out at TENDER FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING (SITC) OF CO2 BASED AHU DAMPER CONTROLLERS AT GITC,BELAPUR.

2.0 Tender Documents

The work has to be carried out strictly according to the specifications and conditions stipulated in tender consisting the following documents and the most workman like manner,

2.1 (a) Instructions to tenderers

2.1 (b) General Conditions of Contract

2.1 (c) Special Conditions of Contract

2.1 (d) Technical Specifications

2.1 (f) Priced Bid

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

- a. Price Bid
- b. Technical Specifications
- c. General Conditions of Contract
- d. Instructions to Tenderers

2.3 Complete set of tender documents including relative drawings can be downloaded from www.sbi.co.in (link) <Procurement News> **It shall be responsibility of the Contractor to arrange and ensure that all pages of Technical & Financial Bid are bounded separately. Tenders in loose pages may be disqualified.**

3.0 SITE VISIT

3.1 The tenderer must obtain himself on his own responsibility and his own expenses all information and data which may be required for the purpose of filling this tender document and enter into a contract for the satisfactory performance of the work. The Tenderer is requested satisfy himself regarding the availability of water, power, transport and communication facilities, the character, quality and quantity of the materials, labour, the law and order situation, climatic conditions local authorities requirement, traffic regulations etc; The tenderer will be fully responsible for considering the financial effect of any or all the factors while submitting his tender.

4.0 EARNEST MONEY

4.1 The tenderers are requested to submit the Earnest Money of **Rs. 9,000/- (Rupees Nine Thousand only)** in the form of Demand Draft or Banker's Cheque in favour of SBIIMS Pvt. Ltd. drawn on any Scheduled Bank in India.

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

4.3 No interest will be paid on the EMD.

Signature of Contractor with Seal

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

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

5.0 INITIAL SECURITY DEPOSIT.

The successful tenderer will have to submit a sum equivalent to 2% of accepted tender value less EMD by means of D/D drawn in favour of SBIIMS within a period of 15 days from the date of receipt of confirmation regarding acceptance of tender.

6.0 SECURITY DEPOSIT

6.1 Total security deposit shall be 5% of the final value of the work. Out of this 2% of tender value (i.e. tender amount) is in the form of initial security deposit (ISD) which includes the EMD. Balance security deposit (i.e. 5% of final value of work less 2% of tender value already deposited as ISD) towards the work shall be deducted from the final bill of the work as Retention money. 5% of the retention money shall be paid after the defects liability period of 1 Year as specified in the contract. 50% of the total security i.e. 2.5% of the final value of work shall be paid to the contractors on the basis of Project Engineer-in-charge certify the virtual completion and its approval by SBIIMS Pvt. Ltd. The balance 50% i.e. 2.5% of final value of work would be returned to the contractors after the defects liability period as specified in the contract. The retention money will be interest free.

6.2 ADDITIONAL SECURITY DEPOSIT

In case L-1 bidder quotes abnormally low rates (i.e. 10% or more, below estimated project cost), the bank may ask such bidder to deposit additional security deposit (ASD) equivalent to difference of estimated cost vis-à-vis L-1 quoted amount for due fulfilment of contract. Such ASD could be in the form of FDR / Bank's guarantee in the

Bank's name as per format approved by the Bank. On successful completion of work ASD will returned to the contractor. In case contractor fails to complete the work in time or as per tender specification or leave the job incomplete, the bank will be at liberty to recover the dues from ASD or to forfeit such ASD as the case may be within its sole discretion.

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

7.0 SIGNING OF CONTRACT DOCUMENTS

The successful tenderer shall be bound to implement the contract with SBIIMS by signing an agreement and conditions of contract attached herewith within **15 days** from the receipt of intimation of acceptance of his tender by the SBIIMS. However, the written acceptance of the tender by the SBIIMS will constitute a binding agreement between the SBIIMS and successful tenderer whether such formal agreement is subsequently entered into or not.

8.0 COMPLETION PERIOD: Time is the essence of the contract; the work should be completed in all respect and in accordance with the terms of contract within a period of 30 days from the date of commencement of work.

9.0 VALIDITY OF TENDER : **3 Months**

Tenders shall remain valid and open for acceptance for a period of 3 (Three) months from the date of opening price bid. If the tenderer withdraws his/her offer during the validity period or makes modifications in his/her original offer which are not acceptable to the SBIIMS without prejudice to any other right or remedy the SBIIMS shall be at liberty to forfeit the EMD.

