**NIT NO: PRE20220911**
**14.09.2022**

**P&E DEPARTMENT**
**STATE BANK OF INDIA, LHO, CHENNAI**

**NOTICE INVITING ITEM-RATE TENDER**
**FOR**
**PROPOSED AIR-CONDITIONING (PACKAGE UNIT) WORKS AT SBI (5th to 8th FLOOR ONE WING) AT LHO CHENNAI**

- **ALL THE BIDDERS SHOULD HAVE DIGITAL SIGNATURE WITH ENCRYPTION.**
- **TENDER DOCUMENTS ARE TO BE SUBMITTED ONLINE ONLY. TENDER IS NOT REQUIRED TO BE SENT / SUBMITTED TO US IN HARD COPY.**

**Name of The Tenderer:** ……..

**Address** ……..

……..

……..

 Signature of the tenderer

## NOTICE INVITING TENDER

State Bank of India, Local Head Office, Chennai invites **Item rate tender** from the empaneled Contractors for **PROPOSED AIR-CONDITIONING (PACKAGE UNIT) WORKS AT SBI (5th to 8th FLOOR ONE WING) LHO CHENNAI**
The brief details of NIT are as under:

| | | |
|---|---|---|
| 1. | Name of the Work | PROPOSED AIR-CONDITIONING (PACKAGE UNIT) WORKS AT SBI (5th to 8th FLOOR ONE WING) AT LHO CHENNAI |
| 2. | Eligibility of the contractor | Contractors empaneled with SBI, LHO, Chennai for Air-Conditioning works costing upto Rs 50 lakhs and above only are eligible to apply |
| 3. | Earnest Money Deposit. (EMD) | **Rs.40,000/-** (Rupees Forty Thousand only) - DD or Banker's Cheque in favour of "State Bank of India Payable at Chennai". |
| 4. | Time of Completion of the Work | **90 (Ninety) DAYS from the date of PO or handover of the site whichever is earlier** |
| 5. | Date of download of tender documents from e-tender portal **https://etender.sbi** | **From 15.09.2022 to 30.09.2022 up to 6:00 PM** |
| 6. | Last date and time for receipt of written queries for clarification (No pre-bid Meeting) | Up to 18:00 hrs on **25.09.2022** only via e-mail. Replies to the queries will be published as a Corrigendum in the e-tender portal only by 26.09.2022 |
| 7. | Last date and time for submission of online e-tender. at **https://etender.sbi** | **Date: 01.10.2022 by 3.00 P.M.** |
| 8. | Date and Time of opening of e-Tenders: (Technical Bid) The price bid of the eligible tenderers will be opened on the same day or a subsequent day and the same shall be intimated to the bidders. | **Date: 01.10.2022 at 3.10 P. M. (IST).** Technical Bid of those firms / contractors who do not submit EMD shall be rejected. |
| 9. | Address of opening of e-tender | Assistant General Manager, State Bank of India, Premises & Estate Department, 4th Floor, Local head office, Chennai 600 006 |
| 10. | EMD to be submitted at: | EMD should be **submitted physically** at above mentioned address before due date and time. |
| 11. | Initial Security Deposit | 2% including EMD. in favor of SBI, Payable at Chennai |
| 12. | Total Security Deposit | Total Retention Money shall be 3% of total Contract value and the same will be deducted at each running bill |
| 13. | Defects Liability Period | 12 Months (Twelve months) from the date of completion of the project as certified by the consultant |
| 14. | Liquidated Damages for delay in | 0.5% per week or part thereof subject to |

| | | |
|---|---|---|
| | completion of the work | maximum of 5% of total Contract value. |
| 15. | Validity of the offer | 3 (three) months from the date of opening of price bid |
| 16. | Agency for arranging online bidding. For any queries / issues with the e-tender portal, bidders to contact | e-Procurement Technologies Limited A-201/208, Wall Street – II, Nr. Gujarat College, Ellisbridge, Ahmedabad – 380006, Gujarat (INDIA)<br>e-mail:etender.support@sbi.co.in<br>E: Khushboo.mehta@eptl.in<br>nandan.v@eptl.in \| Phone: 079-68136826<br>9081000427 / 9510813528 / 6354919566 |
| 17. | **Check list of documents to be uploaded in the e-tender portal** | 1. Scanned copy of DD/BC of EMD<br>2.**DECLARATION CUM UNDERTAKING & DETAILS OF THE EQUIPMENT / MATERIALS TO BE SUPPLIED BY THE CONTRACTOR (Annexure I&II Printout** to be taken in company's letterhead, signed, sealed, scanned and uploaded)<br>3. Bidders are required to upload the NIT page numbers 1 to 48 duly signed, stamped, scanned in PDF. This will satisfy digital signing of the terms and condition of the tender by the bidder. |
| 18. | Other information | 1. This tender is an online tender. No offline / hardcopy submission.<br>2. The contractors are advised to visit site and understand the site conditions, timeline specified, tender conditions and scope of work before submission of the bid<br>3. The site is a working premises. The work shall be carried out only as per the time specified by SBI.<br>4. Lift shall not be permitted to loading / unloading materials.<br>5. Necessary security gate pass / work permit has to be obtained before commencing the work.<br>6. All safety standards shall be followed during the execution of the work<br>7. State Bank of India discourages the stipulation of any condition by the tenderers. The conditional tender shall be liable to get rejected. |
| 19. | Architect / Er. in charge Contact info (during working hours) | Ar.K.Vijayananth, Senior Architect, PNP, vijya@paparchitect.com,<br>Er.K.Sathyakumar, Deputy Manager, PNP, Cell: 860 869 2323 |
| 20. | Er. in charge Contact info (during working hours) | Manager Electrical, SBI, LHO – 044 28308415 / 8404 |

SBI reserves its right to accept any or to reject all the tenders in part or whole without assigning reasons thereof and no correspondence shall be entertained in this regard.

Assistant General Manager (Premises & Estate)



Signature of the tenderer

## INSTRUCTIONS TO TENDERERS

1. Submission of BIDs/Tender documents : The Tenders should be submitted online in the website https://etender.sbi through M/s. e-Procurement Technologies ltd, the service provider approved by the Bank for e-tendering. The **TENDER IS NOT REQUIRED TO BE SENT / SUBMITTED TO US IN HARD COPY.**

2. The list of documents as required shall be scanned and uploaded in the online portal

3. The tenderer must obtain himself on his own responsibility and expenses, all information and data which may be required for the purpose of filling this tender document. The Tenderer is requested satisfy himself regarding the site conditions, transport and communication facilities, 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. Rate quoted shall be excluding GST and the same shall be paid extra over & above the actual value of work, as applicable at the time of interim/final bill payment. All the contractors are advised to quote rates excluding GST component.

5. The successful tenderer shall be bound to accept the offer within 7 days of LOI in writing.
6. If the offer is accepted, the contractor has to commence the work at the site immediately or when the site is handed over whichever is earlier.

7. Work shall be completed in all respect within the stipulated project duration from the date of award of work or handing over of site whichever is later. Time is the essence of contract. Delay in completion shall lead to invoking appropriate penalty clause as per Bank's extant guidelines.

8. Contractors should ensure strict adherence to the tender specifications and shall ensure prior approvals are obtained for all the samples from the Engineer In charge before commencement of any work. Bill/invoice copies justifying basic rates of materials used shall be produced before installation.

9. The quantity specified in the schedule is only approximate and may vary on either side according to site conditions. However, no item shall be executed exceeding the estimated quantity without prior approval from Engineer In charge.

10. The payment shall be made based on actual measurement after satisfactory verification & completion of items of work.

11. Specification of relevant clause of NBC/CPWD shall be the baseline requirement to execute the items of the work.

12. Contractor shall ensure safety of premises, occupants & workers. Any damages caused by the negligence of contractor while execution should be restored & made good by the contractor at his own cost and risk.



Signature of the tenderer

13. The Tenderer will submit their Tender after carefully examining the whole of the Tender documents, conditions of Tender, Conditions of Contract, drawings, specifications, and bill of quantities after inspecting the site.

14. Canvassing in connection with Tender is strictly prohibited and Tender submitted by the Contractors who resort to canvassing are liable to be rejected.

15. Tenders not fulfilling any or all of the conditions prescribed or which are incomplete are liable to be rejected. Bank reserve the right to accept, Split or reject any tender in whole or in part without assigning for any reason.

16. Any discrepancies, omissions, ambiguities in the Tender documents should be intimated to the Bank / Architects and the same will be replied by next working day. Queries will be reviewed and where information sought is not clearly indicated (or) specified the Consultants will issue a clarification to all the Tenders, which will become part of the Contract document.

17. All pages of the Tender documents should be signed and stamp affixed by the Successful Tenderer and only the successful tenderer should submit the Hard copies of Technical and Price bid at SBI office..

18. No part of the bill of quantities (or) drawing should be deleted.

19. Bank also reserves the right to divide and distribute the work, floor wise/ section wise/ item wise and trade wise and this may please be noted by the Tenderer. In such cases the decision will be solely at the discretion of Bank in consultation with Architects, including that of assignment of works. Tenderers are advised to ensure strict observance of commercial aspect of this Tender.

20. The successful Tenderer shall furnish a list of his relatives working with SBI along with their designations and addresses.

21. No employee of SBI is allowed to work as a Contractor for a period of 2 years from his retirement from the service under SBI without the previous permission of SBI. The Contract (awarded) is liable to be cancelled if either the Contractor or any of his Employees is found at any time to be such a person who had not obtained the permission, as afore said before submission of Tender, or engagement in the Contractor service.

22. **Defects liability Period**: 12 months from the date of 'Virtual Completion' certified by the Client/ Architect.

**Assistant General Manager(P&E)**

**Signature of the Tenderer**
**with seal**: **Address:**
**Date:**

## GENERAL CONDITIONS OF CONTRACT

**1.0 DEFINITIONS:**

"Contract" means the documents forming the Tender and the acceptance thereof and the formal Agreement executed between State Bank of India (Client) 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 / Client and all these documents taken together shall be deemed to form one Contract and shall be complementary to one another.

**1.1** In the Contract, the following expressions shall, unless the context otherwise requires, have the meaning hereby respectively assigned to them.
'SBI / Bank / Employer' shall mean The Assistant General Manager, State Bank of India, Premises & Estate Department, 4th Floor, Local head office, Chennai 600 006 and includes the Client's representatives, successors and assigns.

Architects/ Consultants' shall M/s.Pithavadian and Partners, 10, Murugappa Road, Kotturpuram, Chennai - 600 085

1.1.1 'Site Engineer' shall mean an Engineer appointed by the Architect/ Client as their representative to give instructions to the Contractors.

1.1.2 'The Contractor/Vendor' shall mean the individual or firm or company whether incorporated or not, undertaking the works and shall include legal personal representative of such individual or the composing the firm or company and the permitted assignees of such individual or firms of company.

1.1.3 The expression 'Air-Conditioning work more fully described in BOQ and Drawings and the permanent or temporary work described in the "Scope of work" and / or to be executed and recorded in accordance with the Contract and shall include all extra and or additional or altered or substituted items of works as required and required for the performance of 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.

1.1.4 'Engineer' shall mean the representative of the Architect/Consultant.

1.1.5 'Project Engineer' shall mean the representative of Contractor who will present at site and available at all times while the work is in progress for day to day supervising the works.

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

1.1.7 '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

1.1.8 “Month" means calendar month.

1.1.9 "Week” means seven consecutive days.

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

1.1.11 “The Contract Price/Project Cost” means the price payable to the Vendor under the Contract for the full and proper performance of its contractual obligations.

1.1.12 “The Equipment/Product” means all the Air conditioners along with the accessories which the Vendor is required to supply to the Bank under the Contract.

1.1.13 “The Works/Project” shall mean the works to be executed or done under this contract.

1.1.14 “The Project Site” means locations where the ACs are to be supplied and installed and services as desired in this tender document are to be provided.

1.1.15 “The Schedule of Quantities/BOQ” shall mean the schedule of quantities as specified and forming part of this contract.

