



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

(A Wholly Owned Subsidiary of SBI)

CIRCLE OFFICE

SBI Local Head Office, 4th Floor, III/1 Pandit Jawaharlal Nehru Marg, Bhubaneswar- 751001

**Part – I**

**(Technical Bid)**

**TENDER FOR AIR-CONDITIONING WORKS AT FOURTH FLOOR SBILD,  
PAHALA**

Tender reference No: **BHU202004002**

**Note: THROUGH E-TENDER FOLLOWED BY E-REVERSE AUCTION**

Manufacturers / approved authorized dealers of (Daikin, Carrier, Blue Star, Mitsubishi Heavy & Mitsubishi Electric, Toshiba, O-General, LG, Trane, Hitachi and Voltas) are eligible to participate.

**TENDER SUBMITTED BY:**

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

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

\_\_\_\_\_

**GSTIN NO** : \_\_\_\_\_

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



## **NOTICE INVITING TENDERS**

SBI Infra Management Solutions Pvt. Ltd. (hereinafter mentioned SBIIMS), SBI Local Head Office, 4th Floor, III/1 Pandit Jawaharlal Nehru Marg, Bhubaneswar- 01 on behalf of SBI, Bhubaneswar Circle invites E- Tenders followed by e-reverse auction for Air-Conditioning works at 4th Floor, SBILD, Pahala from Manufacturers / approved dealers of approved Air-Conditioning manufacturers are eligible to participate in this tender. Vendor/Contractor should possess valid digital signature for this e-tender.

The other details of the tender are as under:

1.	<b>Name of Work and location of work</b>	Air-Conditioning works at 4th Floor, SBILD, Pahala
2.	<b>Eligibility of criteria</b>	As per the tender Clause no.1.3 under the clause instruction to tenderer
3.	<b>Estimated Cost</b>	<b>Rs.36,19,100.00 plus GST</b>
4.	<b>Cost of Tender Documents cum processing Fee (Non-refundable)</b>	<b>Rs.3000.00</b> (Rupees Three Thousand Only) non-refundable to be deposited online through <a href="https://www.onlinesbi.com">https://www.onlinesbi.com</a> using State Bank Collect gateway on or before <b>11/05/2020 up to 02:00 PM</b> . Steps involved in making such payments is provided in details in <b>Annexure I</b> attached in this tender.
5.	<b>Earnest Money Deposit (EMD)</b>	<b>Rs.37000/-</b> (Rupees Thirty Seven Thousand Only) in the Form of Demand Draft/Banker's Cheque issued by any Nationalised /Scheduled Bank Drawn in favour of " <b>SBI Infra Management Solutions Pvt. Ltd.</b> " Payable at <b>Bhubaneswar,</b> " which is to be submitted along with the Technical Bid in a separate envelope super scribing "EMD". Without EMD Tender will be rejected. <u>EMD shall be converted into Retention Money for successful Contractor, whose tender is accepted.</u>
6.	<b>Availability of Tender document.</b>	<b>21/04/2020 to 11/05/2020</b> from Bank's website " <a href="https://www.sbi.co.in/portal/web/home/procurement-news">https://www.sbi.co.in/portal/web/home/procurement-news</a> " and <a href="https://etender.sbi">https://etender.sbi</a> .
7.	<b>Initial Security Deposit (ISD)</b>	L1 vendor shall submit, 2% of awarded value of work in the form of DD/BC favouring " <b>State Bank of India</b> " payable at Bhubaneswar and EMD obtained in the name of SBI Infra Management Solutions Pvt. Ltd shall be returned to them.
8.	<b>Retention Money</b>	The successful (L1) OEM/vendor, whose tender is accepted by the Bank, shall be bound to deposit a sum equivalent to 5% of accepted "Final value of the work" including ISD as Retention Money.
9.	<b>Pre-bid meeting</b>	<b>06/05/2020</b> at 11:00 AM at our office.



10	<b>Last date, time and place for submission of Sealed Technical Bid.</b>	<p>The approved OEMs or their authorized dealers are required to submit/enclose the copies of following document in sealed envelope or before <b>Dt.11/05/2020 up to 02:00 PM.:</b></p> <ul style="list-style-type: none"> <li>i) Payment receipt of the Tender processing fee.</li> <li>ii) Earnest Money Deposit (EMD)</li> <li>iii) Letter of Undertaking in company letter head duly signed and stamped by authorize representative.</li> <li>iv) All necessary documents &amp; proof in supporting of clause 3 (a), (b) (c) &amp; (d) of eligibility criteria mentioned in the tender.</li> <li>v) Technical data sheet for both indoor and outdoor units duly certified by OEM along with list of approved material</li> </ul> <p><u>All above documents to be submitted on or before last date &amp; time in sealed envelope at our SBIIMS office address mentioned below.</u></p> <p>Asst. Vice President &amp; Circle Head. SBI Infra Management Solutions Pvt. Ltd. Circle Office, SBI Local Head Office, 4Th Floor, III/1 Pandit Jawaharlal Nehru Marg, Bhubaneswar- 751001.</p> <p><u>Tenders received without any one or more document mentioned above shall be rejected.</u></p> <p>After the accomplishment of tendering procedure, the successful bidder shall submit the hard copy of the Technical document duly signed with seal in all pages by the authorized representative/proprietor of the firm at the under mentioned office.</p>
11	<b>Last date, time and Mode of submission of <u>Online indicative Price Bid</u></b>	<p>The Indicative Price Bid to be uploaded/submitted on service provider portal i.e <a href="https://etender.sbi">https://etender.sbi</a> on or before <b>Dt. 11/05/2020 up to 02:00 PM.</b></p> <p>The bidder (Vendor/Contractor//Authorized Dealer) should have valid digital signature for this e-tender.</p> <p>E-tendering guidelines may be obtained from:</p> <p><b>M/s E- Procurement Technologies Ltd. (abc procure)</b> <b>A-801, Wall Street - II, Opp. Orient Club,</b> <b>Nr. Gujarat College,</b> <b>Ellis Bridge, Ahmedabad - 380 006.</b> <b>Gujarat State, India.</b> <b>Phone: +91-79-68136889. Cell: +91-6354919566</b> <b>E-mail: <a href="mailto:бина.soni@auctiontiger.net">бина.soni@auctiontiger.net</a></b></p>



12	<b>Date, Time and Place of opening of Sealed Technical Bid.</b>	<p><b>Sealed Technical bid (Part-1) at our Office: At 2:30 PM on Dt. 11/05/2020.</b></p> <p>Circle Office, SBI Local Head Office, 4th Floor, III/1 Pandit Jawaharlal Nehru Marg, Bhubaneswar- 751001.</p> <p>Authorized representatives of vendors may be present during opening of the Technical Bids. However, Technical Bids would be opened even in the absence of any or all of the vendor representatives.</p>
13	<b>Date, Time and Place of opening of Online indicative Price Bid.</b>	The online indicative Price bid (Part-2) of only technically qualified bidder shall be opened at our office on <b>12/05/2020 at 11:00 AM.</b>
14	<b>Date &amp; time of E-Reverse Auction</b>	The date and Time of E-reverse auction to be intimated through mail by service provider to eligible bidders.
15	<b>Validity for Offer</b>	3 (Three) Months from The Date of Opening of Price-Bid
16	<b>Commencement of Work.</b>	7th Day from the date of receiving of Work Order.
17	<b>Time for completion of work.</b>	60 days from date of Commencement.
18	<b>Deduction of income tax and GST</b>	<p>A) Income Tax will be deducted at source as per Govt. Guidelines.</p> <p>B) Reimbursement of GST will be made only on submission of proper GST invoice as per applicable GST provision. The contractor should comply with the following;</p> <ol style="list-style-type: none"> <li>1. Contractor should have GST Registration Number</li> <li>2. Invoice should specifically/separately disclose the amount of GST levied at applicable rate as per GST provision</li> <li>3. In case of Correction in the bills after scrutiny, contractor should submit fresh bills for payment</li> <li>4. Contractor should timely file his GST return in accordance with GST provisions to enable the bank to claim the credit of GST paid to the contractor</li> </ol>
19	<b>Terms and Mode of payment</b>	<p>i) No advance is payable.</p> <p>ii) After successful completion of entire work 100% payment will be released against submission of tax invoice and work completion certificates.</p> <p>iii) Payment shall be made by way of Electronic fund transfer and the bill will be paid by the SBI. Firm should furnish details of the bank, A/c no, IFSC code.</p> <p>iv) Payments towards the above work shall be made by SBI. The GST Number of State Bank of India for Bhubaneswar is <b><u>21AAACS8577K1Z1</u></b></p>