10.0 LIQUIDATED DAMAGES

The liquidated damages shall be 0.5% per week subject to a maximum of 5% of the actual value of work.

11.0 RATES AND PRICES

11.1 In case of item rate tender

11.1.1 The tenderers shall quote their rates for individual items both in words and figures in case of discrepancy between the rates quoted in words and figures the unit rate quoted in words will prevail. If no rate is quoted for a particular item the contractor shall not be paid for that item when it is executed.

The amount of each item shall be calculated and the requisite total is given. In case of discrepancy between the unit rate and the total amount calculated from multiplication of unit rate and the quantity the unit rate quoted will govern and the amount will be corrected.

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

11.1.3 The tenderers should not change the units as specified in the tender. If any unit is changed the tenders would be evaluated as per the original unit and the contractor would be paid accordingly.

The tenderer should not change or modify or delete the description of the item. If any discrepancy is observed he should immediately bring to the knowledge of the SBIIMS/Architect/ Bank.

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

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

11.1.6 The rate quoted shall be firm and shall include all costs, allowances, etc.

GENERAL CONDITIONS OF CONTRACT

1.0 Definitions

“Contract” means the documents forming the tender and the acceptance thereof and the formal agreement executed between SBIIMS and the contractor, together with the documents referred therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Architects/SBIIMSI and all these, documents taken together shall be deemed to form one contract and shall be, complementary to one another.

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

1.1.1 **‘SBI’** shall mean State Bank of India (client) a body Corporate created under SBI Act 1955, having its Corporate Centre at State Bank Bhavan, Madame Cama Road, Mumbai 400 021 and **SBI Infra Management Solutions Pvt. Ltd.** (SBIIMS), its wholly owned subsidiary having Head Office at Raheja Chambers, Free press Journal Marg, Nariman Point Mumbai 21 and includes the client’s representatives, successors and assigns.

1.1.2 **‘Architects/Consultants’** : Deleted

1.1.3 **‘Site Engineer’** shall mean an Engineer appointed by the Bank as their representative to give instructions to the contractors.

1.1.4 **‘The Contractor’** shall mean the individual or firm or company whether incorporated or not, undertaking the works and shall include legal personal representative of such individual or the composing the firm or company and the permitted assignees of such individual or firms of company.

1.1.5 The expression **‘works’** or **‘work’** shall mean the permanent or temporary work described in the **‘Scope of Work’** and/or to be executed in accordance with the contract and includes materials,

apparatus, equipment, temporary supports, fittings and things of all kinds to be provided, the obligations of the contractor hereunder and work to be done by the contractor under the contract.

1.1.6 **‘Engineer’** shall mean the representative of the Bank / SBIIMS

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

1.1.8 **‘Specifications’** shall mean the specifications referred to in the tender and any modifications thereof as may time to time be furnished or approved by the Bank / SBIIMS “Month” means calendar month.

1.1.9 **“Week”** means seven consecutive days.

1.1.10 **“Day”** means a calendar day beginning and ending at 00 Hrs and 24 hrs respectively.

CLAUSES:

1.0 TOTAL SECURITY DEPOSIT

Total security deposit shall be 5% of the final value of the work and comprise of:

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

a) Earnest Money Deposit:

The tenderer shall furnish EMD of **Rs.9,000/- (Rupees Nine Thousand only)** in the form of Demand draft or bankers cheque drawn in favour of SBIIMS PVT. LTD., on any Scheduled Bank. No tender shall be considered unless the EMD is so deposited in the required form. No interest shall be paid on this EMD. The EMD of the unsuccessful tenderer shall be refunded within 30 days after the decision to award the contract is taken without interest. The EMD shall stand absolutely forfeited if the tenderer revokes his tender at any time during the period when he is required to keep his tender open for acceptance by the SBI or after it is accepted by the SBI the contractor fails to enter into a formal agreement or fails to pay the initial security deposit as stipulated or fails to commence the work within the stipulated time.

b) Initial Security Deposit (ISD)

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

ADDITIONAL SECURITY DEPOSIT / PERFORMANCE GUARANTEE

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

dues from ASD or to forfeit such ASD as the case may be within its sole discretion. No interest shall be paid to the amount retained by the Bank as Security Deposit.

c) **Retention Money: -**

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

2.0 Language Errors, Omissions and Discrepancies

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

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

3.0 Scope of Work

The contractor shall carry out, complete and maintain the said work in every respect strictly in accordance with this contract and with the directions of and to the satisfaction of the SBIIMS. The SBIIMS at the directions of the Bank from time to time issue further drawings and/or written instructions, details directions and explanations which are hereafter collectively referred to as SBIIMS's instructions in regard to the variation or modification of the design, quality or quantity of work or the addition or omission or substitution of any work, any discrepancy in the drawings or between the BOQ and/or drawings and/or specifications, the removal from the site of any material brought thereon by the contractor and the substitution of any other materials thereof, the demolition, removal and /or re-execution of any work executed by him, the dismissal from the work of any person employed/engaged thereupon.