Words importing persons include firms and corporations. Words importing the singular only, also include the plural and vice verse where the Context requires.

**CLAUSE**

**1.0. LANGUAGE**

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

**2.0 ERRORS, OMISSIONS AND DISCREPANCIES**

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

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

ii) Between the written or shown description or dimensions in the drawings and the corresponding one in the specification the former shall be taken as correct.

iii) Between written description of the item in the specifications and descriptions in bills of quantities of the same item, the former shall be adopted.

a) In case of difference between rates written in figures and words, the rate in words shall prevail.

b) Between the duplicate/ subsequent copies of the Tender, the original Tender shall be taken as correct.

**3.0 SCOPE OF WORK:**

The detailed scope of the work is given in the BOQ .

The Contractor shall carryout, complete and maintains the said work in every respect in strictly accordance with this Contract and with the directions of and to the satisfaction of

the Client to be communicated through the Architect/ Consultant. The 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 Architects/ 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 any substitution of any other materials therefore the removal and/ or re-execution of any work executed by him. The dismissal from the work of any person employed/ engaged thereupon.

4.0 **BID PREPARATION**:

4.1 The Bidder is advised to inspect the site and satisfy himself on his own responsibility and his own expenses all the following information and other necessary data, particulars which may be required for the purpose of preparation and submission of their bids:

i) The location of indoor and outdoor units of the proposed ACs
ii) Required civil work like making opening in the wall,
iii) feasibility for laying the refrigerant pipes and its route
iv) Availability of drain water point at the site
v) Availability of Power near the proposed AC location
vi) Security gate pass requirements
vii) Storage space for the new ACs
viii) Permissible working hours at the site
ix) any other adverse conditions or hindrance to the installation
x) Any demo or presentation is required by Bank before installation
xi) traffic regulations, law & order situations in the area
xii) Whether AC has to be installed in coordination with other agencies like interior etc

4.2 The Bidder will be fully responsible for considering the financial effect of any or all the above factors while submitting his Bid. The Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder regardless of the conduct or outcome of the bidding process.

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

5.0 **CLARIFICATION /AMENDMENTS AND CORRIGENDUM:**

5.1 Bidder requiring any clarification of the bidding document may notify us in writing at the address/by e-mail given in the NIT within the date/time mentioned.

5.2. The clarifications to the queries received or amendments in the tender will be posted on the Bank's website and e-tender portal as a corrigendum/Addendum. No individual communication will be conveyed to the Bidders. The interested parties/Bidders are advised to check the above website regularly till the date of submission of Bid document and ensure that clarifications / amendments issued, if any, have been taken into consideration before submitting the Bid. Such amendments/clarifications, if any, issued by the Bank will be binding on the participating Bidders. SBI will not take any responsibility for any such omissions by the Bidder. SBI, at its own discretion, may extend the deadline for submission of Bids in order to

allow prospective Bidders a reasonable time to prepare the Bid, for taking the amendment into account.

5.3 Depending upon the site conditions and the Bank's requirements, a pre-Bid meeting, if required, will be held on the date and time specified in the tender which may be attended by the interested Bidders or their representatives and get their queries clarified.

5.4. SBI reserves the right to amend, rescind or reissue the tender, at any time prior to the deadline for submission of Bids.

5.5. No request for change in commercial/legal terms and conditions, other than what has been mentioned in the tender or any addenda/corrigenda or clarifications issued in connection thereto, will be entertained and queries in this regard, therefore will not be entertained.

5.6. Queries received after the scheduled date and time will not be responded/acted upon.

6.0 **EARNEST MONEY DEPOSIT (EMD):**

6.1 The Bidder shall submit, as part of its Bid, an EMD as stipulated in the form of Demand Draft or Banker's Cheque in favour of "SBI" drawn on any Bank in India and payable in Chennai

6.2 EMD in any other form other than as specified above will not be accepted. Bid not accompanied by the EMD as above shall be rejected.

6.3 No interest will be paid on the EMD.

6.4 The EMD of the unsuccessful Bidder shall be refunded soon after the decision to award the contract is taken.

6.5 EMD of successful Bidder will be retained as a part of security deposit. EMD will be returned by M/s SBI after submission of ISD.

6.6 The EMD shall stand absolutely forfeited :-

a. if the finally selected bidder revokes his Bid at any time during the period when he is required to keep his Bid open for acceptance by the SBI

(or)

b. after the bid is accepted by SBI, the vendor fails to enter into a formal agreement with the Bank

(or)

c. the bidder fails to pay the initial security deposit as stipulated

(or)

d. the bidder fail to supply the ACs or complete the works within the stipulated time.

6.7 If the tendering process is delayed for any reason, the Bank will insist on the revalidation of the DD and the bidder has to get it revalidated and submit again.

7.0 **BID SUBMISSION**

7.1 Only those bidders satisfying the eligibility criteria given in the NIT need to apply. Tenders should be submitted online in the website https://etender.sbi. Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. The server time (which is displayed on the e-tender portal dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission. Bidder will be responsible for any delay due to other issues.

7.2 The bidders should submit their bids online with their valid digital certificate, which confirms that the bidders have read and understood the tender terms and conditions. Claiming ignorance of all the terms and conditions in this tender either before or after the PO is issued or during the progress of the work will not be accepted.

7.3 The bidder shall submit the documents enlisted in the checklist in the NIT in the softcopy format. ie scanned copy of the documents either in PDF or JPEG format as required. The SBI will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.

7.4 The documents submitted online in the Technical Bid should NOT contain any price information. Such Bid, if received, will be rejected.

7.5 The bidder shall submit his quotes online through the PRICE BID in the e-procurement portal. The price bid will be opened only if the Bid is unconditional and the bidder qualifies as per eligibility criteria and meets technical specifications.

7.6 If required, SBI shall conduct e-reverse auction among the qualified bidders and the same shall be communicated to the bidders.

7.7 No claim for submission of offline bids will be entertained. Such bids will not be considered.

7.8 If any Bidder submits Bid on behalf of an OEM / brand, the same Bidder shall not submit a Bid on behalf of another OEM / brand.

8.0 **PRICE BID: RATES QUOTED BY BIDDER**

8.1 The contractor shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid for the works and the rates/ amounts stated in the schedule of quantities and / or the schedule of rates and amount as provided covering all his obligations under the contract and all matters necessary for proper completion of the works expected in this document.

8.2 The rate quoted shall be firm and shall include costs of all materials, loading, transport, unloading, Installation charges, wastage of materials during execution, levies, Octroi(if applicable), local body taxes(if applicable), all type of Insurance Charges, temporary works such as scaffolding, cleaning, overheads, profit, statutory expenses, incidental charges and all related expenses to complete the work etc..

8.3 Unless otherwise provided in the Schedule of Quantities/Specifications, the rates tendered by the contractor shall be all inclusive and shall apply to all heights, lifts, leads and depths of the work and No extra charges will be paid over and above the contract amount on account of any other charges (existing or future addition) or on any other account.

8.4 The GST shall be paid extra as applicable.

8.5 Rate Revision in the contract amount is not permitted during the validity period of the contract for any reason including during the extended period, if any.

8.6 Any request for review of the price bid after the bid opening will not be entertained.

## 9.0 OPENING AND EVALUATION OF BIDS

9.1 The online Bids will be opened at the office of the AGM(P&E) in LHO, Chennai. Representatives of Bidder may be present during opening of Bids. However, Bids would be opened even in the absence of any or all the bidder's representatives.

9.2 In the two bid system, the technical bids will be opened at the scheduled time mentioned in the NIT. In case, if the date of opening is declared as nonworking day or Holiday, the bids will be opened on the next working day. The price bid of the qualified vendors will be opened on a subsequent date which will be intimated to the bidders.

### 9.3 VALIDITY OF BID

Bids shall remain valid and open for acceptance for a period stipulated in this document from the date of opening of price bid. If the Bidder withdraws his/her offer during the validity period or makes modifications in his/her original offer, which are not acceptable to the Bank, without prejudice to any other right or remedy, the Bank shall be at liberty to forfeit the EMD.

## 10.0 PRELIMINARY EXAMINATION

10.1 M/s SBI will examine the Bids to determine whether they are complete, on required formats & accompanied by supporting Documents and the Bids are conforming to all the terms and conditions of the Bidding Document without any deviations and are generally in order.

10.2 If a Bid is not conforming to the terms and conditions, it will be rejected. However, SBI will have right to demand submission of more information as required, if any of the document is partly submitted. If the bidder does not respond within the stipulated time, SBI will reject or disqualify the bid.

## 11.0 TECHNICAL EVALUATION

11.1 Only those Bidders and Bids who have been found to be in conformity of the eligibility terms and conditions during the preliminary evaluation would be taken up for further detailed evaluation. Those Bids who do not qualify the eligibility criteria and all terms during preliminary examination will not be taken up for further evaluation.

11.2 The Bank will evaluate the bids on technical & functional parameters including site or factory visit and witness demos of the system and verify functionalities, response times etc from the previous employers or users of the equipment.

11.3 During evaluation of bids, the SBI may, at its discretion ask the bidders for clarification of its bid. The request for clarification shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the bidder shall be entertained.

11.4 The tenders must be unconditional. Conditional tenders leading to unknown / indefinite liability may be summarily rejected.

## 12.0 EVALUATION OF PRICE BIDS AND FINALIZATION

12.1 Only those Bidders who qualify in Technical evaluation would be shortlisted and the online price bid submitted by the bidder will be opened.

12.2 The L1 Bidder will be selected on the basis of net total of the price evaluation as quoted in the On line bidding or Reverse Auction (if conducted).

12.3 If the final L1 bid is unreasonably low ie L1 bid is less by 10% or more of the Estimated Cost, the contractor shall submit rate analysis for the tender amount quoted by the L1 contractor.

12.4 If the L1 bidder withdraws, then the EMD will be forfeited and the tender will be re-invited. The L1 bidder will not be allowed to participate in the retendering process.

13.0 **CONTACTING THE BANK:**

13.1 No Bidder shall contact SBI or Bank on any matter relating to its Bid, from the time of opening of Price Bid to the time the Contract is awarded.

13.2 Any effort by a Bidder to influence Architect or Bank in its decisions on Bid evaluation, or contract award may result in rejection of the Bid.

14.0 **AWARD OF WORKS**

14.1 Within the validity period of the Tender the Bank shall issue a letter of acceptance either directly or through the Architect by registered post or by e-mail to the successful bidder's email id registered with the Bank/ Architect 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 SBI and the Contractor. If required, Bank will issue separate PO for the AMC of the ACs to the contractor after the completion of the warranty period.

14.2 Bank reserves the right at the time of award of contract to increase or decrease the quantity of goods and / or services from what was originally specified while floating the tender without any change in unit price or any other terms and conditions.

14.3 **SBI's RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

SBI reserves the right to accept or reject any Bid in part or in full or to cancel the Bidding process and reject all Bids at any time prior to award of the contract, without incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the SBI's action.

14.4 The acceptance of a tender rests with the Competent Authority, who does not bind himself to accept the lowest tender and reserves to himself the authority to reject any or all of the tenders received, without assigning any reasons. All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.

14.5 The notification of award will constitute the formation of the Contract. The selected Bidder should convey acceptance of the award of contract by returning duly signed and stamped duplicate copy of the award letter within 15 days of receipt of the communication and to enter into an agreement with the Bank.

15.0 **INITIAL SECURITY DEPOSIT**

15.1 Initial security deposit shall be 2% of contract value in favour of the Bank, unless or otherwise specified.

15.2 The successful Bidder will have to submit ISD by means of D/D within a period of 15 days of acceptance of Bid

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

15.4 Security deposit shall be refunded to the contractors without interest after sixty days after the end of contract period provided the contractor has satisfactorily attended to all defects in accordance with the conditions of contract including site clearance.

16.0 **SIGNING OF CONTRACT DOCUMENTS**

The successful Bidder shall be bound to execute the Agreement in a non judicial stamp paper of appropriate value within 15 days from the receipt of intimation of acceptance of his Bid by SBI/Architect. However, the written acceptance of the Bid by the Bank will constitute a binding agreement between the Bank and successful Bidder pending execution of formal agreement. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this tendering process shall be borne by the successful bidder.
For AMC separate agreement will have to be entered with the Bank against the issue of PO.