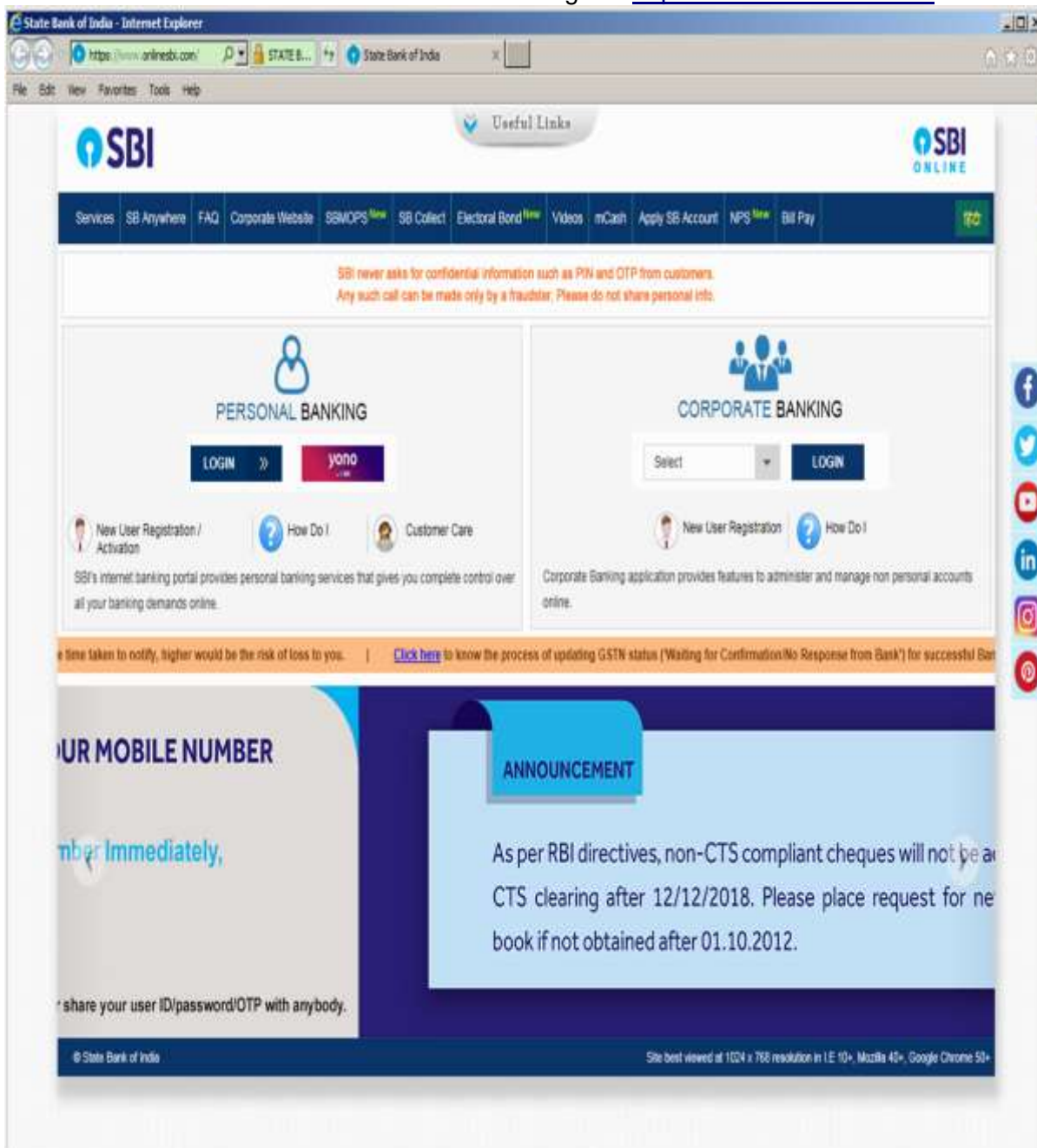
20	<b>Liquidated Damages for Delay</b>	If the bidder is not able to complete the work 67 days from date of issue of work order, 0.5 % Per week subject to total amount of 5% of Contract Value.
21	<b>Defects Liability Period</b>	12 Months (Twelve months)
22	<b>For Any Details contact (SBIIMS)</b>	<u>Circle Head: (96747-17368)</u>
23	<b>Project Architect</b>	<u>M/s Architectural Design Cell, Bhubaneswar</u> Email: <a href="mailto:architecturaldesigncell@rediffmail.com">architecturaldesigncell@rediffmail.com</a> HIG-1, Phase-I, 7-Acre Area, Bijay Vihar, Chandrasekharapur, Bhubaneswar – 751016, 9937086768
24	<b>Contact , Phone No of officials (SBIIMS)</b>	For Technical queries: Email : <a href="mailto:tapan.behera1@sbi.co.in">tapan.behera1@sbi.co.in</a> Circle Head: 0674-2600570 & <a href="mailto:headbhu.sbiims@sbi.co.in">headbhu.sbiims@sbi.co.in</a>
25	<b>For e-tender related queries</b>	M/s e-procurement Technologies Limited, Ahmedabad Ms Bina Soni Business Development Auction Tiger   <a href="http://www.auctiontiger.net">www.auctiontiger.net</a> Phone: 079-68136889   6354919566 E-mail: <a href="mailto:bina.soni@auctiontiger.net">bina.soni@auctiontiger.net</a>

- 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.
- The SBIIMS shall not be responsible for any delay/loss or non-receipt of tenders by post/courier service.
- The bidder, who is the authorized representative and participating on behalf of company/ Dealer/vendor, should have a valid digital signature certificate (DSC) for this e-tender. The validity of the DSC should be at least 3 months.
- Those eligible bidders, should submitted their indicative price bid online within timeline, failing which tender summarily rejected.
- SBIIMS reserves the right to increase or decrease the quantum of items 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 has to execute the same at the rate quoted and no correspondence shall be entertained in this regard.
- The L-1 Vendor (successful bidder) shall sign and stamp each page of the tender document thereby ensuring the number and sequence of all pages after completion of the tendering procedures.
- Conditional tenders are liable for rejection.
- Bidders need to submit an undertaking, if quoted amount is 10% less than the estimated amount, to undertake the job. Further, the vendor is liable to submit with relevant justifications on their letter head for the items (schedule) which quoted less

Sd/-  
(AVP & Circle Head)  
SBIIMS, Bhubaneswar

## **Annexure-I**

The Vendor needs to use SBI internet banking site <https://www.onlinesbi.com/>.



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



State Bank Collect - Internet Explorer


http://www.onlinesbi.com/collect

STATE B... State Bank Collect

File Edit View Favorites Tools Help

**SBI** State Bank Collect

Products & Services Know More

 **STATE BANK COLLECT**  
A MULTI-MODAL PAYMENT PORTAL

**DISCLAIMER CLAUSE**

**Terms Used**

- > Corporate Customer: Firm/Company/Institution (FCI) collecting payment from their beneficiaries.
- > User: The beneficiary making a payment to FCI for the services/goods availed.
- > Bank shall not be responsible, in any way, for the quality or merchantability of any product/merchandise or any of the services related thereto, whatsoever, offered to the User by the Corporate Customer. Any disputes regarding the same or delivery of the Service or otherwise will be settled between Corporate Customer and the User and Bank shall not be a party to any such dispute. Any request for refund by the User on any grounds whatsoever should be taken up directly with the Corporate Customer and the Bank will not be concerned with such a request.
- > Bank takes no responsibility in respect of the services provided and User shall not be entitled to make any claim against the Bank for deficiency in the services provided by the Corporate Customer.
- > The User shall not publish, display, upload or transmit any information prohibited under Rule 3(2) of the Information Technology (Intermediaries guidelines) Rules, 2011.
- > In case of non-compliance of the terms and conditions of usage by the User, the Bank has the right to immediately terminate the access or usage rights of the User to the computer resource of the Bank and remove the non-compliant information.

☒ I have read and accepted the terms and conditions stated above.  
(Click Check Box to proceed for payment.)

**Proceed**

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“Proceed” will lead to the next page:



A screenshot of the SBI State Bank Collect website interface. The browser window shows the URL "https://www.sbi.co.in/". The page has a blue header with the SBI logo and "State Bank Collect" text. Below the header, there's a blue navigation bar with "State Bank Collect" and "State Bank Maps". The main content area has a grey bar with "State Bank Collect" and "09-Jan-2019 [12:23 PM IST]". Below this, there's a section titled "Select State and Type of Corporate / Institution". It contains two dropdown menus: "State of Corporate / Institution \*" and "Type of Corporate / Institution \*". Below the dropdowns is a blue "Go" button. A red banner below the button contains two bullet points: "Mandatory fields are marked with an asterisk (\*)" and "State Bank Collect is a unique service for paying online to educational institutions, temples, charities and/or any other corporate/institutions who maintain their accounts with the Bank." At the bottom, there's a blue footer with "© State Bank of India" and links for "Privacy Statement", "Disclosure", and "Terms of Use".