4.0 (i) Letter of Acceptance

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

ii) Contract Agreement

On receipt of intimation of the acceptance of tender from the SBIIMS the successful tenderer shall be bound to implement the contract and within fifteen days thereof, he shall sign an agreement in a non-judicial stamp paper of appropriate value(as per the Article of Agreement format earlier given in this document) with SBI.

5.0 Ownership of drawings

All drawings, specifications and copies thereof furnished by the SBIIMS are the properties of the SBIIMS. They are not to be used on other work.

6.0 Detailed drawings and instructions

The SBIIMS shall furnish with reasonable promptness additional instructions by means of drawings or otherwise necessary for the proper execution of the work. All such drawings and instructions shall be consistent with the contract documents, true developments thereof and reasonably inferable there from.

The work shall be executed in conformity therewith and the contractor shall prepare a detailed programme schedule (i.e. BAR/PERT Chart) indicating therein the date of start and completion of various activities on receipt of the work order and submit the same to the SBIIMS through the Architect/Consultant.

7.0 Copies of Agreement

Out of Six copies, two copies of agreement/tender document duly signed by both the parties with the drawings shall be handed over to the contractors, two copies to SBI and one copy shall be for the use of SBIIMS.

8.0 Liquidated Damages

If the contractor fails to maintain the required progress in terms of clause 29 of GCC or to complete the work and clear the site including vacating their office on or before the contracted or extended date or completion without justification in support of the cause of delay, he may be called upon without prejudice to any other right of remedy available under the law to the SBI on account of such breach to pay a liquidated damages at the rate of 0.5% of the final value of work per week subject to a maximum of 5% of the final value of work.

9.0 Materials, Appliances and Employees

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

10.0 Permits, Laws and Regulations

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

11.0 Setting out Work

The contractor shall set out the work and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions, and alignment of all parts

thereof and get it approved by the architect/consultant before proceeding with the work. If at any time any error in this respect shall appear during the progress of the works, irrespective of the fact that the layout had been approved by the architect/consultant the contractor shall be responsible for the same and shall at his own expenses rectify such error, if so, required to satisfaction of the SBIIMS.

12.0 Protection of works and property

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

He shall take adequate care and steps for protection of the adjacent properties. The contractor shall take all precautions for safety and protection of his employees on the works and shall comply with all applicable provisions of Government and local bodies' safety laws and relevant building codes to prevent accidents, or injuries to persons or property of about or adjacent to his place of work. The contractor shall take insurance covers as per clause 25.0 at his own cost. The policy may be taken in joint names of the contractors and the SBIIMS and the original policy may be lodged with the SBIIMS.

13.0 Inspection of Work

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

14.0 Assignment and subletting

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

15.0 Quality of Materials, Workmanship & Test

All materials and workmanship shall be best of the respective kinds described in the contract and in accordance with SBIIMS's instructions and shall be subject from time to time to such tests as the SBIIMS may direct at the place of manufacture or fabrication or on the site or an approved testing laboratory.

The contractor shall provide such assistance, instruments, machinery, labour and materials.

Contractor to made arrangement of laboratory on site, where weight of various materials like aluminium extrusions etc. can be done, Contractor should also make available a 3.00 meters, 15.00 meters & a 50.00 meters tape, a Vernier Calliper & Micrometer so any measurements/ tests can be taken on sites itself.

(i)Samples

All samples of adequate numbers, size, shades & pattern as per specifications shall be supplied by the contractor without any extra charges. If certain items proposed to be used are of such nature that samples cannot be presented or prepared at the site detailed literature/test certificate of the same shall be provided to the satisfaction of the SBIIMS/Architect. Before submitting the

sample/literature the contractor shall satisfy himself that the material/equipment for which he is submitting the samples/literature meet with the requirement of tender specification. Only when the samples are approved in writing by the SBIIMS /Architect the contractor shall proceed with the procurement and installation of the particular material/equipment.