17.0 **INSTALLATION OF AIR CONDITIONERS:**

17.1 The Contractor shall carry out and complete the AC installation work as per standard specifications / as stipulated in this contract and OEM's recommendations /Industrial standards and to the satisfaction of the Bank. Architect/Consultant with approval of Bank issue further written instructions, detailed directions and explanations with respect to the specifications, quality or quantity of works or the addition or omission or substitution of any work.

**18.0 MATERIALS, WORKMANSHIP, SAMPLES, TESTING OF MATERIALS**

18.1 All the works specified and provided for in the specifications or which may be required to be done in order to perform and complete any part thereof shall be executed in the best and most workman like manner with materials of the best and approved quality of the respective kinds in accordance with the particulars contained in and implied by the specifications and as represented by the drawings or according to such other additional particulars, and instructions as may from time to time be given by SBI/Architect during the execution of the work and to his entire satisfaction. The Contractor shall use only products bearing ISI marking in the work for those materials for which no makes are mentioned in the tender.

18.2 No refurbished, second hand and spurious materials should be used. If required, the contractor has to submit the details of the source of his purchase of materials to SBI/Architect. SBI reserves its right to enquire and collect data from the supplier to confirm the authenticity of the materials. SBI has the right to stringent action against the contractor, as deemed fit, in addition to suspend / cancel the contract.

18.3 Contractor should get approval of the samples of materials in advance with Architect/Consultant before use of the same in the work. Should be contractor desire to substitute any specified materials with "Equal" or "Other approved" etc., he/they must obtain the specific approval of the Bank/Architect/Consultant in writing for any such substitution, well in advance. In case of materials / Items which are not available, the Contractor shall have to submit a letter from manufacturer to that effect. Alter proper verification, alternative material may be selected by SBI/Architect / Consultant. In the case there will not be any increase of the quoted rates. However, if Accepted alternative is cheaper the cost benefit is to be passed

on to SBI.

18.4 Samples of all materials to be used must be submitted when so directed by SBI/Architect/Consultant. If required, the contractor shall have to carry out tests on materials in approved materials testing laboratories or as prescribed by SBI at his own cost to prove that the materials etc., under test conform to the relevant I.S Standards or as specified in the specifications. The necessary charges, transporting, testing etc., shall have to be borne by the contractor. No extra payment on this account will be entertained.

18.5 If the contractor has used any material which is not complying with the specifications, or the workmanship is bad or the material used is substandard or second hand etc, SBI/Architect/Consultant shall during the progress of the work have power to order the removal and substitution of the material or proper re-execution of the work within a reasonable time. In case the contractor refuses to comply with the order, SBI/Architect/Consultant shall have the power to employ other agencies to rectify or re-execute the work at the cost and risk of the contractor.

18.6 Any damage (during the work) to any part of the work or to the premises for any reasons due to rain, storm or neglect of contractor shall be rectified by the contractor in an approved manner at no extra cost.

18.7 Should the work be suspended by reason of rain, strike, lock-outs or any other cause, the contractor shall take all precautions necessary for the protection of work and at his own expenses shall make good any damage arising from any of these causes.

18.8 When the employer observes that the progress of the work is not satisfactory or very slow or not in a workmanship manner or of poor quality or violative of safety protocols etc, the contractor shall be issued a suitable advise to rectify the same or replace the materials or redo the entire work, within a reasonable time frame. If the contractor could not rectify the things within the time frame given, in the interest of the work, the Employer reserves the right to execute any part of the work included in this contract or the entire work by any other Agency or persons and contractor shall allow all reasonable facilities and extend cooperation for the execution of such work.

18.9 All expenses consequent thereon or incidental thereto as certified by Architect/Consultant shall be borne by the contractor or may be deducted from any money due to or that may become due to the contractor. No certificate, shall relieve the contractor from his liability in respect of unsound work or bad materials.

**18.10 SAMPLES**

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

for reasons of its not 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.

18.11 It may clearly be noted that the inspection and approval of the items of work at any stage shall not exonerate the Contractor of his responsibilities in respect of the quality of work, workmanship and quality of materials. The work should be completed as per the items specified in the document

**19.0 COMMENCEMENT OF WORKS, COMPLETION PERIOD & EXTENSION OF TIME**

19.1 The date of commencement of the work will be reckoned as the date of handing over site or **fifteen** days from the date of issue of letter of acceptance of the Tender by SBI whichever is earlier.

19.2 Time is essence of the Contract and shall be strictly observed by the Contractor.. The work should be completed in all respects within the period stipulated in the NIT. No request for extension will be entertained and the bidder has to plan and mobilize his resources for the satisfactory completion of the project within the time period agreed in the tender.

19.3 If in the opinion of the Employer, the work is delayed due to the following reasons not attributable to the contractor, the employer shall make a fair and reasonable extension of time, for completion of the Contract works

a) By force majure (or)
b) By reason of any exceptionally inclement weather (or)
c) By reason of proceedings taken or threatened by or dispute with adjoining or neighboring owners of public authorities arising, than through the Contractor's own default (or)
d) By the works not referred in the Schedule of Quantities or specifications (or)
e) By reason of civil commotion, workmen strike or lock-out (or)
f) In consequence of the Contractor not having in due time, necessary instructions from the Employer for which he shall have specifically applied in writing ahead of time, giving reasonable time to prepare such instructions

19.4 In case of such strike or lock-out, the Contractor shall as soon as possible give written notice thereof to the employer, but the Contractor shall nevertheless constantly use his endeavors to prevent delay and shall do all they may reasonably be required, to the satisfaction of the employer to proceed with the work.

19.5 In case the work is held up for any site conditions not attributable to the contractors or for any decisions instructions / want of details from Employer or for any of the conditions, the contractor shall be allowed reasonable extension of time by the employer but any claim for idle labour shall not be entertained by the employer. Contractor's quoted rates should include for all such contingencies.

19.6 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 SBI 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 it 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 SBI

through the Architect/ Consultant in writing at least 05 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 SBI 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 SBI the provision of liquidated damages as stated in the tender shall become applicable. Further the Contract shall remain in force even for the period beyond the due date of completion irrespective whether the extension is granted or not.

**20.0 BILLING & PAYMENT TERMS**

20.1 **For the SITC of ACs**

i) No advance payment.
ii) 60% of the value payment against supply of materials
iii) 20% of the payment against the installation and commissioning of the plant
iv) 17% of the payment after the handing over of the site as certified by the Consultant/Architect
v) 3% payment will be retained as Performance Security till the completion of the defects liability period and shall be released after the completion of the DLP subject to the Contractor's timely rectification of the defects, breakdowns, timely preventive maintenance during the DLP and entering into the AMC with the Bank at the quoted price.
vi) Payment shall be made by way of Electronic fund transfer by LHO.
vii) Bidder should furnish details of the bank a/c no, IFSC code along with their invoices.

**For the AMC**

i) No advance payment.
ii) Quarterly payments will be released after the end of the quarter subject to deductions for shortfall in services
iii) Field reports of the PM and breakdown maintenance reports shall be enclosed to the Invoices

20.2 Part/Interim payment is paid as per the payment terms mentioned in the NIT. All the interim payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the requiring of bad, unsound, and imperfect or unskilled work to be removed and taken away and reconstructed, or re-erected or be considered as an admission of the due performance of the contract, or any part thereof in any respect or the accruing of any claim, nor shall, it conclude, determine or affect in any way the power of the Employer under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract.

20.3 If the Bank has supplied any materials or goods to the contractor, the cost of any such materials or goods will be progressively deducted from the amount due to the contractor in accordance with the quantities consumed in the work.
As regards Contractor's claims for extra /deviated items the onus of getting Architect's / Consultant's / Owner's approval for the admissibility of such items lies on the Contractor. After the admissibility is confirmed by Client in writing, the Contractor will submit his rate analysis and details of claims. The Contractor will include extra/deviated items in his interim bills only after SBIs approval of rates on the basis of Consultant recommendations.

20.4 The final bill shall be accompanied by a certificate of completion or Commissioning report signed by an official of the Bank/Architect/Consultant. Payments of final bill shall be made after deduction of Retention Money as specified, which shall be refunded after the completion of the Defects Liability Period provided the contractor has rectified all defects to the satisfaction of the Bank. The acceptance of the payment of the final bill by the contractor would indicate that he has no further claim in respect of the work executed.

20.5 **GST as applicable shall be paid extra** and the same shall be clearly shown in the invoices.

20.6 Statutory deduction towards income tax and other taxes as and when directions from statutory bodies are received will be made at the time of making payments. Currently, I.T. will be recovered as applicable as per Government Rules. GST-TDS as per applicable rates will be deducted, wherever applicable.

20.7 **GST:**

a. It is the responsibility of the bidder to ensure that the GST is valid and active. Payments will not be made to inactive or invalid GST invoices.

b. Reimbursement of GST will be made only on submission of proper GST invoice as per applicable GST provision. Non-GST invoices will not be accepted. The contractor should comply with the following.

c. Contractor should have GST Registration Number

d. Invoice should specifically disclose the amount of GST levied at applicable rate as per GST provision

e. In case of Correction in the bills after scrutiny, contractor should submit fresh bills for payment

f. 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

20.8 The works will be paid for as “measured work” on the basis of actual work done and not as “lump sum” contract, unless otherwise specified.

20.9 All items of work described in the schedule of quantities are to be deemed and paid as complete works in all respects and details including preparatory and finishing works involved, directly related to and reasonably detectable from the drawings, specifications and schedule of quantities and no further extra charges will be allowed in this connection. In the case of lump-sum charges in the tender, in respect of any items of work, payment will be made for the actual work done, on the basis of lump sum charges, as will be assessed by SBI/Architect/Consultant.

**20.10 CERTIFICATE OF PAYMENT**

The final bill may be submitted by Contractor within a period of 15 days from the date of virtual completion and Architect/ Consultant shall issue the certificate of payment within a period of 30 days. SBI shall pay the amount within a period of one month from the date of issue of certificate provided there is no dispute in respect of rates and quantities.

SBI shall recover the statutory recoveries and other dues including the retention amount from the certificate of payment.

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

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

The Architect / Consultant may by any certificate make any corrections required in previous certificate.
SBI shall modify the certificate of payment as issued by the Architect / Consultant from time to time while making the payment.
The Contractor shall submit interim bills in the prescribed format only after taking actual measurements and properly recorded in the M-books.
The Contractor shall not submit interim bills when the approximate value of work done by him is less than 1/3 of total Contract value and the minimum interval between two such bills shall be 15 days.

**21.0 SECURITY DEPOSIT**

21.1 Retention Money**:** From each running bill, an amount at the rate of **3**% of the gross value of the running bill shall be recovered as retention money, till the total retention amount including the ISD amount already with the Bank become 3% of the value of the contract amount. This amount is called as Total Security Deposit**,** which consists of two components

a) ISD - Initial Security Deposits.
b) RM - Retention Money.

21.2 The total security deposit(3%) will be kept with the Bank. The total security deposit amount shall be refunded without interest to the contractor 15 days after the end of defects liability period, provided he has satisfactorily carried out all the works and attended to rectification of all defects in accordance with the conditions of the contract and also entering into the AMC contract with the Bank at the quoted price.

21.3 The contractor shall make good at his own cost and to the satisfaction of the Employer all defects, which may appear within the defects liability period. In case of failure on the part to do so, the cost of rectifying the defects through any other agency shall be deducted from the amount of security deposit due to the contractor.

21.4 During the contract period, all compensation or other sums of money payable by the Contractor to Bank under the terms of this contract, will be deducted from the security deposit, or from any sum that may become due to the Contractor on any account whatsoever.

21.5 In the event of the Security Deposit being reduced by reasons of any such deductions, the Contractor shall within 7 days of being asked to make good, by DD, any sum which have been deducted from his security deposit.