Select

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





State Bank Collect - Internet Explorer

https://www.sbi.co.in/... STATE B... State Bank Collect

File Edit View Favorites Tools Help

**SBI** State Bank Collect

State Bank Collect > State Bank Maps

State Bank Collect > State Bank Collect [Exit](#)

State Bank Collect 29-Jan-2019 (12:35 PM IST)

Select from Commercial Services

Commercial Services Name\*

[Submit](#) [Back](#)

\* Mandatory fields are marked with an asterisk (\*)

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

State Bank Collect - Internet Explorer

https://www.sbi.co.in/... STATE B... State Bank Collect


File Edit View Favorites Tools Help

**SBI** State Bank Collect

State Bank Collect > State Bank Maps

State Bank Collect > State Bank Collect [Exit](#)

State Bank Collect 29-Jan-2019 (12:35 PM IST)

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

Provide details of payment

Select Payment Category\*

Mandatory fields are marked with an asterisk (\*)

Enter Tender ID\*

[Submit](#)

\* 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 'ddmmyyy'. Eg. 02062008

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

The screenshot shows the State Bank Collect website interface. At the top, there is a navigation bar with the SBI logo and the text 'State Bank Collect'. Below this, there is a header section for 'SBI Infra Management Solutions Pvt Ltd' with its address: 'Ground Floor, Rabeja Chambers, Free Press Journal Marg, Nariman Point, Mumbai-400021'. The main content area is titled 'Provide details of payment'. It contains a form with the following fields:

- Select Payment Category \***: TENDER APPLICATION FEE
- Tender ID \***: MUM2019010005
- Tender Name**: Corp 05
- Open Date**: 06-01-2019
- End Date**: 12-01-2019
- Amount in Rupees \***: 10000
- Vendor Email ID**: [Text Input]
- Vendor GST No \***: [Text Input]
- Vendor Mobile No \***: [Text Input]
- Vendor Name \***: [Text Input]
- Remarks**: [Text Area]

Below the form, there is a section for personal banking details:

- Name \***: [Text Input]
- Date Of Birth / Incorporation \***: [Text Input]
- Mobile Number \***: [Text Input]
- Enter the text as shown in the image \***: [Text Input] 39E10

At the bottom of the form, there are three buttons: **Submit**, **Reset**, and **Back**. Below the buttons, there is a red box with the following text:

- 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. 02082009

The footer of the page contains the text '© State Bank of India' and links for 'Privacy Statement', 'Disclosure', and 'Terms of Use'.

The Vendor will have to fill up the fields properly and upon making the payment a receipt will be generated with a Reference No.  
The MIS information made available to circle authorities at the end of every Tenders will also contain this unique Reference No along with all fields shown in the above Page.



## **BUSINESS RULES FOR ONLINE TENDER GENERAL TERMS AND CONDITIONS OF ONILE TENDER**

1. For the proposed online bidding, already vendors for the said purpose who fulfill all terms and conditions including deposit of earnest money and tender processing fee only shall be eligible to participate.
2. SBIIMS/SBI will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on Internet.
3. SBIIMS/SBI will inform the vendor in writing in case of online bidding, the details of service provider to enable them to contact and get trained.
4. Business rules like event date, time, start price, bid decrement, extensions, etc. also will be communicated through service provider for compliance.
5. Vendors have to fax the compliance form in the prescribed format (provided by service provider) before start of online bidding. Without this the vendor will not be eligible to participate in the event.
6. Opening of online bids will be conducted on schedule date & time.
7. At the end of online bidding event, the lowest bidder value will be known on the network.
8. The lowest bidder has to fax the duly signed filled-in prescribed format as provided on case-to case basis to SBIIMS/SBI through service provider within 24 hours of completion of tender without fail.
9. Any variation between the on-line bid value and signed document will be considered as sabotaging the tender process and will invite disqualification of vender to conduct business with SBIIMS/SBI as per prevailing procedure.
10. In case SBIIMS/SBI decides not to go for online bidding on procedure for this tender enquiry, the price bids and price impacts, if any already submitted and available with SBIIMS/SBI shall be opened as per SBI standard practice.
11. Business Rule for finalization of the Tender  
  
SBIIMS/SBI shall finalize the tendering process of the item through online bidding mode. SBIIMS/SBI has made arrangement with M/s. e-Procurement Technologies Ltd, Ahmedabad, (ETL) who shall be SBIIMS/SBI's authorized service provider for the same. Please go through



the guidelines given below and submit your acceptance to the same along with your Commercial Bid.

1. Computerized Online tendering shall be conducted by SBIIMS/SBI, on pre-specified date, while the vendors shall be quoting from their own offices/ place of their choice. Internet connectivity and other paraphernalia requirements shall have to be ensured by vendors themselves. In the event of failure of their Internet connectivity, (due to any reason whatsoever it may be) it is the bidders responsibility / decision to send fax communication, immediately to ETL furnishing the price, the bidder wants to bid online, with a request to ETL to upload the faxed price on line so that the service provider will up load that price on line on behalf of the Bidder. It shall be noted clearly that the concerned bidder communicating this price to service provider has to solely ensure that the fax message is received by ETL in a readable / legible form and also the Bidder should simultaneously check up with ETL over phone about the clear receipt of the price faxed. It shall also be clearly understood that the bidder shall be at liberty to send such fax communications of prices to be up loaded by ETL only before the closure of Bid time and under no circumstances it shall be allowed beyond the closure of bid time. Such bidders have to ensure that the service provider is given a reasonable required time by the bidders, to upload such faxed prices online and if such required time is not available at the disposal of ETL at the time of receipt of the fax message from the bidders, ETL will not be uploading the prices. It is to be noted that either SBIIMS/SBI or ETL are not responsible for these unforeseen circumstances. In order to ward-off such contingent situation, bidders are requested to make all the necessary arrangements / alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the online bidding successfully. However, the vendors are requested not to wait till the last moment to quote their bids to avoid any such complex situations.
2. ETL shall arrange to train your nominated person(s), without any cost to you. They shall also explain you, all the Rules related to the Tendering/ Business Rules Document to be adopted along with bid manual. You are required to give your compliance on it before start of bid process.
3. **BIDDING CURRENCY AND UNIT OF MEASUREMENT:** Bidding will be conducted in Indian Rupees (INR) per -one- (Unit) of the items.
4. **BID PRICE:** The Bidder has to quote the Total cost to SBI of the items specified inclusive of all taxes, duties, freight, service tax, overhead, contractor's profit etc. excluding GST. GST shall be paid extra as per actual.
5. **VALIDITY OF BIDS:** The Bid price shall be firm for a period of three calendar months from the date of acceptance of tender which may be extended for a further period subject to mutual agreement.
6. The bidder has to provide a detail break up for his commercial offer in the prescribed format as given by the Bank.
7. Your bid will be taken as an offer to supply. Bids once made by you, cannot be cancelled / withdrawn and you shall be bound to supply as mentioned above at your final bid price.



Should you back out and not execute the work as per the rates quoted, the earnest money deposited by you with us in this regard shall be forfeited without further reference to you.

8. You shall be assigned a Unique User Name & Password by ETL. You are advised to change the Password after the receipt of initial Password from ETL to ensure confidentiality. All bids made from the Login ID given to you will be deemed to have been made by your company.

9. At the end of the online Tendering process, SBIIMS/SBI will decide upon the winner. SBIIMS/SBI's decision on award of Contract shall be final and binding on all the Bidders.

10. SBIIMS/SBI shall be at liberty to cancel the tender at any time, before ordering, without assigning any reason.

11. SBIIMS/SBI shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.

12. Other terms and conditions shall be as per your techno-commercial offers and other correspondences till date.

13. You are required to submit your acceptance to the terms / conditions / modality given above before participating in the online bidding.

14. Successful bidder shall enter into a contract with the bank to carry out the work as per Bank's standard format.

15. OTHER TERMS & CONDITIONS: - The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other suppliers / bidders. - The Bidder shall not divulge either his Bids or any other exclusive details of SBI to any other party. - SBI's decision on award of Contract shall be final and binding on all the Bidders. - SBI along with ETL can decide to extend, reschedule or cancel any tender. Any changes made by SBI and / or ETL, after the first posting will have to be accepted if the Bidder continues to access the site after that time. - ETL shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause. - ETL is not responsible for any damages, including consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

**N.B.** - All the bidders are requested to ensure that they have a valid digital certificate well in advance to participate in the online event - All the Bidders are required to submit the Agreement Form (Annexure- I) duly signed to M/s e-Procurement Technologies Pvt. Ltd, Ahmedabad before due date. - After the completion of the tender event, all the Bidders have to submit the Price Breakup immediately to M/s e-Procurement Technologies Pvt. Ltd, Ahmedabad for further proceedings.



## **PROCESS COMPLIANCE FORM**

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

To

Date:

**M/s E- Procurement Technologies Ltd. (abc procure)  
A-801, Wall Street - II, Opp. Orient Club,  
Nr. Gujarat College,  
Ellis Bridge, Ahmedabad - 380 006.  
Gujarat State, India.  
Phone: +91-79-68136889. Cell: +91-6354919566  
E-mail: bina.soni@auctiontiger.net**

### **SUB: AGREEMENT TO THE PROCESS RELATED TERMS AND CONDITIONS FOR THE ONLINE BIDDING**

Dear Sir,

This has reference to the Terms & Conditions for the online bidding mentioned in the Tender for "Air-Conditioning works at 4th Floor, SBILD, Pahala,," This letter is to confirm that:

- 1) The undersigned is authorized representative of the company.
- 2) We have studied the Commercial Terms and the Business rules governing the online bidding and the RFP as mentioned in your letter and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the tender tool and have understood the functionality of the same thoroughly.
- 4) We confirm that SBI Group and ETL shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-tender platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the tender event.
- 5) We understand that in the event we are not able to access the tender site, we may authorize ETL to bid on our behalf by sending a fax containing our offer price before the tender close time and no claim can be made by us on either State Bank Group or ETL regarding any loss etc. suffered by us due to acting upon our authenticated fax instructions.
- 6) I/we do understand that ETL may bid on behalf of other bidders as well in case of above mentioned exigencies.
- 7) We also confirm that we have a valid digital certificate issued by a valid Certifying Authority.
- 8) We also confirm that we will fax the price confirmation & break up of our quoted price as per Annexure II and the format as requested by SBI / ETL.