The approved samples shall be signed by the SBIIMS. /Architect for identification and shall be kept on record at site office until the completion of the work for inspection/comparison at any time. The SBIIMS/Architect shall take reasonable time to approve the sample. Any delay that might occur in approving the samples for reasons of its not meeting the specifications or other discrepancies inadequacy in furnishing samples of best qualities from various manufacturers and such other aspects causing delay on the approval of the materials/equipment etc. shall be to the account of the contractor.

(ii) Cost of tests

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

(iii) Cost of test not provided for

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

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

16.0 Obtaining Information related to execution of work

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

17.0 Contractor's superintendence

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

18.0 Quantities

- i) The bill of quantities (BOQ) unless or otherwise stated shall be deemed to have been prepared in accordance with the Indian Standard Method of Measurements

The rate quoted shall remain valid for variation of quantity against individual item to any extent subject to maximum variation of the contract value by 25%. The entire amount paid under Clause 20 hereof as well as amounts of prime cost and provisional sums, if any, shall be excluded.

- ii) Variation exceeding 25%: The items of work executed in relation to variation exceeding 25% shall be paid on the basis of provisions of clause 21(e) hereof.

19.0 Works to be measured

The SBIIMS /SBI may from time to time intimate to the contractor that he required the work to be measured and the contractor shall forthwith attend or send a qualified representative to assist the SBIIMS/SBI in taking such measurements and calculation and to furnish all particulars or to give all assistance required by any of them. Such measurements shall be taken in accordance with the Mode of measurements detailed in the specifications. The representative of the SBIIMS/SBI shall take joint measurements with the contractor's representative and the measurements shall be entered in the measurement book.

The contractor or his authorized representative shall sign all the pages of the measurement book in which the measurements have been recorded in token of his acceptance. All the corrections shall be duly attested by both representatives. No over writings shall be made in the measurement book. Should the contractor not attend or neglect or omit to depute his representative to take measurements then the measurements recorded by the representative of the SBIIMS / SBI shall be final. All authorized extra work, omissions and all variations made shall be included in such measurements.

20.0 Variations:

No alteration, omission or variation ordered in writing by the SBIIMS /SBI shall vitiate the contract.

In case the SBIIMS /SBI thinks proper at any time during the progress of works to make any alteration in, or additions to or omission from the works or any alteration in the kind or quality of the materials to be used therein, the Architect/Consultant shall give notice thereof in writing to the contractor or shall confirm in writing within seven days of giving such oral instructions the contractor shall alter to, add to, or omit from as the case may be in accordance with such notice but the contractor shall not do any work extra to or make any alteration or additions to or omissions from the works or any deviation from any of the provisions of the contract, stipulations, specifications or contract drawings without previous consent in writing of the Architect/Consultant and the value of such extras, alterations, additions or omissions shall in all cases be determined by the Architect/Consultant and the same shall be added to or deducted from the contract value, as the case may be.

21.0 Valuation of Variations

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

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

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

22.0 Final Measurement

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

completion of the work. **23.0 Virtual Completion Certificate (VCC).** On successful completion of entire works

covered by the contract to the full satisfaction of the SBIIMS/SBI, the contractor shall ensure that the following

works have been completed to the satisfaction of the SBIIMS /SBI

- a) Clear the site of all scaffolding, wiring, pipes, surplus materials, contractor's labour, equipment and machinery.
- b) Demolish, dismantle and remove the contractor's site office, temporary works, structures including labour sheds/camps and constructions and other items and things whatsoever brought upon or erected at the site or any land allotted to the contractor by the 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 SBIIMS /SBI in undisputed custody and possession of the site and all land allotted by the SBI.
- e) Shall hand over the work in a peaceful manner to the SBIIMS /SBI.
- f) All defects/imperfections have been attended and rectified as pointed out by the SBIIMS /SBI to the full satisfaction of SBIIMS /SBI. Upon the satisfactory fulfilment by the contractor as stated above, the contractor shall be entitled to apply to the Architect/Consultant for the certificate. If the SBIIMS/Architect/Consultant is satisfied of the completion of the work, relative to which the completion certificate has been sought, the SBIIMS/Architect/Consultant shall within fourteen (14) days of the receipt of the application for virtual completion certificate, issue a VCC in respect of the work for which the VCC has been applied. This issuance of a VCC shall be without prejudice to the SBIIMS /SBI's rights and contractor's liabilities under the contract including the contractor's liability for defects liability period nor shall the issuance of VCC in respect of the works or work at any site be construed as a waiver of any right or claim of the SBIIMS against the contractor in respect of works or work at the site and in respect of which the VCC has been issued.