21.6 For AMC - 3 months AMC amount in the form of PBG as required by Bank will have to be submitted by the contractor after the warranty period is completed.

**22.0 PENALTY CLAUSE / LIQUIDATED DAMAGES**

The successful bidder shall execute the work in a workmanship like manner and complete the work within the stipulated period in the NIT. If the Contractor fails to maintain the required progress in terms of respective clause 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 SBI on account of such breach to pay a liquidated damages at the rate of @ 0.5% of the Contract value per week for every week of delay or part thereof beyond the scheduled date of completion subject to a maximum of 5% of the Contract value. If the work is delayed beyond 3 months for reasons attributable to the Contractor, the contract will be terminated.
Where the contractor is undertaking the AMC, the penalty clause will be as per the terms and

conditions of AMC Contract**.**

**23. VARIATION IN QUANTITY / SUBSTITUTION OF ITEM**

23.1 No alteration, omission or variation ordered in writing by the Architect/ Consultant shall vitiate the Contract. In case SBI/ Architect/ Consultant thinks proper at any time/ during the progress of works to make any alteration in, or additions to or omissions 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 alterations or additions to or omissions from the works or any deviation from any of the provisions of the Contract, stipulations, specifications or Contract drawings without previous consent in writing of the Architect / Consultant and the value of such extras, alterations, additions or omissions shall in all cases be determined by the Architect/ Consultant and the same shall be added to or deducted from the Contract value, as the case maybe.

23.2 The Schedule of Quantities unless otherwise stated shall be deemed to have been prepared in accordance with the Standard Procedure shall be considered to be approximate and no liability shall attach to the employer for any error which may be discovered therein.

i) The Contractor at site verify the dimensions shown in the drawings before he takes up actual manufacture of the several items, making allowances for the actual dimensions that prevail at site

ii) If neither the drawings nor the specifications nor the accepted bills of quantities include any part/ parts the intention to include which is never the less clearly to be inferred and which are obviously necessary for the proper completion of the works/ installations, all such parts shall be supplied and executed by the Contractor at no extra charge.

iii) Anything contained in one or another of (a) the drawings (b) the specifications and (c) the accepted bills of quantities and not found in the other will be equally binding as if contained in each of them.

23.3 The Employer reserves the right to increase or decrease or delete or omit or execute only a part or the whole or any excess thereof, as per the site requirements, without assigning any reason therefor at the time of allotment / execution of work. Contractor will be paid for the actual work done at the site. No variation shall vitiate the contract.

23.4 The tender rates shall be fixed and applicable for any increase or decrease in the tendered quantities. Nothing extra will be paid by the Bank on account of omission / deletion of items or decrease in the quantity of items. The Bank shall not entertain any claim whatsoever from the contractor on this account. Payment will be made on actual measurement of the work done. All measurements shall be as per relevant I.S. standards

23.5 Bank reserves the right to order more quantities than what is mentioned in this tender (at the same rate and terms and conditions) either at the same site or other sites as per the need within the validity of this tender.

23.6 No claim for an extra item shall be allowed unless it shall have been executed under the authority of the Architect/ Consultant with the concurrence of SBI. The price of all additional items/non-tendered items will be worked out on the basis of rates quoted for similar items in the contract wherever existing. If similar items are not available, the rates for such items will be derived as per standard method of market rate analysis based on prevalent fair price of labour, material and other components as required with 15% towards contractor's

profit and overheads.

## 24. CONTRACTOR'S EMPLOYEES

24.1 The Contractor shall employ technically qualified / having appropriate skill and competent persons fully trained and adequately experienced technicians, who are medically fit. They should be free from any contagious diseases. The technicians shall be well mannered and properly dressed with shoes etc.

24.2 The contractor shall provide necessary training on safety measures while executing the work wherever necessary so as to avoid accident. The Bank shall not be responsible for any accident occurred or damage incurred or claims arising there from during the execution of work. The contractor shall also provide all risk insurance policy including third party insurance as may be necessary to cover the risk.

24.3 The contractor / firm shall be held responsible for any misdeeds / misbehaviour of their employees within the premises. Bank is not responsible for any damages or claims on account of the misbehavior / misdeeds of his employees. For this purpose, any person supplied by the contractor to be engaged on the work on regular basis or as an alternate arrangement, under the direct order or control of the Employer or his representative shall be deemed to be a person employed by the contractor.

24.4 The contractor shall on the request of the Employer immediately dismiss from works any person employed thereon by him, who in the opinion of the Employer be unsuitable or incompetent or who may misconduct. Such discharges shall not be the basis of any claim for compensation or damages against the Employer or any of their officer or employee.

24.5 No employee of the Bank is allowed to work as a contractor for a period of 2 years of his/her retirement from Bank Services without previous permission of the Bank. This contract is liable to be cancelled, if either the contractor or any of his employees is any time to be such a person who had not obtained the permission of Bank as aforesaid before submission of the tender or engagement in the contractor's service.

24.6 Contractor should not engage child labour in any of the activities in this contract.

24.7 The contractor shall not employ person who is not an Indian National.

24.8 The technician shall not over stay in the Bank premises or in the odd hours or holidays unless or otherwise required for specific reasons like maintenance, repair works etc.

24.9 In respect of all labour employed directly or indirectly on the work for the performance of the contractor's part of work, the contractor at his own expense, will arrange for the safety provisions as per the statutory provisions, B.I.S recommendations, factory act, workman's compensation act, CPWD code and instructions issued from time to time.

24.10 The Contractor's workmen will not have any right whatsoever to get absorbed in the Bank. The Contractor shall be responsible for all the claims of the employees of the Contractor and shall not make and claim whatsoever against the Bank. The Contractor shall be responsible for all statutory requirements e.g. ESI, PF, labour registrations, Insurance coverage etc. The contractor is responsible for compliance of all the rules & safety regulations etc.

Minimum wages as prescribed by the Labour Act shall be payable by the contractor as the case may be. The Contractor shall bind himself and keep the Employer saved harmless and

indemnified against claims if any of the workmen and all costs and expenses as may be incurred by the Employer in connection with any claim that may be made by any workmen.

**25. WORKING HOURS AT THE SITE**

As instructed by Bank. Contractor to ensure that the routine operations at the site are not affected by the contract work. If required, they have to work on the Bank Holidays in coordination with other agencies in order to achieve the progress and quality of the works at no extra cost to SBI. All work at night after obtaining approval from competent authorities shall be carried out without unreasonable noise and disturbance. The rate quoted shall include for doing work round the clock. No extra is payable in this respect.

**26.0 ASSIGNMENT AND SUB-CONTRACTING**

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

However, the Contractor after the approval of the Bank/ Architect/ Consultant, may assign the work or part thereof to their associate agencies within the conditions stipulated in the Tender.

The successful Tenderer awarded with the Air-Conditioning work assumes overall responsibilities and are solely responsible for co-ordination, execution of works by engaging their associate agencies for Air-Conditioning work and extracting the works from them as per specification within the time frame to the satisfaction of Bank/ Architect as per Tender conditions. Any dispute if arise among them to be sorted out / settled at their level. The successful Tenderer is the sole representative for whole Air-Conditioning work and they/ he is liable for any clauses of this Tender.

**27.0 STORAGE OF MATERIALS**

27.1 The contractor shall store their materials like AC machines, copper pipes, wires, refrigerant gas cylinders, tools etc in the site with the permission of the Bank. However, the contractors shall be responsible for the custody and security of all materials and equipment at site. No claim for loss or theft will be entertained by the Bank.

27.2 Shelter or stay and other amenities for the labors have to be arranged by the contractor at his own expense and responsibility.

27.3 On completion of the works, the contractor shall remove all tools, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and Keep the workspace clean and in a workmanlike condition to the satisfaction of the Bank

**28.0 FORCE MAJEURE**

28.1 Notwithstanding the provisions of General terms and conditions of the Contract, the Vendor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

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

Majeure.

28.3 If a Force Majeure situation arises, 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. Unless otherwise directed by the Bank in writing, the Vendor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

28.4 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. 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.

28.5 Should one or both parties be prevented from fulfilling the Contractual obligations by state of force majeure lasting to a period of 6 months or more the two parties shall each other to decide regarding the future execution of this Agreement.

**29.0 COMPLIANCE OF STATUTORY REGULATIONS**

29.1 The contractor shall conform to the provisions of any Acts of the Legislature relating to the work, and to the Regulations and Bye-Laws of any authorities like Electricity, Pollution Control Boards, Municipal Authorities, water and Sewarage boards and shall before making any variations from the drawings or specifications that may be associated to so conform, give the Employer written notices specifying the variations proposed to be made and reasons for making them and apply for instruction thereon. The Employer on receipt of such intimation shall give a decision within a reasonable time.

29.2 The contractor/s shall arrange to give all notices required for by the said Acts, Regulations or Bye-laws to be given to any authority, and to pay to such authority or to any public officer all fees that may be properly chargeable in respect of the work and lodge the receipts with the Employer. The Contractor shall indemnify the Employer against all claims in respect of patent rights, designs, trademarks or name or the protected rights in respect of any equipment, machine, work or material used for or in connection with the works or temporary works and from and against all claims, demands, proceedings, damages, costs, charges, and expenses whatsoever in respect thereof or in relation thereto. The Contractor shall defend all actions arising from such claims, unless he has informed the Employer, before any such infringement and received their permission to proceed and shall himself pay all royalties, license fees, damages, coat and charges of all and every sort that may be legally incurred in respect thereof.

29.3 The contractor should strictly abide by the Central/State labour regulation for the Minimum Wages, Payment of wages, Workmen Compensation, PF, ESI, Contract labour, including the latest amendments, if any and other safety regulations.

29.4 The contractor shall keep the Employer saved harmless and indemnified against claims if any of the workmen and all costs and expenses as may be incurred by the Employer in connection with any claim that may be made by any workmen.

**30.0 INSURANCE & DAMAGE TO PERSONS AND PROPERTY ETC**

30.1 The insurance shall be for an amount equal to 110 percent of the value of the

Products from “Warehouse to final destination” on “All Risks” basis, valid until the Completion of the project or handing over whichever is later.

30.2 Should any loss or damage occur, the Vendor shall initiate and pursue claim till settlement and promptly make arrangements for repair and / or replacement of any damaged item to the satisfaction of the Bank, irrespective of settlement of claim by the underwriters.

30.3 The contractor shall be responsible for all injury to the work or workmen to persons, animals or things and for all damages to the structural and / or decorative part of property which may arise from the operations or neglect of himself or of any sub-contractor or of any of his or a sub-contractor’s employees, whether such injury or damage arise from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this contract.

30.4 The contractor shall reinstate all damages of every sort mentioned in this clause so as to deliver the whole of the contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damages to the property of third parties.

30.5 The Contractor shall, except if and so far as the Contract provides otherwise indemnify SBI against all losses and claims in respect of injuries or damages to any person or material or physical damage to any property whatsoever which may arise out of or in consequence of the execution and maintenance of the works and against all claims proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto. The contractor shall affect the insurance necessary and indemnify the Employer entirely from all responsibility in this respect.

30.6 The contractor shall be responsible for anything, which may be excluded from damage to any property arising out of incidents, negligence or defective carrying out of this contract.

30.7 The Employer shall be at liberty and is hereby empowered to deduct the amount of any damages, compensations, costs, charges and expenses arising or accruing from or in respect of any such claim or damages from any sums due to or to become due to the contractor.

**31.0 OWNERSHIP OF DRAWINGS, SPECIFICATIONS:**

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

**31.1.0 DETAILED DRAWINGS AND INSTRUCTIONS:**

SBI 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 therefrom.

**32.0 PROTECTION OF WORKS AND PROPERTY:**

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

He shall take adequate care and steps for protection of the adjacent properties. The Contractor shall take all precautions for safety and protections of his Employees on the

works and shall comply with all applicable provisions of Govt. and local bodies' safety laws and building codes to prevent accidents, or injuries to persons or property on about or adjacent to his place of work. The Contractor shall take insurance covers at his own cost. The policy may be taken in joint names of the Contractor and SBI and the original policy may be lodged with SBI.