9) We, hereby confirm that we will honour the Bids placed by us during the tender process.

10) We read each pages, understood the technical bid & BOQ and I/we hereby agree to abide by and fulfill the terms and provisions and accepting all terms and conditions stipulated in the tender documents. After the accomplishment of tendering procedure, if we become the lowest bidder shall submit the hard copy of the Technical document duly signed with seal by the authorized representative/proprietor of the firm at the under mentioned office

We, hereby confirm that we will honour the Bids placed by us during the tender process.

With regards

Signature with company seal

Date:

Name :

Company / Organization





**PRICE CONFIRMATION LETTER (ANNEXURE II)**

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

To,

**M/s E- Procurement Technologies Ltd.  
A-801, Wall Street - II, Opp. Orient Club,  
Nr. Gujarat College,  
Ellis Bridge, Ahmedabad - 380 006.  
Gujarat State, India.  
Phone: +91-79-68136889. Cell: +91-6354919566  
E-mail: [bina.soni@auctiontiger.net](mailto:bina.soni@auctiontiger.net)**

**AGREEMENT TO THE PROCESS RELATED TERMS AND CONDITIONS FOR THE ONLINE E-TENDERING FOLLOWED BY E-REVERSE AUCTION FOR AIR-CONDITIONING WORKS AT 4th FLOOR SBILD, PAHALA**

E-tendering/E-Reverse Auction Date:

Dear Sir,

We confirm that we have quoted.

------(Rs.-----)

Thanking you and looking forward to the valuable order from SBIIMS ON BEHALF OF SBI.

Yours sincerely,

For \_\_\_\_\_

Name:

Company:

Date:

Seal:



**PRICE BREAK UP (ANNEXURE III)**

**Price Break up**

**As per tender document**

**(G) Contact Information:**

<b>M/s E- Procurement Technologies Ltd.</b>	<b>SBI Infra Management Solutions Pvt. Ltd.,</b>
M/s E- Procurement Technologies Ltd. A-801, Wall Street - II, Opp. Orient Club, Nr. Gujarat College, Ellis Bridge, Ahmedabad - 380 006. Gujarat State, India. Phone: +91-79-68136889. Cell: +91-6354919566 E-mail: <a href="mailto:bina.soni@auctiontiger.net">bina.soni@auctiontiger.net</a>	Asst. Vice President & Circle Head. SBI Infra Management Solutions Pvt. Ltd. Circle Office, SBI Local Head Office, 4Th Floor, III/1 Pandit Jawaharlal Nehru Marg, Bhubaneswar- 751001. Phone: 0674-2600570 & <a href="mailto:headbhu.sbiims@sbi.co.in">headbhu.sbiims@sbi.co.in</a>



## 1. **PROCESS TO DECIDE THE WINNER I.E. L-1 BIDDER (ANNEXURE IV)**

- i) The SBIIMS may, within the sole discretion choose to conduct E-reverse auction either item-wise or on cumulative total tender amount ( i.e Algebraic sum of the amount of each individual items evaluated in the indicative price bid. At the end of the E-tendering, SBIIMS. will decide upon the winner. SBIIMS's decision on award of Contract shall be final and binding to all the Bidders.
- ii) Special attention is invited to all the bidders to quote balanced and workable item-wise rates for all the tenders items as also to understand the rules and procedure applicable for evaluating item-wise proportionate final item-wise rates based on the final bid offered by them in the e-reverse auction. The SBIIMS shall not be responsible in respect of unworkability/ unreasonable/ erratic (item-wise) final rates of the successful bidder evaluated as a result of E-reverse auction process may be due erratic quote in the indicative bid etc. for the reason whatsoever and the bidder shall be bound to execute the jobs on such final rates.
- iii) In case E-reverse auction is carried out item-wise the bidder whose cumulative total tender amount (evaluated on the basis final item-wise rates at the end of E-reverse auction) stands lowest (i.e L1) shall be the winner subject to approval of their tender by the competitive authority.
- iv) In case it is decided to go for E-reverse auction on the total tender amount (sum of all items), the following example will clarify the process to be followed by the SBIIMS. in the proposed reverse auction to decide the winner i.e. L-1:

### **Illustrative Example:**

The per unit Indicative Price Bids shall be submitted by the various bidders in the following format:

S.No.	Item description	Quantity	Unit in Nos	Rate item (in Rupees) ***	Per (in Rupees) ***	Amount (In Rupees) ***
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1	Item-A	6	Nos	5000.00		30,000.00
2	Item-B	6	Nos	4000.00		24000.00
3	Item-C	3	Nos	1000.00		3000.00
Total Tender amount (sum of Items 1 to 3) denoted by (A)						Rs. 57,000.00 (say)

\*\*\* The prices and amount mentioned in the above table are only meant for "Illustration" and the same has no relevance to the actual Item-wise Indicative Price Bid required to be quoted by the bidders.

v) The SBIIMS shall decide, within its sole discretion, the "Start Bid Price" based on the lowest online "Indicative Bid Price" received against "(A)" in the table above which may be equal to or less than the factor "A" and the "Decremental value" by which bidders shall be permitted to reduce and revise their bid, if they desire to do so.

vi) At the end of the reverse auction process, suppose the winner (L-1 bidder) offer their final quote against "A" (i.e. Algebraic sum under Column no. 6 in the above table) as Rs. 48,000.00 (denoted by "B" hereinafter), the K-Factor shall be determined as under:



$$K=(B\div A) \text{ i.e. } (48,000\div 57,000) = 0.8421$$

vii) The Final Items-wise rates of the L-1 bidder shall be evaluated by multiplying their Item-wise quoted rates in the Indicative Price Bid by the Factor “K” calculated as above (i.e. proportionately reducing Indicative quote for all the tender items). Accordingly, in the above illustration, the final prices of the winner shall be evaluated as under:

S.No.	Item description	Quantity	Nos	Amount quoted in Indicative Price Bid (in Rupees)***	Factor "K"	Final Per Unit Rate (In Rupees)
(1)	(2)	(3)	(4)	(5)	(6)	(7) = (5)x(6)
1	Item-A	6	Nos	30,000.00	0.8421	25263.00
2	Item-B	6	Nos	24,000.00	0.8421	20211.00
3	Item-C	3	Years	3000.00	0.8421	2526.00
Total						48000.00

Similarly, the L-2, L-3 ..... and so on bidders shall be evaluated and declared.

viii) The L1 vendor has to submit the price-break of as per above example.

Read & accepted,  
SEAL & SIGN of vendor.



## **ARTICLES OF AGREEMENT**

This AGREEMENT is made at ..... on this ..... day of ..... between SBI, a body Corporate created under SBI Act 1955, having its Corporate Centre at State Bank Bhavan, Madame Cama Road, Mumbai 400 021 and one of the circle office at SBI Local Head Office, III/1 Pandit Jawaharlal Nehru Marg, Bhubaneswar- 01 represented by authorized officer of SBI. (hereinafter called "the Employer") on the one part and M/s \_\_\_\_\_ (proprietorship/partnership firm/Company), incorporated under the provisions of the Companies Act and having its registered office at \_\_\_\_\_ (hereinafter called "the Vendor") represented by Shri ..... who is authorized to enter this agreement by its Board of Directors on the other part.

AND WHEREAS the Employer has intention of engaging an Air-Conditioning manufacturers company or their authorized dealer for execution of " Air-Conditioning works at 4th Floor, SBILD, Pahala"

AND WHEREAS the Employer had called for tenders from Air-Conditioning Manufacturers Company (OEMs) or their authorized dealer for the proposed work as indicated in the scope of work and other documents attached to the tender.

AND WHEREAS the Vendor and others submitted the tenders and the Employer has awarded the contract relating to "Air-Conditioning works at 4th Floor, SBILD, Pahala," as stated in the scope of work attached to the Tender Document to the Vendor.

AND WHEREAS both the parties to this agreement are desirous of recording the terms and conditions upon which the said services are to be rendered by the Vendor.

### **NOW IT IS HEREBY AGREED AS FOLLOWS:**

1. In consideration of the said Contract Amount to be paid at the times and in the manner set forth in the said Conditions, the Contractor shall upon and subject to the said Conditions execute and complete the work shown upon the said Drawings and described in the said Specifications and the priced Schedule of Quantities.
2. The Employer shall pay to the Contractor the said Contract Amount, or such other sum as shall become payable, at the times and in the manner specified in the said Conditions.
3. The said Conditions and Appendix thereto shall be read and construed as forming part of this Agreement, and the parties hereto shall respectively abide by submit themselves to the said Conditions and perform the Agreements on their part respectively in the said Conditions contained.
4. The Plans, Agreements and Documents mentioned herein shall form the basis of this Contract.
5. This Contract is neither a fixed lump-sum contract nor a piece work contract but a contract to carry out the work as per enclosed schedule of Items and to be paid for according to actual measured quantities at the rates contained in the Schedule of Quantities or as provided in the said Conditions and approved by the SBIIMS.
6. The Contractor shall afford every reasonable facility for the carrying out of all works relating to Air-Conditioning works at 4th Floor, SBILD, Pahala in the manner laid down in the said Conditions, and



shall make good any damages done to walls, floors, etc. after the completion of his work.