24.0 Work by other agencies

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

25.0 Insurance of Works

25.1 Without limiting his obligations and responsibilities under the contract the contractor shall ensure in the joint names of the SBIIMS and the contractor against all loss or damages from whatever cause arising other than the excepted risks, for which he is responsible under the terms of contract and in such a manner that the SBIIMS and contractor are covered for the period stipulated in clause 27 & 28 of GCC and are also covered during the period of maintenance for loss or damage arising from a cause, occurring prior to the commencement of the period of maintenance and for any

loss or damage occasioned by the contractor in the course of any operations carried out by him for the purpose of complying with his obligations under clause.

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

25.2 Damage to persons and property

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

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

25.3 Contractor to indemnify SBIIMS /SBI

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

25.4 Contractor's superintendence

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

25.5 Third Party Insurance

25.5.1 Before commencing the execution of the work the contractor but without limiting his obligations and responsibilities under clause 25 of GCC shall insure against his liability for any material or physical damage, loss, or injury which may occur to any property including that of SBI, or to any person, including any employee of the SBIIMS/SBI, by or arising out of the execution of the

works or in the carrying out of the contract, otherwise than due to the matters referred to in the provision to clause 25 thereof.

25.5.2 Minimum Amount of Third Party Insurance

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

25.6 The minimum insurance cover for physical property, injury, and death is Rs.5.0 lacs per occurrence with the number of occurrences limited to four. After each occurrence contractor will pay additional premium necessary to make insurance valid for four occurrences always.

25.7 Accident or Injury to Workmen

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

25.7.2 Insurance against accidents etc to workmen

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

25.7.3 Remedy on Contractor's failure to insure

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

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

26.0 Commencement of Works

The date of commencement of the work will be reckoned as the recorded date of handing over site by the SBIIMS/SBI or **7 days** from the date of receipt of Letter of Acceptance from SBIIMS, whichever is later.

27.0 Time for completion

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

28.0 Extension of Time

If, in the opinion of the SBIIMS, the work be delayed for reasons beyond the control of the contractor, the SBIIMS may submit a recommendation to the SBIIMS to grant a fair and reasonable extension of time for completion of work as per the terms of contract. If the contractor needs an extension of time for the completion of work or if the completion of work is likely to be delayed for any reasons beyond the due date of completion as stipulated in the contract, the contractor shall apply to the SBIIMS through the Architect/Consultant in writing at least 15 days before the expiry of the scheduled time and while applying for extension of time he shall furnish the reasons in detail and his justification if any, for the delays. The architect/consultant shall submit their recommendations to the SBIIMS in the prescribed format for granting extension of time. While granting extension of time the contractor shall be informed the period extended time which will qualify for levy of liquidated damages. For the balance period in excess of original stipulated period and duly sanctioned extension of time by the SBIIMS the provision of liquidated damages as stated under clause 8 of GCC shall become applicable. Further contract shall remain in force even for the period beyond the due date of completion irrespective whether the extension is granted or not.

29.0 Rate of progress

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

30.0 Work during nights and holidays

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

All work at night after obtaining approval from competent authorities shall be carried out without unreasonable noise and disturbance so as to avoid disputes with the neighbours.

31.0 No compensation for restrictions of work

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

Signature of Contractor with Seal

on the cartage only of materials actually and bona fide brought to the site of the work by the contractor and rendered surplus as a result of the abandonment, curtailment of the work or any portion thereof and then taken back by the contractor, provided however that the SBIIMS /SBI/Architect shall have in such cases the option of taking over all or any such materials at their purchase price or a local current rate whichever is less. In case of such stores having been issued from SBIIMS /SBI stores and returned by the contractor to stores, credit shall be given to him at the rates not exceeding those at which were originally issued to the contractor after taking into consideration and deduction for claims on account of any deterioration or damage while in the custody of the contractor and in this respect the decision of SBIIMS /SBI/Architect shall be final.

32.0 Suspension of work

- i) The contractor shall, on receipt of the order in writing of the SBIIMS/SBI (whose decision shall be final and binding on the contractor) suspend the progress of works or any part thereof for such time and in such manner as SBIIMS /SBI/Architect may consider necessary so as not cause any damage or injury to the work already done or endanger the safety thereof for any of following reasons.
 - a) On account of any default on the part of the contractor, or
 - b) For proper execution of the works or part thereof for reasons other than the default of the contractor, or
 - c) For safety of the works or part thereof.