**32.1 CONTRACTOR TO INDEMIFY:**

The Contractor shall fully indemnify and keep indemnified 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 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 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 Architect/ Consultant in this behalf.

**33.0 INSPECTION OF WORK:**

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

**34.0 CONTRACTOR'S SUPERINTENDENCE**

The Contractor shall give necessary personal superintendence during the execution of the works and as long, thereafter, as the Architect / Consultant may consider necessary until the expiry of the defects liability period, stated hereto. The Contractor shall meet the Consultant or his representative whenever required if demanded by Architect /Client.

The Contractor shall maintain and be represented on site, at all times while the work is in progress, by a responsible "Project Engineer" who is in charge of site, approved by the Architect and He should be in a position to answer for any clarification during site visit by Architect / Client Engineers and must thoroughly understand all the trades entailed and be constantly in Attendance, while the person are at work. Any directions, explanations, instructions or notices given by the Architect / Client to such Project Engineer shall be deemed to be given to the Contractor and shall be binding as such on the Contractor. The Project Engineer shall be thoroughly conversant with the English Language and should be able to read, write and-speak English.

**35.1 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 Architect/ Consultant should the rate of progress of the work or any part thereof be at any time be in the opinion of the Architect / Consultant too slow to ensure the completion of the whole of the work by the prescribed time or extended time for completion the Architect/ Consultant 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 Architect/ Consultant neither shall relieve the Contractor from fulfilling obligations under the Contract nor he will be entitled to raise any claims arising out of such directions.

**35.2.0 PHOTOGRAPHS OF WORKS CARRIED OUT**

The Contractor shall every month supply at his own cost a reasonable number of colored photographs of the works (either Soft or hard copies) carried out from time to time as per the instructions of, the Architect / Consultant. In the event of any dispute or termination of Contract either by SBI / Bank or the Contractor as provided for in the respective Clause, the Contractor shall arrange to obtain Photographs of the works completed up to the date of such termination of Contract.

**36.1 WORKS TO BE MEASURED**

The Architect/ Consultant may from time to time intimate to the Contractor that the required work to be measured and the Contractor shall forthwith attend or send a qualified representative to assist the Architect in taking such measurements and calculations 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 Architect/ Consultant shall take joint measurements with the Contractor's representative. The Contractor or his authorized representative shall sign all the pages of the measurement in token of his acceptance. All the corrections shall be duly attested by both representatives. 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 Architect/ Consultant shall be final. All authorized extra work, omissions and all variations made shall be included in such measurement.

36.2 **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 prevailing at the time of Tendering. In the event any dispute / dis-Agreement the decision of the Architect / Consultant shall be final and binding on the Contractor.

**36.3 FINAL MEASUREMENT**

The measurement and valuation in respect of the Contract shall be completed within 15 days of the virtual completion of the work.

**37.0 VIRTUAL COMPLETION CERTIFICATE(VCC)**

On successful completion of entire works covered by the Contract to the full satisfaction of SBI, the Contractor shall ensure that the following works have been completed to the satisfaction of 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 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 SBI and shall clear, level and dress, compact the site as required by SBI.

d) Shall hand over the work in a peaceful manner to SBI.

e)All defects / imperfections have been attended and rectified as pointed out by SBI to the full satisfaction of SBI.

Upon the satisfactory fulfillment by the Contractor as stated above, the Contractor shall be entitled to apply to the Architect/ Consultant is satisfied of the completion of the work. Relative to which the completion certificate has been sought, the Architect / Consultant shall within fifteen (15) 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 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 SBI against the Contractor in respect of works or work at the site and in respect of which the VCC has been issued.

**38.0 WORKS BY OTHER AGENCIES**

The successful tenderer shall co-ordinate to other agencies engaged by SBI. SBI/ Architect/ Consultant 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 SBI. Such work shall be carried out in such manner as not to impede the progress of the works included in the Contract.

**39.0 INSURANCE OF WORKS**

39.1 without limiting his obligations and responsibilities under the Contract the Contractor shall insure in the joint names of SBI and the Contractor against all loss of damages from whatever cause arising other than the excepted risks, for which he is responsible under the Terms of Contract and in such a manner that SBI and Contractor are covered for the period stipulated in the respective clause. of GCC and are also covered during the period of maintenance for loss or damage arising from a cause, occurring prior to the commencement of the period of maintenance and for any loss or damage occasioned by the Contractor in the course of any operations carried out by him for the purpose of complying with his obligations under Clause.

a) The works for the time being executed to the estimated current Contract value thereof or such additional sum as may be specified together with the materials for incorporation in the works at their replacement value

**39.2 THIRD PARTY INSURANCE**

Before commencing the execution of the work the Contractor but without limiting his obligations and responsibilities 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 SBI, by or arising out of the execution of the works or in the carrying out of the Contract.

**39.3 MINIMUM AMOUNT OF THIRD PARTY INSURANCE**

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

39.4 The minimum insurance cover for physical property, injury, and death is Rs.5 Lakhs 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.

**40.0 ACCIDENT OR INJURY TO WORKMAN:**

40.1 The Contractor shall immediately on occurrence of any accident at the site or in connection with the execution of the work report such accident to the Architect / Consultant. The Contractor shall also such report immediately to the Competent Authority whenever such report is required to be lodged by the law and take appropriate actions thereof.

40.2 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 SBI other agents ,or employees. The Contractor shall indemnify and keep indemnified SBI again stall 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.

**40.3 INSURANCE AGAINST ACCIDENTS ETC. TO WORKMEN**

The Contractor shall insure against such liability with an insurer approved by SBI during the whole of the time that any persons are employed by him on the works and shall, when required, produce to the Architect/ Consultant such policy of insurance and receipt for payment of the current premium. Provided always that, in respect of any persons employed by any sub-Contractor the Contractor's obligation to 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 SBI is indemnified under the policy but the Contractor shall require such sub-Contractor to produce to the Architect/ Consultant when such policy of insurance and the receipt for the payment of the current premium.

**40.4 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 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 SBI as aforesaid from any amount due or which may become due to the Contractor, or recover the same as debt from the Contractor.

40.4.1 without prejudice to the others rights of SBI against Contractors. In respect of such default, 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 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.

**41.1 NO COMPENSATION OR RESTRICTIONS OF WORK**

If at any time after acceptance of the Tender SBI shall decide to abandon or reduce the scope of work for any reason whatsoever and hence not required the whole or any part of the work to be carried out. The Architect / Consultant shall give notice in writing 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.

**41.2 SUSPENSION OF WORK**

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

a) On account any default on the part of the Contractor, or

b) For proper execution of the works or part thereof for reasons other than the default of the Contractor, or

c) For safety of the works or part there of:

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 Architect / Consultant.

d) 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.

**43.0 ACTION WHEN THE WHOLE SECURITY DEPOSIT IS FORFEITED**

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

b) To employ labour paid by 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 Architect/ Consultant shall be final and conclusive against the Contractor) and crediting him with the value of the work done, in all respects in the same manner and at the same 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 SBI the Contractor shall have no claim to compensation for

any loss sustained by him by reasons of his having purchased or procured any material or entered into any engagements or make any advances on account of, or with a view to the execution of the work or the performance of the Contract and in case the Contract shall be rescind under the provision aforesaid, the Contractor shall not be entitled to recover or to be paid any sum or any work thereto for actually performed under this Contract, unless, and until the Architect/ Consultant will have certified in writing the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

## 44.0 OWNER'S RIGHT TO TERMINATE THE CONTRACT

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

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

Or shall assign or sublet this Contract without the consent in writing of SBI 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 15 days after receiving from SBI 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 with in 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 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 SBI's or Architect's / Consultant's instructions to the contrary subject any part of the Contract. Then and in any of said cases 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 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 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 was 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 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 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 acts of SBI incidental to the sale of the materials etc.

**45.0 SETTLEMENT OF DISPUTES AND ARBITRATION**

45.1 Except where otherwise provided in the Contract all questions and disputes relating to the meaning of the (specifications, design, drawings and instructions herein before mentioned and as to the quality of workmanship 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.

45.2 If the Contractor considers that he is entitled to any extra payment or compensation in respect of the works over and above the amounts admitted as payable by the Architect or in case the Contractor wants to dispute the validity of any deductions or recoveries made or proposed to be made from the Contract or raise any dispute, the Contractor shall forthwith give notice in writing of his claim, or dispute to the Assistant General Manager (Premises & Estate) S.B.I., Chennai and endorse a copy of the same to the Architect, within 30 days from the date of disallowance thereof or the date of deduction or recovery. The said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount claimed and the Contractor shall not be entitled to raise any claim nor shall the Bank be in any way liable in respect of any claim by the Contractor unless notice of such claim shall have been given by the Contractor to the Asst. General Manager (Premises & Estate) in the manner and within the time as aforesaid. The Contractor shall be deemed to have waived and extinguished all his rights in respect of any claim not notified to the Assistant General Manager(Premises & Estate) in writing in the manner and within the time aforesaid.

45.3 The Asst. General Manager (Premises & Estate) 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 Asst. General Manager (Premises & Estate) State Bank of India, Local Head Office submit his claims to the conciliating authority namely the Circle Development Officer, State Bank of India, Local Head Office for conciliation along with all details and copies of correspondence exchanged between him and the Asst. General Manager (Premises &Estate).

45.4 If the conciliation proceedings are terminated without settlement of the disputes, the Contractor shall, within a period of 30 days of termination thereof shall give a notice to the concerned Chief General Manager of the Bank for appointment of an arbitrator to adjudicate the notified claims falling which the claims of the Contractor shall be deemed to have been considered absolutely barred and waived.

45.5 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 Bank shall be referred for adjudication through arbitration by the Sole Arbitrator appointed by the Chief General Manager and who will be Dy.General Manager & Chief Engineer. It will also be no objection to any such appointment that the Arbitrator so appointed is a Bank Officer and that he had to deal with the matters to which the Contract relates in the course of his duties as Bank Officer. If the arbitrator so appointed is unable or unwilling to a or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid by the said Chief General Manager. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

45.6 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.

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

45.8 The conciliation and arbitration shall be conducted in accordance with the. Provisions of the Arbitration & Conciliation Act 1996 or any statutory modification or reenactment thereof the rules made thereunder.

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

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

**45.11 WORK TO BE CONTINUED DURING THE PENDENCY OF THE ARBITRATION**

The Contractor shall continue with the construction work with due diligence and speed so as to complete the same within the period agreed upon, notwithstanding any dispute or different or question as referred to arbitration The works shall not be delayed on account of any such reference made to the Arbitrators

**46.0 WATER SUPPLY**

The Contractor shall make his own arrangements for water required for the work and nothing extra will be paid for the same. However, water could be arranged by the Bank

and the amount equivalent to **0.25 %** of final bill value of total work done towards the water charges shall be recovered from the Contractors.

## 47.0 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 approval from the appropriate authorities, if required.

(Or)

Alternately if the Contractor makes a written request the electric power would be arranged by the Bank at a particular point and the Contractors have to make their own arrangement for tapping the supply at various points. The amount equivalent to **0.25 %** of final bill value of work done towards the Electricity charges shall be recovered from the Contractors.

## 48.0 LOCAL LAWS, ACTS, REGULATIONS:

The Contractor shall strictly adhere to all prevailing labour laws inclusive of Contract labour (regulation and abolition act of 1970) and other safety regulations. The Contractor shall comply with the provision of all labour legislation including the latest requirements of all the Acts (latest), laws(latest), 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) Employee’s provident fund and miscellaneous provisions Act 1952 and amendment thereof
ix) Shop and establishment act
x) Any other act or enactment relating thereto and rules framed there under from time to time.

## 49.0 ROLE OF THE ARCHITECT / CONSULTANT

Architect/Consultants duty is to be watch and supervise the works on day to day basis and to test any materials to be used or workmanship employed in connection with the works, quality control, project scheduling and monitoring and co-ordination with all other agencies and Air-Conditioning Contractor, recording of measurement clarifications of bills, preparing extra deviation items excess / saving statement preparing minutes of meetings etc. They shall have no authority either to relieve the Contractor of any of his duties or obligations under the Contract or, except those expressly provided hereunder, to order any work involving delay or any extra payment by SBI or any variation of or in the works.