7. The Employer reserves to itself the right of altering the drawings and nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this Contract.

8. Time shall be considered as the essence of this Contract and the Contractor hereby agrees to commence the work soon after the Site is handed over to him or from 7th day after the date of issue of formal work order as provided for in the said Conditions whichever is later and to complete the entire work within 60 days subject to nevertheless the provisions for extension of time.

9. All payments by the Employer under this Contract will be made by State Bank of India.

10. All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen at Bhubaneswar and only the Courts in Bhubaneswar shall have jurisdiction to determine the same.

11. That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor.

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

#### SIGNATURE CLAUSE

SIGNED AND DELIVERED by the

\_\_\_\_\_ By the

(Employer)

hand of Shri \_\_\_\_\_

\_\_\_\_\_

(Signature of Employer)

(Name and Designation)

In the presence of :

Shri / Smt. \_\_\_\_\_

(Signature of Witness)

Address \_\_\_\_\_

\_\_\_\_\_

(Witness)

SIGNED AND DELIVERED by the



\_\_\_\_\_ by the

(Contractor)

(Signature of Contractors)

in the presence of :

Shri / Smt. \_\_\_\_\_

(Signature of Witness)

Address \_\_\_\_\_





## **1.0 INSTRUCTIONS TO THE TENDERERS:**

### **1.1 Scope of Work**

Online Tenders are invited for SBIIMS for “Air-Conditioning works at 4th Floor, SBILD, Pahala”

### **1.2 Site and Its Location**

The proposed work is to be carried out at Pahala, Bhubaneswar.

### **1.3 Eligibility Criteria:**

The Eligibility Criteria for Pre-Qualification of manufactures or their authorized dealer is as under:-

- a. The bidder should be Original Equipment Manufacturers (OEMs) of VRF Air-conditioner or their authorized Dealer of Daikin, Carrier, Blue Star, Mitsubishi Heavy & Mitsubishi Electric, Toshiba, O-General, LG, Trane, Hitachi and Voltas make.

However, if the bidder is an Authorized dealer, then dealer must submit the following two documents:

(i) Valid dealership certificate.

(ii) Authorization letter from manufacturer for participation in this tender.

- b. The Bidders should have an average annual turnover of at least Rs.**10.85 Lakhs** during last three financial years, ending 31 march of previous financial year. Copies of the audited Annual Balance sheet of last three financial years– 2016-17, 2017-18 & 2018-19 to be submitted in support of claims.

- c. The Bidder should have successfully completed similar works (Single Order) of the following magnitude during the last seven years ending 29.02.2020 for Public Sector Undertakings / Govt. Organizations /Semi Govt./reputed Private Sector/ IT Companies/ Banks/ Reputed national/ Multi-National Companies etc.:

i. **Three** similar projects each costing not less than the amount equal to **14.47 lakhs.**

OR

ii. **Two** similar projects each costing not less than the amount equal to **18.09 lakhs.**

OR

iii. **One** similar project costing not less than the amount equal to **28.95 lakhs.**

Defination of similar works means “Supply and installations of VRFs air-conditioners in Public Sector Undertakings / Govt & Semi Govt. Organizations /reputed Private Sector/ IT Companies/ /Banks/ Reputed national/ Multi-National Companies”.

- d. The agency/OEM should have its office or Service Centre in Odisha.



## **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) Additional Conditions for Installation.
- 2.1 (e) Technical Specifications.
- (f) Priced Bid.

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. Additional Conditions for Installation
- d. Special Conditions of Contract
- e. General Conditions of Contract
- f. Instructions to Tenderers

Complete set of tender documents including relative drawings can be downloaded from [www.sbi.co.in](http://www.sbi.co.in) (link) <Procurement News>

## **3.0 SITE VISIT**

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**

The tenderers are requested to submit the Earnest Money of **Rs.37000/- (Rupees Thirty Seven Thousand Only)** in the form of Demand Draft or Banker's Cheque in favour of "**SBI Infra Management Solutions Pvt. Ltd.**" payable at "Bhubaneswar" drawn on any Scheduled Bank in India.

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.

No interest will be paid on the EMD.

After identifying the L1 vendor EMD of unsuccessful tenderers will be refunded personally to the vendor against their acknowledgement or shall be sent to their given address within a week by post/courier on request from tenderers.

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

#### **5.0 INITIAL SECURITY DEPOSIT.**

L1 vendor shall submit, 2% of awarded value of work in the form of DD/BC favouring "State Bank of India" payable at Bhubaneswar within a period of 15 days from the date of receipt of confirmation regarding acceptance of tender and EMD obtained in the name of **SBI Infra Management Solutions Pvt. Ltd** shall be returned to them.

#### **SECURITY DEPOSIT**

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). 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. Bank also may deduct total 5% of the final value of the work from Final/running bill and the ISD shall be returned to the L1 vendor. 5% of the retention money shall be paid after the defects liability period of 1 Year as specified in the contract. The retention money will be interest free.

#### **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.

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 **7 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 60 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.

#### **RATES AND PRICES**

In case of item rate tender

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.

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.

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.

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

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

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



## **GENERAL CONDITIONS OF CONTRACT**

### **Definitions**

“**Contract**” means the documents forming the tender and the acceptance thereof and the formal agreement executed between SBI 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/SBIIMS and all these, documents taken together shall be deemed to form one contract and shall be, complementary to one another.

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

„**SBI / Bank**” shall mean State Bank of India (client) a body Corporate created under SBI Act 1955, having one of its Circle Office at State Bank of India, III/1 Pandit Jawaharlal Nehru Marg, Bhubaneswar- 01 and includes the client’s representatives, successors and assigns.

“ **SBIIMS**” shall means **SBI Infra Management Solutions Pvt. Ltd.** (SBIIMS), its wholly owned subsidiary having Head Office at Mumbai and One of its Circle office at 4th Floor, SBI, Local head Office, 4<sup>th</sup> Floor, III/1 Pandit Jawaharlal Nehru Marg, Bhubaneswar- 01 and includes the client’s representatives, successors and assigns.

„**Architects/Consultants**” shall mean M/s Architectural Design Cell, Bhubaneswar

„**Site Engineer**” shall mean an Engineer appointed by the Bank as their representative to give instructions to the contractors.

„**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.

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.

„**Engineer**” shall mean the representative of the SBIIMS/Architect/consultant.

„**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.

„**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 architect/ consultant “Month” means calendar month.

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

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



## **CLAUSES:**

### **Total Security Deposit**

Total Security deposit comprise of:

- Earnest Money Deposit
- Initial Security Deposit
- Retention Money

#### **a) Earnest Money Deposit:**

The tenderer shall furnish EMD of **Rs.37000/- (Rupees Thirty Seven Thousand Only)** in the form of De- mand draft or bankers cheque drawn in favour of SBI Infra Management solutions Pvt. Ltd., payable at “ Bhubaneswar” 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.

After identifying the L1 vendor EMD of unsuccessful tenderers will be refunded without interest, personally to the vendor against their acknowledgement or shall be sent to their given address within a week by post/courier on request from tenderers. 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):**

L1 vendor shall submit, 2% of awarded value of work in the form of DD/BC favouring “ State Bank of India” payable at Bhubaneswar within a period of 15 days from the date of receipt of confirmation regarding acceptance of tender and EMD obtained in the name of **SBI Infra Management Solutions Pvt. Ltd** shall be returned to them.

### **SECURITY DEPOSIT**

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). 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. Bank also may deduct total 5% of the final value of the work from Final/running bill and the ISD shall be returned to the L1 vendor. 5% of the retention money shall be paid after the defects liability period of 1 Year as specified in the contract. The retention money will be interest free.

### **ADDITIONAL SECURITY DEPOSIT**

In case L-1 bidder quotes abnormally low rates (i.e. 10% or more, below estimated project cost), the bank/SBIIMS 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.

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

## **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 /architect/consultant. The SBIIMS/ architect/consultant 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/Architect"s/Consultant"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/Architect 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 SBIIMS.





## **5.0 Ownership of drawings**

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

## **6.0 Detailed drawings and instructions**

The SBIIMS through its architects/consultants 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 each shall be for the use of SBIIMS and Architect.

## **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 /Architect, 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/Architect/Consultant 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/Architect/Consultant and their representatives necessary for inspection and examination and test of the materials and workmanship. No person unless authorized by the SBIIMS /SBI/Architect/Consultant except the representative of Public authorities shall be allowed on the work at any time. The proposed work either during its construction stage or its completion can also be inspected by the Chief Technical Examiner's organization a wing of Central Vigilance Commission.