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

- ii) If the suspension is ordered for reasons (b) and (c) in sub-Para (i) above :

The contractor shall be entitled to an extension of time equal to the period of every such suspension. No compensation whatsoever shall be paid on this account.

33.0 Action when the whole security deposit is forfeited

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

- a) To rescind the contract (of which rescission notice in writing to the contractor by the SBIIMS shall be conclusive evidence) and in which case the security deposit of the contractor shall be forfeited and be absolutely at the disposal of SBIIMS.
- b) To employ labour paid by the SBI and to supply materials to carry out the work, or any part of the work, debiting the contractor with the cost of the labour and materials (the cost of such labour and materials as worked out by the SBIIMS 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 manner and at the same rates as if it had been carried out by the contractor under the terms of this contract the certificate of Architect/Consultant as to the value of work done shall be final and conclusive against the contractor.
- c) To measure up 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 Architects/ Consultant shall be final and conclusive) shall be borne by original contractor and may be deducted from any money due to him by SBI under the contract or otherwise, or from his security deposit or the proceeds of sale thereof, or sufficient part thereof.

In the event of any of above courses being adopted by the SBIIMS the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any

material or entered into any engagements or make any advances on account of, or with a view to the execution of the work or the performance of the contract and in case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or to be paid any sum or any work thereto for actually performed under this contract, unless, and until the 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.

34.0 Owner's Right to Terminate the Contract

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

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

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

a) Has abandoned the contract; or

b) Has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for 14 days after receiving from the SBIIMS through the Architect/Consultant written notice to proceed, or

c) Has failed to proceed with the works with such diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or has failed to remove the materials from the site or to pull down and replace work within seven days after written notice from the SBIIMS /SBI through the Bank / SBIIMS that the said materials were condemned and rejected by the Bank / SBIIMS under these conditions; or has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this contract to be observed and performed by the contractor for seven days after written notice shall have been given to the contractor to observe or perform the same or has to the detriment of good workmanship or in defiance of the SBIIMS /SBI's or Architect's/Consultant's instructions to the contrary subject any part of the contract. Then and in any of said cases the SBIIMS /SBI and or the Architect/Consultant, may not withstanding any previous waiver, after giving seven days' notice in writing to the contractor, determine the contract, but without thereby affecting the powers of the SBI or the Architect/Consultant or the obligation and liabilities of the contractor the whole of which shall continue in force as fully as if the contract had not been so determined and as if the works subsequently had been executed by or on behalf of the contractor. And, further the SBIIMS /SBI through the Architect/Consultant, their agents or employees may enter upon and take possession of the work and all plants, tools, scaffoldings, materials, sheds, machineries lying upon the premises or on the adjoining lands or roads, use the same by means of their own employees or workmen in carrying on and completing the work or by engaging any other contractors or persons to complete the work and the contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractor or other persons employed for completing and finishing or using the materials and plant for the works. When the works shall be completed or as soon thereafter as convenient to the SBIIMS /SBI or the Architect/Consultant shall give a notice in writing to the contractor to remove his surplus materials and plants and should the contractor fail to do so within 14 days after receipt thereof by him the SBIIMS. /SBI sell the same by public auction after due publication and shall adjust the amount realized by such

auction. The contractor shall have no right to question any of the act of the SBIIMS /SBI incidental to the sale of the materials etc.

35.0 Certificate of Payment

Payment will be made as per terms mentioned in the NIT.

- The prices in the Price Schedule shall be exclusive of GST or any other applicable taxes as may be levied by the Government from time-to-time and the same shall be charged in addition to the applicable rate.
- The SBIIMS/SBI shall make all endeavor to make payments within 20-30 days from the date of the receipt of the invoice, to the Contractor.
- All payments shall be made in Indian Currency by means of an Account Payee Cheques/ RTGS/ NEFT only.
- SBIIMS/SBI shall be entitled to deduct in accordance with Applicable Law, Income Tax or withholding tax or other deductions (as the case may be), from any payments made to the Contractor, and the amount so deducted shall be deemed to be a payment made to the Contractor. SBIIMS/SBI shall provide a certificate certifying the deduction so made.
- No payment shall be made in advance nor will any loan from any bank or financial institution be recommended on the basis of the order of award of work.
- Payment will be made as per the actual work done at site based on final measurement. The measurement will be taken in presence of representatives from both SBI/SBIIMS and contractor.