The Contractor shall afford the Architect/Consultant every facility and assistance for examining the works and materials and checking and measuring time and materials. The Architect/Consultant shall have no power to revoke, alter, enlarge, or relax any

requirements of this Contract, or to sanction any day-work, additions, alterations, deviations or emissions unless such in authority may be specially conferred by a written order of SBI.

The Architect/Consultant shall act in consultation the Structural Consultant in regard to the quality of all Structural aspects of the work and in consultation with the Architect will finalize the selection of materials involved. The Consultant shall jointly record the measurements with Contractor's representative for all items of works and on completion hand over the records to SBI.

The Architect / Consultant shall have the power to give notice to the Contractor or his Engineer in charge about the non-approval of any work or materials and such works shall be suspended or the use of such materials should be discontinued until the decision of the Architect / SBI is obtained, the work, will from time to time visited by the Architect / SBI but such examination shall not in any way exonerate the Contractor from the obligation to remedy any defects which may be found to exist at any stage of the work or after the same is completed. Subject to the limitations of this Clause, the Contractor shall take instructions only from the Architect as the case may be.

The Architect / Consultant shall have such other powers and discharge other functions as are specifically provided in this Contract including such incidental or consequential powers or duties, subject always to such specific instructions or directions of SBI / Bank, which shall be duly notified to the Contractor.

## 50.0 ARCHITECTS DELAY IN PROGRESS

The Architect / Consultant may delay the progress of the work in case of rain or otherwise, without vitiating the Contract and grant such extension of time with the Approval of SBI / Bank for the completion of the Contract as he may think proper and sufficient in consequence of such delay and the Contractor shall not make any claim for compensation or damage in relation thereto.

## 51.0 TECHNICAL AUDIT CLAUSE

The work is liable to be technically audited by the chief Technical Examiner of the Central Vigilance Commission of the Government of India from time to time. Any defects, improvements or testing etc. pointed out by the Chief Technical Examiner should be carried out by the Contractor at his own cost and any deduction suggested by the CTE will be effected.

SBI shall have a right to cause a technical examination and audit of works and the final bills of the Contractor including all supporting vouchers, abstract, etc. to be made at the time of payment of the final bill. If as a result of this examination or otherwise any sum is found to have been overpaid in respect of any work done by the Contractor under the Contract the Contractor shall be liable to return the amount of over payment and it will be lawful for SBI to recover the same from any sum or due to him and in any other manner legally permissible and if it is found, that the Contractor was paid less then what was due to his under the Contract in respect of any work, executed by him under the Contract the amount of such under payment shall be duly paid by SBI.

Any sum of money due and payable to the Contractor (including Security deposit returnable to him) under this Contract may be appropriated by SBI and set off against any claim of SBI for the payment of a sum of money arising out of or under any other Contract made by the Contractor with SBI.

## 52.0 ADDRESS FOR COMMUNICATION

All letters and Notices under or pursuant to these presents shall be hand delivered against acknowledgement or sent by Registered Post with Acknowledgement due at the respective addresses mentioned below. Any change in the addresses shall be duly intimated by the concerned Party to all others.

**I. Address of SBI**

The Assistant General Manager,
State Bank of India, Premises & Estate Department,
4th Floor, Local head office, Chennai 600 006

**2. Address of Architects**

M/s.Pithavadian and Partners,
10, Murugappa Road, Kotturpuram,
Chennai - 600 085

**3. Address for the Contractors**

M/s. ----------

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Signature of the tenderer

## SPECIAL CONDITIONS OF CONTRACT

### 1.0 SCOPE OF WORK

1.1 Supply, Installation testing and Commissioning of Package AC units along with all accessories and other associated works

1.2 Dismantling the existing AHU and part of the Chiller pipelines to facilitate the installation of the above units and handover to the Bank.

1.3 Preventive and breakdown maintenance of the above Units during the warranty period / DLP

1.4 Comprehensive Annual Maintenance Contract of the above AC units after the DLP.

The detailed scope of work is given in the BOQ.

### 2.0 ADDRESS OF SITE

State Bank of India, Local Head Office Building,
16 College Lane, Nungambakkam,
Chennai 600 006.

### 3.0 DIMENSIONS AND LEVELS

All dimensions and levels shown on the drawings shall be verified by the Contractor on the site and he will be held responsible for the accuracy and maintenance of all the dimensions and the levels. Figured dimensions are in all cases to be accepted and no dimension shall be scaled. Large scale details shall take precedence over small-scale drawings. In case of discrepancy the Contractor shall ask for clarification from the Architect/ Consultant before proceeding with the work.

### 4.0 NOTICE OF OPERATION & PROGRAMME SCHEDULE

The Contractor shall not carryout any important operation without the Consent in writing from the Architect/ Consultant. The successful Contractors have to furnish a detailed BAR CHART indicating their schedule programme for all the major activities within 7 days from the date of written order to commence the work. This BAR CHART will be referred for during the progress of the work to establish the periodical land marks of achievement of work. If necessary the revised BAR CHART based on the revised scope of work have to be submitted by the Contractor. The work shall be executed in conformity therewith and the Contractor prepare a detailed programme schedule indicating therein the date of start and completion of various activities on receipt of the work order and submit the same to SBI through the Architect/ Consultant.

### 5.0 SAFETY OF ADJACENT STRUCTURES AND TREES

The Contractor shall provide and erect to the approval of the Architect/ Consultant such supports as may be required to protect effectively all structures and protective guards to trees which may be endangered by the execution of the works or otherwise take such permanent measures as may be required by the Architect to protect the trees and structures.

### 6.0 TEMPORARY WORKS

Before any temporary works are commenced the Contractor shall submit at least 7 days in advance to the Architect / Consultant for approval complete drawings of all temporary works he may require for the execution of the works. The Contractor shall carry out the modifications relating to strength, if required by the Architect / Consultant may require in accordance with the conditions of Contract at his own cost. The Contractor shall be solely

responsible for the stability and safety of all temporary works and unfinished works and for the quality of the permanent works resulting from the arrangement eventually adopted for their execution.

**7.0 LIGHTING OF WORKS**

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

**8.0 SITE ORDER BOOK**

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

**9.0 TEMPORARY FENCING/ BARRICADING**

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

**10.0 SITE MEETINGS**

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

**11.0 DISPOSAL OF REFUSE**

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

**12.0 DISPLAYING THE NAME OF THE WORK**

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

**13.0 AS BUILT DRAWINGS**.

i. For the drawings issued to the Contractor by the Architect/ Consultant.

The Architect/ Consultant will issue two sets of drawings to the Contractor for the items for which some changes have been made. From the approved drawings as instructed

by the SBI/ Architect/ Consultant. The Contractor will make the changes made on these copies and return these copies to the Architect/Consultant for their approval. In case any revision is required or the corrections are not properly marked the Architect/ Consultant will point out the discrepancies to the Contractor. The Contractor will have to incorporate these corrections and / or attend to discrepancies either on the copies as directed by the Architect/ Consultant and resubmit to him for approval. The Architect/ Consultant will return one copy duly approved by him.

ii. For the drawings prepared by the Contractor.

The Contractor will modify the drawing prepared by him wherever the changes are made by SBI/ Architect/ Consultant. And submit two copies of such modified drawings to the Architect/ Consultant for approval. The Architect/ Consultant will return one copy of the approved drawing to the Contractor.

After completion of work the Contractor should prepare As built drawings of each trade such as Air-Conditioning work after modifying the actual drawings issued by the Architect where ever the changes made by SBI/Architect/ Consultant in the form of three sets of hard copy in colour and one softcopy.

**14.0 APPROVED MAKE**

The Contractor shall provide all materials from the list of approved makes at his own cost and also appoint the specialized Agency for any other item as specified in the Tender. The Architect / Consultant may approve any make/ Agency within the approved list as given in the Tender alter inspection of the sample/ mockup.

**15.0 PROCUREMENT OF MATERIALS**

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

**16.0 EXCISE DUTY, TAXES, LEVIES ETC;**

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

**17.0 ACCEPTANCE OF TENDER**

SBI shall have the right to reject any or all Tenders with out assigning any reason. They are not to bound to accept the lowest or any Tender and the Tenderer or Tenderers shall have no right to question the acts of SBI. However adequate transparency would be maintained by SBI.

**18.0** The prices shall be Firm for the duration of Contract plus all authorized extensions of time plus three months period after completion of work. All rates will be including all applicable taxes.

19.0 The Contractor is to quote for all sections of the Bills of Quantities.

**SAFETY GUIDELINES FOR THE CONTRACTOR:**

**The Contractor should strictly adhere to the following General safety Guidelines while executing the work:**

1. Smoking is strictly prohibited at workplace.

2. No one is allowed to work at or more than three meters height without wearing safety belt and anchoring the lanyard of safety belt to firm support preferably at shoulder level. Chinstrap of safety helmet shall be always on and safety boot is worn.

3. Usage of eye protection equipment shall be ensured when workmen are engaged for grinding, chipping, welding and gas-cutting. For other jobs eye protection has to be provided as per the need.

4. All safety appliances like Safety shoes, Safety gloves, Safety helmet, Safety belt, Safety goggles etc. shall be arranged before starting the job.

5. Excavated pits for earthing, cable laying shall be barricaded till the backfilling is done. Safe approach to be ensured into every excavation.

6. Preferably the work shall be carried out during the daytime. However, adequate illumination at workplace shall be ensured in case any work is carried out at night.

7. Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from the ground.

8. All the dangerous moving parts of the portable / fixed machinery being used shall be adequately guarded.

9. Ladders being used at site shall be adequately secured at bottom and top. Ladders shall not be used as work platforms.

10. Debris, scrap and other materials to be cleared from time to time from the workplace and at the time of closing of work everyday. Dismantled Material shall not be thrown from the height and shall be properly disposed off to prevent any injury to public/staff.

11. Other than electricians no one is allowed to carry out electrical connections, repairs on electrical equipment or other jobs related thereto.

12. All electrical connections shall be made using 3 or 5 core cables, having a earth wire.

13. Inserting of bare wires for tapping the power from electrical sockets is completely prohibited and plug tops of suitable capacity only shall be used.

14. All the unsafe conditions, unsafe acts identified by contractors, reported by SBI to be corrected on priority basis.

15. No children or physically challenged persons shall be allowed to enter the workplace and shall not be utilized for any service during execution of the work.

16. All the Gas cutting, sharp tools, flammable materials and tackles shall be stored properly and safely when not in use.

17. Clamps shall be used on Return cables to ensure proper earthling for welding works.

18. Return cables shall be used for earthling.

19. All the pressure gauges used in gas cutting apparatus shall be in good working condition and in case of any leakages, the same shall not be used.

20. Proper eye washing facilities shall be made in areas where chemicals are handled.

21. Connectors and hose clamps are used for making welding hose connections.



Signature of the tenderer

22. Tapping of power by cutting electric cables in between must be avoided.

23. Proper junction boxes must be used.

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

25. An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.

26. No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30 cm. (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used an extra mazdoor shall be engaged for holding ladder.

27. The excavated material shall not be placed within 1.5 meters of the edge of the trench or half of the depth of trench whichever is more. All trenches and excavations shall be provided with necessary fencing and lighting.

28. Every opening in the floor of a building or in a working platform is provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one metre.

29. No floor, roof or other part of the structure shall be so overloaded with debris or materials as to render it unsafe.

30. Workers employed on mixing and handling material such as asphalt, cement mortar or concrete and lime mortar shall be provided with protective footwear and rubber hand-gloves.

31. No paint containing lead or lead products shall be used except in the form of paste or readymade paint. Suitable masks should be supplied for use by the workers when paint is applied in the form of spray or surface having lead paint is dry scrubbed

32. Hoisting machines and tackle used in the works, including their attachments, anchorage and supports shall be in perfect condition.