### **14.0 Assignment and subletting**

The whole of work included in the contract shall be executed 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/Architect's instructions and shall be subject from time to time to such tests as the SBIIMS /Architect 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 Caliper & Micrometer so any measurements/ tests can be taken on sites itself.

#### **(ii) Samples**

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

#### **(iii) 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.

#### **(iv) 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/Architect 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/Architect in taking such measurements and calculation and to furnish all particulars or to give all assistance required by any of them. Such measurements shall be taken in accordance with the Mode of measurements detailed in the specifications. The representative of the SBIIMS/SBI/ Architect 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/ Architect 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/Architect shall vitiate the contract.

In case the SBIIMS /SBI/Architect 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.

### **Valuation of Variations**

No claim for an extra shall be allowed unless it shall have been executed under the authority of the SBIIMS/Architect 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.

- i) The net rates or prices in the contract shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced herein.
- ii) Rates for all items, wherever possible should be derived out of the rates given in the priced BOQ.
- b) The net prices of the original tender shall determine the value of the items omitted, provided if omissions do not vary the conditions under which any remaining items of works are carried out, otherwise the prices for the same shall be valued under sub clause (c) hereunder.
- c) Where the extra works are not of similar character and/or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items or works are carried out, then the contractor shall within 7 days of the receipt of the letter of acceptance inform the 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.
- d) Where extra work cannot be properly measured or valued the contractor shall be allowed day work prices at the net rates stated in the tender of the BOQ or, if not, so stated then in accordance with the local day work rates and wages for the district; provided that in either case, vouchers specifying the daily time (and if required by the 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.
- e) It is further clarified that for all such authorized extra items where rates cannot be derived from the tender, the contractor shall submit rates duly supported by rate analysis worked on the "market rate basis" for material, labour, hire/running charges of equipment and wastages etc. 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.

### **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/Architect 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.

### **Insurance of Works**





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/Architect the policy of insurance and the receipts for payment of the current premiums.

#### **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.

#### **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.

### **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/Architect in this behalf.

### **Third Party Insurance**

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.

#### **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/Architect the policy or policies of insurance cover and receipts for payment of the current premiums.

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.

### **Accident or Injury to Workmen**

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.



#### 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 sub-contractor 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.

#### 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.

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/work order 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 **Two calendar month ( 60 days) from the date of commencement**. If required in the contract or as directed by the SBIIMS/Architect, the contractor shall complete certain portions of work before completion of the entire work. However the completion date shall be reckoned as the date by which the whole work is completed as per the terms of the contract.



## **28.0 Extension of Time**

If, in the opinion of the Architect/Consultant, the work be delayed for reasons beyond the control of the contractor, the Architect/Consultant may submit a recommendation to the SBIIMS 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/Architect. Should the rate of progress of the work or any part thereof be at any time be in the opinion of the SBIIMS /SBI/Architect 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 works 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/Architect, 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/Architect. 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/Architect 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 Architect 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 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.

### **Suspension of work**

- i) The contractor shall, on receipt of the order in writing of the SBIIMS/SBI/Architect (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.

### **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 Architect/Consultant shall be conclusive evidence) and in which case the security deposit of the contractor shall be forfeited and be absolutely at the disposal of SBIIMS.
- 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/Architect 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 Architect/Consultant/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.

### **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 Architect/ Consultant that the said materials were condemned and rejected by the Architect/ Consultant under these conditions; or has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this contract to be observed and performed by the contractor for seven days after written notice shall have been given to the contractor to observe or perform the same or has to the detriment of good workmanship or in defiance of the SBIIMS /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.

### **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 endeavour 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.
- SBI/MS/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. SBI/MS/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/MS/SBI and contractor.

### **Settlement of Disputes and Arbitration**

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

- i) If the Contractor considers that he is entitled to any extra payment or compensation in respect of the works over and above the amounts admitted as payable by the authorized person of SBI/MS/SBI 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 respective Circle/Vice President, SBI/MS, of respective Circle Office, 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 Vendor shall not be entitled to raise any claim nor shall the SBI/MS/SBI 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 V.P of respective Circle, SBI/MS, of respective Circle Office, in the manner and within the time as aforesaid. The Vendor shall be deemed to have waived and extinguished all his rights in respect of any claim not notified to the respective Circle/Vice President, SBI/MS, of respective Circle Office, in writing in the manner and within the time aforesaid.
- ii) The Circle/Vice President, SBI/MS, of respective Circle Office, 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 Circle/Vice President, SBI/MS of respective Circle Office, submit his claims to the conciliating authority namely the Circle Development Officer of respective Circle /C.O.O. SBI/MS, Head Office, Raheja Chambers, Free Press Journal Marg, Mumbai. for conciliation along with all details and copies of correspondence exchanged between him and the SBI/MS.



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 Chief General Manager/M.D. & C.E.O. of the SBIIMS for appointment of an arbitrator to adjudicate the notified claims falling which the claims of the Contractor shall be deemed to have been considered absolutely barred and waived.

iv) Except where the decision has become final, binding and conclusive in terms of the contract, all disputes or differences arising out of the notified claims of the Contractor as aforesaid and all claims of the SBI/SBIIMS shall be referred for adjudication through arbitration to the Sole Arbitrator appointed by the Chief General Manager/ M.D. & C.E.O. and who will be an officer not less than the rank of Deputy General Manager of SBI/SBIIMS . If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid by the said Chief General Manager /M.D. & C.E.O. of the SBIIMS Such person shall be entitled to proceed with the reference from the stage at which it was let by his predecessor.

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

It is also a term of this contract that no person other than a person appointed by such Chief General Manager/M.D. & C.E.O. of the SBIIMS as aforesaid should act as arbitrator.

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

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 Cost of the reference and of the award 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 (Not Applicable)**

### **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/Architect/Consultant whenever desired by them. The contractor shall also maintain the records/registers as required by the local authorities/Government from time to time.

#### **Force Majeure**

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.

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.

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.

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.

#### **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.



## **TECHNICAL SPECIFICATIONS**

### **VARIBLE REFRIGERANT FLOW AIR-CONDITIONING SYSTEM**

#### **1. OBJECTIVE OF THE SPECIFICATION**

This specification is intended to cover the Supply, Installing, Testing, Commissioning and delivery of duly packed for transport to site, for Air-conditioning work as specified herein after for the proposed Building.

The scope of the specification also includes the complete erection, final check-up, testing and commissioning at the site of the air-conditioning equipments to be supplied under this specification.

#### **2. GENERAL INFORMATION**

Purchaser has proposed to install the VRF air cooled type air-conditioning system for air-conditioning of the Office building.

##### **2.1 BASIS OF DESIGN**

###### OUTSIDE DESIGN CONDITION

SUMMER : 43.0 Deg C DBT

INSIDE DESIGN CONDITION :

24 ± 2° C DBT, around 55% RH.

Occupancy : Normal .

##### **2.2. REFRIGERATION LOAD & SCHEME OF UNITS**

#### **3. SCOPE OF WORK**

The scope of this Section comprises the Supply, installation, testing and commissioning of Variable Refrigerant flow (VRF) system with DC Inverter based HSS Scroll Compressors and BLDC motor only. There shall not be any fixed speed compressor. The ODU shall be connectable to multiple indoor units as per specification. Outdoor unit shall be factory assembled weather proof casing constructed from heavy gauge mild steel panels & shall have all DC Inverter HSS Scroll Compressor in each module.

##### **3.1 VARIABLE REFRIGERANT FLOW (VRF) SYSTEM**

###### **TYPE**

Units should be DC Inverter Technology based Variable Frequency Driven VRF air-conditioners with air-cooled outdoor units, which shall be capable of cooling & heating as per individual or season requirement suitable for operation on 380~415V, 3 Phase, 50 Hz AC electric supply.



The outdoor units shall consist of one/multiple modules with single circuit of refrigerant piping and multiple indoor units of various types & capacities. Each indoor unit should have capability to cool independently for the requirement of particular area & also as per seasonal weather changes.

The indoor unit on any circuit can be different type & capacity and also controlled individually.

## **GENERAL**

Indoor units & outdoor units shall be factory assembled, tested and filled with first charge of R 410A refrigerant only before delivering at site & should be suitable for operation on 380V- 415V, 3 Phase, 50 Hz AC electric supply for outdoor unit and 220 ~ 240 V, 1 Phase, 50 Hz for Indoor unit.

Units should be air cooled type, DC Inverter Technology based variable frequency driven VRF type air conditioner consisting of outdoor units and multiple indoor units, each suitable to cool in summer.

All proposed outdoor unit should have minimum COP of 3.6 & 5.4 at 100% & 50% load condition respectively for Cooling as per following AHRI testing conditions.

Ambient Tem: 35 °C DBT & 24 °C WBT

Indoor Temp : 27 °C DBT & 19 °C WBT

The DC inverter technology based variable frequency driven VRF equipment should be capable enough, so that the refrigerant piping between indoor and outdoor unit shall be extendable up to 1000m with maximum height difference between outdoor & indoor unit of 90m & level difference between two indoor unit maximum up to 30m.

## **OUTDOOR UNIT**

The outdoor unit shall be a factory assembled unit housed in a sturdy weather proof casing constructed from rust-proofed mild steel panels coated with a baked enamel finish. The unit should be completely factory wired tested with all necessary controls. It should be Air Cooled type with Top Air discharge.