36.0 Settlement of Disputes and Arbitration

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

- i) If the contractor considers that he is entitled to any extra payment or compensation in respect of the works over and above the amounts admitted as payable by the Architect or in case the contractor wants to dispute the validity of any deductions or recoveries made or proposed to be made from the contract or raise any dispute, the Contractor shall forthwith give notice in writing of his claim, or dispute to the C.O.O. SBIIMS., Head Office, Raheja Chambers, Free Press Journal Marg, Mumbai and endorse a copy of the same to the Architect, within 30 days from the date of disallowance thereof or the date of deduction or recovery. The said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount claimed and the contractor shall not be entitled to raise any claim nor shall the Bank 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 C.O.O. SBIIMS PVT. Ltd., Head Office, Raheja Chambers, Free Press Journal Marg, Mumbai 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 C.O.O. SBIIMS PVT. Ltd. ,Head Office, Raheja Chambers, Free Press Journal Marg, Mumbai in the manner and within the time aforesaid.
- ii) C.O.O. SBIIMS Pvt. Ltd., Head Office, Raheja Chambers, Free Press Journal Marg, Mumbai shall give his decision in writing on the claims notified by the contractor. The contractor may within 30 days of the receipt of the decision of the C.O.O. SBIIMS, Head Office, Raheja Chambers, Free Press Journal Marg, Mumbai submit his claims to the conciliating authority namely the M.D.&C.E.O. SBIIMS, Head Office, Raheja Chambers, Free Press Journal Marg, Mumbai for conciliation along

with all details and copies of correspondence exchanged between him and the DGM & C.O.O. SBIIMS, Head Office, Raheja Chambers, Free Press Journal Marg, Mumbai.

- iii) If the conciliation proceedings are terminated without settlement of the disputes, the contractor shall, within a period of 30 days of termination thereof shall give a notice to the concerned Dy. General Manager & Chief Engineer of the SBI 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.
- iv) Except where the decision has become final, binding and conclusive in terms of the contract, all disputes or differences arising out of the notified claims of the contractor as aforesaid and all claims of the SBI shall be referred for adjudication through arbitration by the Sole Arbitrator appointed by the Chief General Manager and who will be Dy. General Manager & Chief Engineer. It will also be no objection to any such appointment that the Arbitrator so appointed is a SBI Officer and that he had to deal with the matters to which the Contract relates in the course of his duties as SBI 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 from SBI 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.
- v) 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.
- vi) It is also a term of this contract that no person other than a person appointed by such Chief General Manager aforesaid should act as arbitrator.
- vii) The conciliation and arbitration shall be conducted in accordance with the provisions of the Arbitration

& Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made there under. It is also a term of the contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties. However, no fees will be payable to the arbitrator if he is a SBI Officer. It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees if any, of the 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) 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.

37.0 Water Supply

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

- i) That the water used by the Contractor shall be fit for construction purpose to the satisfaction of the SBIIMS.
- ii) The Contractor shall make alternative arrangements for the supply of water if the arrangements made by the Contractor for procurement of water in the opinion of the SBIIMS is unsatisfactory.

37.1 The Contractor shall construct temporary well/tube well in SBI land for taking water for construction purposes only after obtaining permission in writing from the SBI. The contractor has to make his own arrangements for drawing and distributing the water at his own cost. He has to make necessary arrangements. To avoid any accidents or damages caused due to construction and subsequent maintenance of the wells. He has to obtain necessary approvals from the local

authorities, if required at his own cost. He shall restore the ground to its original condition after wells are dismantled on completion of work or hand over the well to the SBI without any compensation as directed by the SBIIMS.

38.0 Power supply

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

39.0 Treasure Trove etc.

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

40.0 Method of Measurement

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

41.0 Maintenance of Registers

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

42.0 Force Majeure

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

42.2 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.

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

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

43.0 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 the Acts, laws, any other regulations that are applicable to the execution of the project.

- i) Minimum Wages Act, 1948 (Amended) ii) Payment of Wages Act 1936 (Amended) iii) Workmen's Compensation Act 1923 (Amended)
- iv) Contract Labour Regulation and Abolition Act 1970 and Central Rules 1971 (Amended)
- v) Apprentice Act 1961 (Amended) vi) Industrial Employment (Standing Order) Act 1946 (Amended) vii) Personal Injuries (Compensation Insurance) Act 1963 and any other modifications viii) Employees' Provident Fund and Miscellaneous Provisions Act 1952 and amendment thereof
- ix) Shop and Establishment Act
- ix) Any other Act or enactment relating thereto, and rules framed there under from time to time.