33. The ropes used in hoisting or lowering material or as a means of suspension shall be of durable quality and adequate strength and free form defects

READ, UNDERSTOOD AND ACCEPTED



Signature of the tenderer

## TECHNICAL SPECIFICATIONS FOR THE HVAC SYSTEM

### 1.0.0 INTENT OF THE SPECIFICATION:

For the SBI LHO at Chennai are proposing to change the existing chilled water system to independent packaged unit, air cooled, for each floors. It is proposed to change under phase 1, units at Left or Right Wings of floors 5 to 8. (Total 4 wings in 4 floors).

The following specifications highlight the technical requirements

### 2.0.0 BASIS OF DESIGN:

**Air conditioning system design:**

| PARAMETER | DESIGN DATA |
|---|---|
| Outside design conditions (deg C) | 39.4 DB/ 27.8 WB. |
| Inside conditions to be maintained | 22 +/- 1 deg C DB<br>RH not exceeding 60%. |
| Area/Occupancy/Equipment load, etc | As furnished in the table below |
| Fresh air rate | 7 CFM per person or 2 air changes per hour, whichever is higher. |
| Plant operation | 9 AM to 7 PM. |
| Exposed roof | Insulated with 32mm thick nitrile rubber insulation |
| Power supply | 415 V, 50c/s, 3 phase 4 wire system. |

The replacement will cover the following areas:

| Sl No. | Area Description | Floor Area, sq.ft |
|---|---|---|
| 1. | Fifth Floor – Offices in 1 wing | 4100 |
| 2. | Sixth Floor – Offices in 1 wing | 4100 |
| 3. | Seventh Floor – Offices in 1 wing | 4100 |
| 4. | Eighth Floor – Offices in 2 wings | 4100 |
| | **TOTAL** | **16,400** |

It is proposed to provide 2 x 16.5 TR for each wing, totally 8 units.
Work involved include removal of existing air handling units, connected piping, ducting and cabling within the AHU rooms, storing them at a place nominated by the Client, installation of new packaged units, air cooled condenser, refrigeration piping, and provide complete new ducting connections to the plenum in the wing.

**DATA SHEET FOR PACKAGED UNITS:**

| Sl. | DESCRIPTION | TECHNICAL REQUIREMENTS |
|---|---|---|
| 1. | Packaged Unit:<br>Type:<br>No. of compressors<br>Type | Air cooled,<br>floor mounted type.<br>Two<br>Energy Efficient scroll type, inverter controlled |
| 2. | Accessories required | a) DX coil.<br>b) Drain pan.<br>c) Air Outlet dampers.<br>d) Flexible connections.<br>e) Starter panel with isolator, and power wiring/ double earthing to motor. |

| | | |
|---|---|---|
| | | f) Earthing with 6 SWG copper wire.<br>g) Fire Damper at SA duct outlet.<br>h) Fresh air cowl with screen and damper.<br>i) Masonry support 150 mm high<br>j) Vibration isolation pad. |
| 3. | Preferred makes | Voltas/ Blue Star/ Carrier or equivalent |

**II. DATA SHEET FOR THE PACKAGED UNITS STARTER PANEL:**

| Sl. | Description | Feeder details. |
|---|---|---|
| 1. | PANEL<br><br>Quantity required: 8 sets | - Incoming switch of 250 A rating.<br>- Two outgoing switches of 100 A each for each packaged unit.<br>- Starters for compressors and condenser fan motors within the packaged unit.<br>- Instrumentation panel with Volt Meter/ Ammeter/ selector switches/ phase indicating LEDs. |

## 3.00.0 GENERAL TECHNICAL REQUIREMENTS:

### 3.01.01 SCOPE OF WORK

The general scope of work to be carried out under this contract is illustrated in Drawings, Specifications and the schedule of quantities. Not withstanding any thing contained in this, the tenderer is to offer a proven and tested equipment to meet the requirements of this specification.

### 3.01.02 WORKS TO BE ARRANGED BY THE PURCHASER:

The owner will arrange to provide the following:

a. Incoming main power cable with earthing to all the PACs.

The contractor shall provide all allied works, including making openings in walls/floor for taking piping, ducting etc. The contractor shall also supply and fix any wooden frames required for fixing the grills, diffusers, fire damper, fresh air intake etc. All openings made for the above purposes shall be finished neatly with cement plastering etc.

### 3.01.03 BYE LAWS AND REGULATIONS

The installation shall be in conformity with the Bye Laws, Regulations and Standards of the local authorities concerned in so far as these become applicable to the installation.

If the Drawings or Specifications require something which violates the Bye Laws and Regulations, then the Bye Laws and Regulations shall govern the requirement of this installation.

### 3.01.04 WORKING PERMITS AND INSURANCE :

The Contractor shall obtain all work permits/ licenses required for the personnel employed at the work site and shall strictly adhere to all the rules & regulations of the purchaser. All statutory rules like PF, minimum wages etc., are to be followed strictly and registers as required by the law are to be maintained at site.

The contractor shall also fully cover the personnel employed and the materials used under comprehensive insurance, valid upto the duration of the contract plus 3 months.

### 3.01.05 DRAWINGS

The Contractor shall follow the tender drawings in preparation of his shop drawings and for subsequent installation work. He shall check the drawings of other agencies to verify spaces in which his work will be installed.
Maximum headroom and maintenance shall be maintained at all points. Where headroom appears inadequate, the contractor shall notify the purchaser before proceeding with the installation.
The Contractor shall examine all architectural, structural, plumbing, electrical and other services drawings before starting the work and report to the purchaser any discrepancies, coordinate installation of this work with other services and agencies.

**3.01.06 TECHNICAL DATA**

The tenderer must submit the technical data for all the items quoted quantity along with their tenders or as and when required. Failure to furnish technical data with tender, may result in rejection of tenders.

**3.01.07 SHOP DRAWINGS**

Within one week after the award of the contract, the contractor shall furnish, for the approval of the purchaser, two sets of detailed shop drawings of all equipment and materials including plant room layout, ducting, piping and control wiring layouts required to complete the project as per specification and as required by the purchaser. These drawings shall contain details of construction, size, arrangement, operating clearance, performance characteristics and capacity of all items of equipment, also the details of all related items of work by other contractors. Each item of equipment proposed shall be a standard catalog product of an established manufacturer as per specifications.

After final approval has been obtained from the purchaser, the contractor shall submit a further 3 sets of shop drawings. No material or equipment shall be supplied for installation at the site until the contractor has in his possession, the approved shop drawings for the particular material or equipment.

The shop drawings shall be submitted for approval sufficiently in advance of planned delivery and installation of any materials, to allow the purchaser ample time for scrutiny. No claims for extension of time shall be entertained because of any delay in the work due to his failure to produce shop drawings at the right time, in accordance with the approved program.

Approval of shop drawings shall not be considered as a guarantee of measurements or of building dimension. Where drawings are approved, said approval does not mean that drawings have been checked in detail nor does it in any way relieve the contractor of the responsibility or requirement to furnish material or perform work as required by the contract.

Where the work of the contractor has to be installed will interfere with work of other agencies, he shall assist in working out space conditions to make a satisfactory adjustment. If so directed by the purchaser, the contractor shall prepare composite working drawings and sections at a suitable scale clearly showing how his work is to be installed in relation to the work of other agencies. If the contractor installs his work before coordinating with other trades, he shall make all the necessary changes without extra cost to the purchaser.

**3.01.08 QUIET OPERATION AND VIBRATION ISOLATION**

All equipment shall operate under all conditions of load without any sound or vibration which is objectionable in the opinion of the purchaser. In case of rotating machinery sound or vibration noticeable outside the room in which it is installed, shall be considered objectionable. Such conditions shall be corrected by the contractor at his own expense. The maximum sound within 1M of the equipment shall not exceed 60 dB.

**3.01.09 ACCESSIBILITY**

The contractor shall verify the sufficiency of the size of the shafts and openings ,clearance in cavity walls and piping. His failure to communicate insufficiency of any of the above shall constitute his acceptance of sufficiency of the same. The contractor shall locate all equipment which must be serviced, operated or maintained in fully accessible positions. The exact location and size of all access panels, required for each concealed control damper, valve or other devices requiring attendance, shall be finalised and communicated in sufficient time, to be provided in the normal course of work, failing which the contractor shall make all the necessary repairs and changes at his own expenses.

**3.01.10 ELECTRICAL INSTALLATION**

It is to be clearly understood that the final responsibility for the sufficiency, adequacy and conformity to the contract requirements, of the electrical installation work for air conditioning services, lies solely with the contractor.

All statutory approvals for electrical installation under the scope of this tender like CEIG / CEA approvals etc., shall be obtained out by the contractor. The required fees shall be paid by the purchaser but all other incidental expenses in connection with the inspection/ approval etc., shall be borne by the contractor.

**3.01.11 MATERIALS AND EQUIPMENT**

All materials and equipment shall conform to the relevant Indian Standards and shall be of the approved make and design. General specifications for the various equipment / works are enclosed. Wherever these are not totally clarified, the construction shall be carried out as per the relevant IS specifications.

**3.01.12 MANUFACTURER'S INSTRUCTION**

Where manufacturers have furnished specific instructions, relating to the material and equipment used in this job, covering points not specifically mentioned in these documents, such instructions shall be followed in all cases.

**3.01.13 INSPECTION & TESTING**

The purchaser's authorized representative shall have full powers to inspect any portion of the work, examine the materials, workmanship and getting the materials / equipment tested at the contractor's works or at any other place from where equipment/ materials are procured. These examinations will not relieve the contractor any of his responsibility for meeting the requirements of the specifications and it will be the contractor's responsibility to rectify/ replace such works/ equipment not found in accordance at his cost.

All the testing and measuring instruments and labour required shall be provided by the contractor at his cost. The contractor shall also calibrate the instruments used for testing at reputed calibration centers.

**3.01.14 REJECTION OF DEFECTIVE PLANTS/EQIPMENT:**

If the completed works or equipment or any portion there of taken over is found to

be defective, or fail to fulfil any specification requirements, the contractor shall, on receipt of written notice, shall make good the defective works at his cost within a stipulated time frame. The purchaser shall have full powers to carry out such repair works at the risk and cost of the contractor, in case the contractor fail to carry out this within the stipulated time.

The purchaser shall have the right to operate the plant whether or not such equipment have been accepted.

**3.01.15 BALANCING, TESTING AND COMMISSIONING**

Balancing of all air systems and all tests as called for in the specifications shall be carried out by the contractor in accordance with the specifications and relevant local codes.

The results of these testing shall be submitted for scrutiny. 3 copies of the certified manufacturer's performance readings for each piece of equipment shall be submitted along with the test results.

The Contractor shall arrange, all necessary balancing and testing equipment, instruments, materials, accessories and the requisite labour. Any defects in materials and / or in workmanship detected in the course of testing shall be rectified by the contractor entirely at his own cost, to the satisfaction of the purchaser. The installation shall be tested again after removal of defects and shall be commissioned only after approval of the purchaser. All tests shall be carried out in the presence of purchaser's representative.

**3.01.16 COMPLETION DRAWINGS**

On completion of the work in all respects, the contractor shall supply 3 complete sets of drawings, on approved scale, indicating the work as installed. These drawings shall clearly indicate the complete plant room layouts, ducting and piping layouts, location of all concealed piping, valves, controls, dampers, wiring and other services. The contractor shall also submit 3 sets of consolidated control diagrams, technical literature of all equipment and materials. The contractor shall frame under glass in the AHU room, the respective duct layout drawings.

**3.01.17 GUARANTEE AND DEFECTS LIABILITY PERIOD**

The contractor shall guarantee that all equipment shall be free of any defects due to defective materials and bad workmanship and the equipment shall operate satisfactorily with the performance & efficiencies not less than the guaranteed values. The guarantee period shall be valid for a period of twelve (12) months after successful completion of the performance tests.

**3.01.18 TRAINING OF PERSONNEL;**

The Contractor shall provide adequate training to the Bank's engineer/ Plant Operator, for the operation and maintenance of the air conditioning plant. The training is to be given during installation and commissioning of the system.