The System must have the following features:

It should also be provided with duty cycling for DC inverter scroll compressors capable of changing the rotating speed of compressor by DC inverter controller to follow variation in cooling loads

- i. Each outdoor unit should consist of only Inverter HSS Scroll Compressor.
- ii. ODU units with constant compressor not acceptable.
- iii. It should also be provided with duty cycling for multiple inverter compressor switching starting sequence for better stability and prolonging equipment life.
- iv. All out door unit must have Pump-out and pump-in feature so that incase of failure, refrigerant can be accommodated in indoor and outdoor unit respectively.
- v. The unit shall be provided with its own microprocessor control panel.



- vi. The outdoor unit must have the feature of Record running parameters of last 3 minutes before failure, for fault analysis & easy, faster trouble shooting.
- vii. All out door unit must have the feature of auto recharging of refrigerant.
- viii. All out door unit must have Anti Corrosive Fins in Condenser for better life.
- ix. All out door unit should have Oil recovery system.
- x. VRF system must have high Pressure oil return mechanism to feed oil directly to compressor moving parts thru a mechanical pump to ensure reliability
- xi. The machine must have a sub cooling feature so that it prevents the flushing of refrigerant from long piping due to this effect thereby achieving energy savings.
- xii. All out door unit should have Auto Backup function.
- xiii. No de-ration of Outdoor unit up to 39 deg C on cooling mode.
- xiv. System designed to operate from 342 V to 456 V
- xv. PCB cooling system should be reliable to operate up to 50 deg ambient
- xvi. VRF system should have dual sensing technology for Temperature and Pressure
- xvii. Smart Load control for Power saving which makes auto adjustment of refrigerant flow thru Evaporator coil as per ambient condition and inside load variation
- xviii. Surge protection from 342 V to 504 V
- xix. Capable of operation up to 51° C ambient.

## **COMPRESSOR**

The compressor shall be of highly efficient hermetic HSS scroll type and equipped with DC INVERTER capable of variable frequency drive with capacity modulation.

## **HEAT EXCHANGER**



The heat exchanger shall be constructed with copper tubes mechanically bonded to aluminum fins to form a cross fin coil. The aluminum fins shall be covered by anti-corrosion resin film. Outdoor unit Condenser should have Al fins with Anticorrosive coating. This anticorrosive coating should have tested in accordance with ISO21207 Test Method B of Salt Spray Test. OEM need to submit this test report along with Techno-commercial offer.

## **REFRIGERANT CIRCUIT**

The refrigerant circuit shall include an accumulator, liquid and gas shut off valves and a solenoid valves.

All necessary safety devices shall be provided to ensure the safety operation of the system.

## **SAFETY DEVICES**

The following safety devices shall be part of the outdoor unit;  
High Pressure Switch, Low Pressure Switch, Fan Motor Safety Thermostat, Inverter Overload Protector, Over Current Relay, Fusible Plugs, Fuses.

## **OIL RECOVERY SYSTEM:**

Each unit shall be equipped, with an oil separator to ensure stable operation with long refrigerant piping.

## **INDOOR UNIT:**

### **GENERAL**

The Indoor unit shall be Ceiling suspended type or other as specified in BOQ.  
These units should be suitable for operation on 220V-240V, Single Phase, 50 Hz AC electric supply.  
These units shall have electronic control valves to control refrigerant flow rate in response to load variation in the room.  
The address of IDU shall be set automatically in case of individual and group control.  
The IDU shall be basically a 4 Way Cassette unit suitable for Ceiling suspended type mounting arrangement. Each unit shall have Cooling coil, Blower, Filter, BLDC Motor, inbuilt drain pump (for Cassette AC only) and accessories. All the IDUs installed to have individual Cordless Remote controls.

Indoor unit shall have cleanable type filter to an integrally molded plastic frame. The filter shall be slide away type and neatly inserted.

It shall be possible to clean the filters either with compressed air or water.  
The Cooling coil shall have Aluminum fins and copper tubes. The Fan section shall be dual suction, aerodynamically designed & balanced turbo, multi blade type blower to ensure low noise and vibration free operation and having multiple speed motor. The fan shall be direct driven type, mounted directly on motor shaft having support from housing. The Cassette units to have Automatic drain pump.

## **Y-JOINTS**



Supply & installation of the Y- Joints separation refrigeration pipe joints and headers in the appropriate orientation to enable correct distribution of refrigerant. The distribution joints should be factory insulated with pre-formed section of Expanded polystyrene/Equivalent.

### 3.2 REFRIGERANT PIPING

Refrigerant piping for the air-conditioning system shall be up to 19.1mm dia. of soft seamless copper tubes & for above 19.1 mm diameter the pipe material shall be of hard seamless copper tubes with pipes material being hard drawn copper pipe.

Before joining any copper pipe or fittings, its internals shall be thoroughly cleaned by passing a clean cloth via wire or cable through its entire length. The piping shall be continuously kept clean of dirt etc. while constructing the joints. Subsequently it shall be thoroughly blown out using nitrogen gas.

After completion of installation of the refrigerant piping, the piping system shall be pressure tested using nitrogen gas at a suitable pressure as specify by OEM (Original Equipment Manufacturer). Pressure shall be maintained in the system for 48 hours. The system shall then be evacuated to a vacuum of not less than 700 mm Hg and held for minimum 24 hours.

The suction line pipe size and the liquid line pipe sizes shall be selected according to the manufacturer's specified diameter. All refrigerant pipes shall be properly supported and anchored to the building/structure using steel hangers, fastener, brackets and supports which shall be fixed to the building/structure by means of inserts or expansion shields or anchor fasteners of adequate size and number to support the load imposed thereon.

The refrigerant piping should be laid in core cut in the floors in such a way that it should not distort the interior of the room, wherever the refrigerant pipe has to be laid across the room, it should be laid in a concealed manner by making appropriate boxing arrangement matching with the interior of the room. All associated minor Civil Engineering works (like chasing on wall, ceiling & replastering and repainting etc.) related with the above items are included in the scope of work.

**All exposed copper pipes have to be covered by 24 G GI sheet.**

Entire liquid and suction refrigerant pipe lines including all fittings, valves and strainer bodies etc. Shall be insulated with 19mm/ 13 mm thick Nitrile rubber as specified in BOQ.

### 3.6 DRAIN PIPING

G.I. /PVC Condensate Drain Pipe in the drain point of Indoor Units shall be provided.



#### 4.0 Technical Data Sheet

- i. The below Technical Data Sheet for VRF Outdoor & indoor units to be filled & should be certified by the OEM & submitted
- ii. Technical data sheet should be attached for each capacity of outdoor & indoor units separately (i.e. 3 sheets for outdoor + 7 sheets for indoor).

##### A) VRF Outdoor Technical Data Sheet

Details of Technical Requirement	To be filled up by Bidder
Model	
Combination of Base Model	
Cooling Capacity at AHRI (35 Deg C DBT & 24 Deg C WBT / Indoor Temp. 27 Deg C DBT & 19 Deg C WBT.)	
Total Power Consumption at above condition (KW)	
COP (AHRI) at 100% load	
Overall Dimension (w x d x h in mm)	
Net weight (kg)	
Type of Refrigerant	
Number of Accumulator	
Type of Expansion Valve	
Type of Compressor	
Make of compressor	
Compressor quantity	
Anti-Corrosion treatment to fin in addition to Hydrophilic coating at factory end (Yes/No)	
Maximum ambient Temperature at which Outdoor can function	





## B) VRF Indoor Unit Technical Data Sheet:

Details of Technical Requirement	To be filled up by Bidder
Model	
Type of VRF Indoor	
Combination of Base Model	
Nominal Cooling Capacity (KW)	
Input Power (KW)	
Overall Dimension (w x d x h in mm)	
Net weight (kg)	
Sound pressure level (db A) (Min & Max)	
Air Flow (CFM) in high / med / Low	
Factory Fitted inbuilt Drain Pump (Yes/No)	

**Note:** The vendor should be ensured that they will provide immediate company based service here at Bhubaneswar. Tender should be submitted by the Vendors having authorisation by the OEM. The Vendor should qualify the Technical bid & the lowest bidder will be declared after e-reverse auction. The rate should be quoted against each item as mentioned in BOQ and GST as per works contract will be paid extra on total amount (i.e. A+B). No advance is permitted in any case. The payment will be made only after successful execution, installation & commissioning of the entire work.