44.0 SAFETY CODE:

Safety as per annexure given should be followed.

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

46.0 SCOPE OF WORK FOR SITC OF CO2 BASED AHU DAMPER CONTROLLER INSTALLATION WORK:

46.1 SCOPE OF WORK:

The Contractor's scope of work covers the following:

Supply: Shall Supply all material specified in the Bill of Quantity (BOQ) for the successful execution of the work to the delivery location at TENDER FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING (SITC) OF CO2 BASED AHU DAMPER CONTROLLERS AT GITC, BELAPUR.

- a. **Install:** Shall install and connect all infrastructure as per the Bank's requirement.
- b. **Testing:** Shall test the **INSTALLATION** and display of all PARAMETERS upto the Bank's Satisfaction.
- c. **Commissioning:** Shall commission the setup as per the Bank's requirement.
- d. The work should be completed within **one month** from the date of commencement of work.
- e. The Installation should happen during and after office hours and during holidays without creating any disturbance to the occupants.
- f. Necessary security permissions need to be taken from the security department.
- g. As part of the execution of the above work the vendor should clear the debris then and there. If it is not done, the Bank will arrange for removal and recover the cost from the Bidder.
- h. The Vendor should arrange with his own labour to put in place any furniture/ workstations/chairs or any other item which was disturbed/moved for executing the above contract.
- i. The technicians engaged by the bidder shall be well mannered. The vendor is responsible for the conduct of the technicians inside Bank's premises.
- j. The cable laying in the Bank's premises shall be through the ducts, pipes etc. No road cutting, grooves in the walls, floors will be permitted. Any damages to the Bank's property on account of the above will be suitably recovered from the bills of the vendor.
- k. (I) The cables/wires shall be laid through conduits/existing cable tray and fixed in ceiling or wall saddle at minimum 450 mm centre to centre or as directed.
- l. The rate quoted by L1 vendor shall be valid for one year.
- m. **Warranty:**

- i) Onsite comprehensive warranty for all the components including free replacement of spares, parts, kits during Defect Liability period of 12 Months from the date of virtual completion.
- ii) On-site comprehensive warranty: The warranty would be on-site and comprehensive in nature and back to back support from the OEM. The vendor will warrant all the hardware and software against defects arising out of faulty design, materials and media workmanship etc. during Defect Liability period of 12 Months from the date of virtual completion.
- iii) The contractor shall ensure that faults and failures intimated by Bank as above are set right within 24 hrs from the time of lodging of complaint during DLP period of One year. In any case the equipment should be made workable and available not later than the Next Business Day.
- iv) The time period for attending the complaint shall be reckoned from the complaint commencing from 1st call on mobile or the time of 1st e-mail sent to the service centre/vendor/contractor/supplier in this regard.
- v) In case of failure in providing service within the above time frame, Bank/SBIIMS has the discretion/reserves the right to impose downtime penalty as mentioned under:
 - 1-7 days excluding date of Lodgement of complaint: 300/- per day
 - From 8th day to 30 days: 500/- per day

The penalty amount will be recovered from the Security Deposit lying with our Office, as the case may be.

O) The contractor/supplier will have to provide separate Service Engineer support priority. The list of such engineers along with the **address and phone numbers of service centres list should be submitted with the tender.** In addition to above, at the time of installation of CCTV, the concerned employees operating the CCTV in the office must be imparted training at free of cost by the service engineer.

SAFETY CODE

SAFETY MEASURES 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 with all requisite materials.
3. No one should be allowed to 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 (¼ horizontal and 1 vertical).
5. Scaffolding or staging more than 3.5 meters 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 openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from 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 Meters in length while the width between side rails in rung ladder shall in no case be less than 30cms for ladder upto and including Meters 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 equipment. For electrical on line works gloves, rubber mats, and rubber shoes shall be used.
10. All trenches 1.2 Meters or more in depth shall at all times be supplied with at least one ladder for each 30 Meters 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 Meters 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 Meters 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 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 manholes, which are in use, the Contractor shall ensure that the manhole covers are opened and are ventilated at least for an hour before the workers are allowed to get into 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 of 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.

- 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 of 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 efficient safeguards, 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, rubber footwear etc.

Approved Makes of Materials

- 1) Johnson Controls
- 2) Siemens
- 3) Honeywell
- 4) BuildTrack
- 5) Schneider Electric
- 6) 75 Fasilisite