## 5.0 List of Approved Manufacturers of AC Machines & materials :

### (A) VRF Machines:

1. Mitsubishi Electric & Heavy
2. LG
3. Daikin
4. Blue star
5. Voltas
6. Toshiba
7. O'General



**8. Carrier**

**9. Hiatchi**

**10. Trane**

**(B) Accessories:**

- i. Copper pipes - Mandev, Nippon, Ravi Tubes, Rajco**
- ii. Wires & Cables - Finolex, KEI, Polycab**
- iii. GI sheet - SAIL, TATA, Jindal**
- iv. Cpvc - Supreme, Oriplast, Astral**
- v. Anchoring - Hilti, Ebco, Fischer**
- vi. Refrigerants - Stallion(Former Honeywell), Chemours (Former Dupont)**

**Important: Please Tick (-/) the make of materials considered.**



## **LETTER OF UNDERTAKING**

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

To,

The Circle Head  
Circle Office,  
SBI Infra Management Solutions Pvt. Ltd.,  
SBI Local Head Office, 4Th Floor,  
III/1 Pandit Jawaharlal Nehru Marg,  
Bhubaneswar- 751001

Dear Sir,

### **TENDER FOR AIR-CONDITIONING WORKS AT FOURTH FLOOR SBILD, PAHALA**

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

### **MEMORANDUM**

(a)	Description of work	Air-Conditioning works at 4 <sup>th</sup> Floor, SBILD, Pahala
(b)	Earnest Money	<b>Rs.37,000/- (Rupees Thirty Seven thousand Only)</b> by means of Demand Draft / Pay Order from any scheduled Nationalized Bank drawn in favour of " <b>SBI Infra management Solutions Pvt. Ltd.</b> " and payable in " <b>Bhubaneswar</b> ".
(c)	Time allowed for completion of work from the date of issue of work order.	60 Days from the date of commencement.

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 they may be applicable or in default thereof to forfeit and pay to SBIIM, the amount mentioned in the said conditions.

I/we have deposited Demand Draft / Banker's Cheque / FDR for a sum of **Rs.37000/- (Rupees Thirty**



**Seven Thousand Only)** as Earnest money deposit with the SBI. Should I/we do fail to execute the contract when called upon to do so, I/we hereby agree that this sum shall be forfeited by me/us to SBI

We understand that as per terms of this tender, the SBIIMS may consider accepting our tender in part or whole or may entrust the work of Air-conditioning work (i.e. SBILD, Pahala, 4th Floor) in phases. We, therefore, undertake that we shall not raise any claim / compensation in the eventuality of Bank deciding to drop any of the items from the scope of work of this tender at any stage during the contract period. Further, we also undertake to execute the work entrusted to us in phases on our approved rates and within the stipulated time limit without any extra claim for price escalation.

As when ask by the SBIIMS/Bank, I/we shall submit the supporting technical data sheet, specification and make of the items as per the BOQ.

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

Yours faithfully,

Signature of contractor  
With Seal



#### **A. CHECKLIST OF DOCUMENTS TO BE SUBMITTED AT OUR OFFICE**

- i) Payment receipt of the Tender processing fee.
- ii) Earnest Money Deposit (EMD)
- iii) Letter of Undertaking in company letter head duly signed and stamped by authorize representative.
- iv) All necessary documents & proof in supporting of clause 3 (a), (b), (c) & (d) of eligibility criteria mentioned in the tender.
- v) Technical data sheet for both indoor and outdoor units duly filled & certified by OEM along with list of approved material



S.No.	Description	Qty.	Unit	Rate in Rs.	Amount in Rs.
	<b>PART-A</b>				
1	Supply, Installation, Lifting, Shifting, Testing & commissioning of Full Inverter VRF System with Modular type outdoor units (Top Discharge) , all scroll DC Inverter compressors for Cooling & Heating applications along with different types of indoors compatible with VRF ODUs with R 410 A . All inverter capacity controlling compressors shall be suitable for 3 Phase, 50 Hz.. The outdoor should be with 'corrosion resistant' heat exchanger with a black coating or equivalent along with hydrophilic coating to shield it from Salt, Sand & other elements brought in by the air. There should be no derating at 39 Degree Celsius and capable to work upto 53 Degree Celsius. All proposed outdoor unit should have minimum COP of 3.6 at 100% load condition for Cooling in standard AHRI test conditions (Ambient DBT- 35 Deg C, Inside DBT 27 Deg C/WBT 19 Deg C). All VRF Outdoor units should be with copper condensor only and fixed with proper anchoring on the masonry base & bracket constructed before by the AC contractor on terrace and complete in all respect.				
A)	Out Door Units details (TOP Discharge )				
i	20 HP Top Discharge ODU	4.0	Nos		
ii	16 HP Top Discharge ODU	1.0	Nos		
iii	12 HP Top Discharge ODU	1.0	Nos		
2	Supply, Installation, Testing & Commissioning of the VRF Indoor units suitable for operation on 220V-240V, Single Phase, 50 Hz AC electric supply and shall with washable Filters, BLDC motors. & with all fixing accessories.				
i	1.25 TR Hi Wall Split AC ( cfm- 440)	13.0	Nos		
ii	1.5 TR Hi Wall Split AC (cfm-530)	8.0	Nos		
iii	2.0 TR Hi Wall Split AC (cfm- 630)	3.0	Nos		
iv	2.0TR 4-Way cassette (cfm- 670)	6.0	Nos		
v	3.0TR 4-Way cassette (cfm- 950)	6.0	Nos		
vi	4.0TR 4-Way cassette (cfm- 1200)	2.0	Nos		
vii	4.5TR 4-Way cassette (cfm- 1350)	4.0	Nos		
3	Supply, Installation, Testing & Commissioning of the ancillary items.				



i	Y-Joints/Refnet /Copper Joints Supply & installation of Y-Joints/separation refrigeration pipe joints and headers in the appropriate orientation to enable correct distribution of refrigerant. The distribution joints should be factory insulated with pre-formed section of Expanded polystyrene/ Equivalent.	40.0	Nos		
ii	Out door unit connectors	4.0	Nos		
iii	Cassette AC Panel ( Grill)	18.0	Nos		
iv	Cordless Remote Controller with Holder	20.0	Nos		
	<b>Sub Total of Part - A</b>				
	<b>PART -B</b>				
5	Supply, Installation, testing and commissioning of copper refrigerant piping for the above indoor and outdoor units copper piping shall be properly supported and it shall include the cost of all the fitting, insulation, Aluminium foil and all required fittings, joints etc. as per drawings of the following sizes (the insulation shall be 13/19mm thick closed).				
	Copper pipe with 13/19 mm thick insulation 'o' class				
i	6.35 mm dia with 13/19 mm thick insulation 'o' class	130.00	Mtr		
ii	9.53 mm dia with 13/19 mm thick insulation 'o' class	50.00	Mtr		
iii	12.7 mm dia with 13/19 mm thick insulation 'o' class	50.00	Mtr		
iv	15.8 mm dia with 13/19 mm thick insulation 'o' class	105.0	Mtr		
v	19.05 mm dia with 13/19 mm thick insulation 'o' class	100.0	Mtr		
vi	22.2 mm dia with 13/19 mm thick insulation 'o' class	90.00	Mtr		
vii	28.6 mm dia with 13/19 mm thick insulation 'o' class	60.00	Mtr		
viii	31.8 mm dia with 13/19 mm thick insulation 'o' class	10.00	Mtr		
ix	38.1 mm dia with 13/19 mm thick insulation 'o' class	30.00	Mtr		
x	41.3 mm dia with 13/19 mm thick insulation 'o' class	20.00	Mtr		
6	Providing and fixing control cum transmission wiring of FR PVC insulated 2 coreX.75 Sq mm FR PVC insulated copper cable in suitable steel conduits between indoor and outdoor units etc as required	700.00	Mtr		
7	Supply, fixing and testing of UPVC/ CPVC drain pipes with 6 mm nitrile rubber insulations complete with supports as per drawings and specifications of below				
i	25mm inner dia	25.0	Rmt		
ii	32mm inner dia	200.0	Rmt		
iii	40mm inner dia	35.0	Rmt		
8	Providing and fixing of galvanised stainless steel slotted tray for expose copper piping on terrace & in shaft if open for the safety of nitrile insulations over copper				
i	300mmx50mm X 1.6mm	20.00	Rmt		
9	Gas Charging (R-410 A Gas)	55.00	KG		
10	<b>Non VRF Design For UPS/BATTERY/PANEL</b>				



i	Supplying, installation & commissioning of 1.0 TR Inverter Hi Wall Split AC 3 star rating with copper condenser including fixing out door unit with stand/bracket on wall at any level or preparation of masonry base on terrace as required (For ups/server)	2.0	Nos		
ii	Timer for Split AC (For 4th Floor- UPS / Server)	1.0	Nos		
	<b>Sub Total of Part - B</b>				
	<b>Grand Total Amount in Rs. (A+B) excluding GST</b>				
	<b>Note:</b>				
1	<b>Comprehensive warranty one year from the date of commissioning of all the air-conditioning systems (VRF &amp; HWS) to be given by the vendor. No extra cost will be borne by the Bank towards any requirement by this period. All scaffoldings require for VRF &amp; HWS machines, cables etc. will be done by the AC contractor.</b>				
2	<b>The quoted rate should be inclusive of materials, labour, wages, fixtures, transportation, installation, all taxes (excluding GST), wastage's, Octroi, Insurance, machinery, temporary works such as scaffolding, cleaning, overheads, profit, statutory expenses, incidental charges and all related expenses to complete the work. GST shall be paid extra as applicable</b>				
3	<b>The contractor should work according to the final layout and in close co-ordination with interior and electrical Work. The SBIIMS/Bank has discretion to drop any of the items (low side works) from the scope of work at the time of execution and as per the site requirements. Vendor has to take the confirmation from before placing the final order.</b>				