## 4.0 TECHNICAL SPECIFICATIONS:

### 4.1 DUCTING:

The ducting shall be of galvanized sheet steel with zinc coating as per class 8.Thickness of the sheet shall be as under:

| | |
|---|---|
| Rectangular duct upto 750mm | 24 gauge |
| Rectangular duct 751 to 1250mm | 22 gauge |
| Rectangular duct 1251 to 2400mm | 20 gauge |
| Rectangular duct above 2401 mm | 18 gauge |

For OT and allied areas, one gauge higher Aluminium Ducting shall be provided.

**ERECTION REQUIREMENTS:**

a. All ducts shall be fabricated and installed in workman like manner, generally conforming to the relevant ISI codes.

b. Ducts shall be straight and smooth on the inside with neatly finished joints. Joints shall be made air-tight.

c. Changes in dimensions and shape of ducts shall be gradual. Curved elbows shall have a centre line radius equal to one and a half times the width of the duct. Air turns shall be installed with vanes, arranged to permit the air to make the turn without appreciable turbulence.

d. All ducts shall be rigid and shall be adequately supported and braced where required with standing seams, tees or angles, of ample size to keep the ducts true to shape and to prevent buckling, vibration and breaking. Ducts upto 610mm width shall have a minimum of 40x3mm angle support and ducts larger than this shall have 50x6mm angle support.

e. All branch takeoffs and collars shall be provided with turning vanes.

f. All necessary allowances and provisions shall be made by the contractor for beams, or other obstructions in the building, whether or not the same are shown on the drawings. Where necessary to avoid beams or other structural work, plumbing or other pipes and or conduits, the ducts shall be transformed, divided or curved to one side, the required area being maintained, all as per the site requirements.

g. If a duct cannot be run as shown on the drawings, the contractor shall install the duct between the required points in accordance with other services and as per approval of the Engineer.

h. All duct work shall be independently supported from building construction. All horizontal ducts shall be rigidly and securely supported, in an approved manner, with trapeze hangers formed of MS rods of 10mm at every 2.5 meter centres. All vertical duct work shall be supported by structural members at each floor level.

i. The ducts shall not be supported from false ceiling hangers or be permitted to rest on false ceiling.

j. All ducts shall be totally free from vibration under all conditions of operation. Whenever duct work is connected to fans, air handling units or blower coil units that may cause vibrations in the ducts, ducts shall be provided with flexible connections, located close to the unit. Unit connections shall be constructed of fire resistant flexible double canvas connection of minimum 150mm long securely bonded and bolted on both sides. Sleeve shall be made smooth and the connecting duct work rigidly held by independent supports on both ends. The flexible connection shall be suitable for pressures at the point of installation.

k. All plenums at the outlet of the unit shall be constructed of 18G GI sheet with suitable angle bracings, inspection doors etc.

l. All scaffolding required for erection/ testing of pipelines shall be arranged by the contractor at his cost.

**4.2 FIRE DAMPERS**

a. All supply air ducts at air handling unit room shall be provided with approved fire dampers of at least 1.5 hours fire rating.

b. Fire damper blades shall be one piece folded high strength galvanized steel construction. In normal position these blades shall be gathered and stacked at the frame head providing maximum air passage and preventing passing air currents from creating noise or chatter. The blades shall be held in position through a fusible link to close in case of fire. A potential free contact shall be provided in the fire panel of each floor by the fire alarm vendor. The AC contractor shall wire this to the AHU motor starter to trip the same in case of fire.

c. Each fire damper shall be tested after installation to ensure closing on actuation of the connected fire alarm system.

d. The fire damper frames shall be of 18 gauge GI and the blades of 22 gauge GI.

**VOLUME CONTROL DAMPERS:**

a. Frame shall be of high strength galvanized steel construction and shall be of min. thickness 1.2 mm.

b. Blades shall be of double skinned high quality extruded Al construction. Blades shall be coupled by toothed nylon gears or equivalent material which provides opposed blade operation.

c. Hand locking quadrant shall be provided with clear open/close indication and min. three intermediate open positions (1/4 – 1/2 - 3/4).

d. Foam gasket is sealed across the blade edges to minimize air leakage between the blades.

**4.3 INSULATION:**

**THERMAL INSULATION OF DUCT:**

The tail end duct shall be insulated with 9mm closed cell Nitrile Rubber inside ducting with premier adhesive layer on duct

**ACOUSTIC INSULATION OF DUCT:**

The first 3 M of the ducting from the unit outlet shall be acoustically insulated with 10mm thick open cell nitrile rubber with premier adhesive layer on duct with as per standard.

**4.4 SUPPLY, RETURN & EXHAUST DIFFUSERS**

a. The supply and return air diffusers shall be anodized aluminum construction, square or rectangular as per the drawings. Diffusers for different spaces shall be selected in consultation with the Purchaser.

b. Supply air diffusers shall be equipped with fixed air distribution grids, removable key operated volume control dampers of GI construction, and as required in specific applications.

c. Linear diffusers, if required as per the drawings, shall be anodized aluminum construction; one or two way blow linear diffusers. Supply air diffusers shall be provided with GI volume control balancing dampers within the supply air collar. Diffusers for different spaces shall be selected in consultation with the Purchaser, and provided as per requirements of Schedule of Quantities.

d. The supply air collar will be made to project at least 15mm outside the vertical face of the false ceiling, and is to be trimmed flush with the false ceiling face, before fixing the grill. If this is not done, the Purchaser reserves the right to reject the entire ducting system.

## 4.5 PACKAGED UNITS:

Packaged units shall be air cooled type, with hermetic compressor, evaporative coil with fan/ motor, drain section, filter section etc., integral controls, relays, safety cutouts, starters, refrigeration piping etc., all mounted within a modular cabinet.
The unit shall be provided with its own microprocessor control panel.
The air cooled condenser with the fan and motor shall be an integral unit mounted at outdoor and suitably treated for corrosion etc.,
Both indoor units and outdoor unit shall be factory assembled, tested and filled with first charge of refrigerant before delivering at site.

**OUTDOOR UNIT**

The outdoor unit shall be factory assembled, weather proof casing, constructed from heavy gauge mild steel panels and coated with baked enamel finish. The unit should be completely factory wired, tested with all necessary controls:

- The unit shall be provided with its own microprocessor control panel.
- The outdoor units should have anti-corrosion paint for the unit.
- The outdoor unit should be fitted with low noise, aero spiral design fans with grill for spiral discharge airflow to reduce pressure loss and should be fitted weather proof and energy efficient fan motors.
- The condensing unit shall be designed to operate safely when connected to multiple indoor units.

**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 suitable anti-corrosion resin film.
The unit shall be provided with necessary number of direct driven low noise level propeller type fans arranged for horizontal discharge. Each fan shall have a safety guard.

**REFRIGERANT CIRCUIT**

The refrigerant circuit shall include liquid & gas shut-off valves and a solenoid valves as required.
All necessary safety devices shall be provided to ensure the safety operation of the system.
Refrigerant shall be R410a or R 407 or equivalent eco friendly refrigerant

**SAFETY DEVICES**

All necessary safety devices shall be provided to ensure safe operation of the system. Minimum requirements shall be high-pressure switch, fuses/MCB, fan drive overload protector, fusible plug, over load relay etc.

- It should also be provided with duty cycling for multiple inverter compressor switching starting sequence for better stability and prolonging equipment life.

- The outdoor unit shall be modular in design and should be allowed for side-by-side installation.
- The outdoor units should have anti-corrosion paint free base plate for easy mounting of unit.
- The machine must have a sub cool feature to use coil surface more effectively thru proper circuit/bridge so that it prevents the flushing of refrigerant from long piping due to this effect thereby achieving energy savings.
- The condensing unit shall be designed to operate safely when connected to multiple fan coil units.

**REFRIGERANT PIPING:**

- All refrigerant piping system shall be seamless copper pipe 18 gauge up to 19.1 mm and hard drawn copper pipe of 1 mm wall thickness beyond 19.1 mm. All fittings shall be copper. The piping shall be carried out following good engineering practice, and shall be neatly and adequately supported at intervals not exceeding 2500 mm.
- The bends shall be preferably of long radius bends.
- The piping shall be complete with charging connections, suction line insulation, and all other items reasonably considered necessary.
- Before joining any piping, the internals shall be thoroughly cleaned, by passing a cloth by means of a cable or wire, through the entire length. The piping shall be continuously kept clean during erection. After the joints are constructed, the entire system shall be blown with dry nitrogen.
- The refrigerant piping shall be subjected to a pressure testing to a pressure of 21 Kg/ sqcm (Liquid Line) and to a pressure of 10 Kg/ sqcm (suction line). Pressure shall be maintained in the system for not less than 24 hours.
- After the pressure testing and before the gas charging, the system shall be evacuated to a pressure of 700 mm of Mercury and held for 4 hours.
- The piping quantities indicated in the Schedule are only approximate and for the purpose or proper evaluation of the tenders. It will be the responsibility of the tenderer to design the entire piping system, utilizing only those piping indicated under the Schedule.
- All piping supports shall be adequately designed and shall have anchor fasteners, vibration isolators etc.
- Drainpipes shall be with suitably sized PVC pipes.
- U traps, wherever required, shall be provided for the drainpipe.

## 4.6 AIR BALANCING

After the installation is completed and re-commissioned, the contractor shall carry out the air balancing at least on two occasions, one during summer months (April – June) and other during monsoon/winter (September – December). During air balancing, the contractor shall work out the air requirement for each section of the banking hall and cabins and show that this quantity of air is properly distributed. The temperatures of various sections including the cabin are also to be measured simultaneously and air quantity adjustments wherever required is to be done properly and shown to the consultant. The air balancing, depending upon the situation may even have to be carried out for more than two days on both occasions. The purchaser reserves the right to with-hold the security deposit till such time the air balancing is completed satisfactorily.

**Annexure I**

## DECLARATION CUM UNDERTAKING

*(printout to be taken in company's letterhead, signed, sealed, scanned and uploaded in the e-tender portal at https://etender.sbi.)*

The Assistant General Manager,
State Bank of India,
Premises & Estate Department,
4th Floor, Local head office, Chennai 600 006

Dear Sir/s,

**PROPOSED AIR-CONDITIONING (PACKAGE UNIT) WORKS AT SBI (5th to 8th FLOOR ONE WING) AT LHO CHENNAI**

I/We have examined the above tender, General and Special Conditions of Contract, Specifications, Schedule of Quantities, Makes of materials and subsequent pre-bid clarifications/ modifications / revisions, if any, furnished by M/s SBI and I/We have inspected the site of works and have made me / us fully acquainted with the local conditions in and around the sites of works and offer to undertake Contract as detailed in this tender by submitting my/our online bid in the Bank's e-tender portal.

While submitting this Bid,

1. I / We, the undersigned, hereby agree to execute, complete, and maintain the proposed work in strict accordance with the Contract documents as per approved plan, specification, terms & Conditions of the tender at the item rates quoted by us in the Tender, in the event of the Tender is being accepted.

2. I / We undertake to commence the work within the time mentioned in the tender and complete and deliver the total work within the time frame as stipulated in the tender**.** If the work is not completed with stipulated time, we are fully aware that the LD as per terms & conditions will be levied.

3. I / We are agreeable for a total Retention Money as stipulated to the total Contract value and the same will be deducted at each running bill. We also know that no interest shall be payable to the amount retained by the Bank as security Deposit.

4. We shall absolve the SBI and Architects from any loss, damage, action etc. Rate quoted by us shall be inclusive of all such expenses.

5. I / We shall furnish the detailed Bar Chart/ PERT chart after receiving the work order indicating our schedule programme for the all the major activities of entire works.

6. I / We shall strictly adhere to follow the labour laws in force from time to time by Central / state Government and other authority etc.

7. I / We do hereby solemnly declare that our Firm/ Company/ joint Venture/ Consortium is not under liquidation and the said entity is not under court receivership



Signature of the tenderer

of any similar proceedings under court of any competent jurisdiction at the time of bidding.

8. I/We accept all the terms and conditions of tender documents. We will abide by the technical specification mentioned in the tender. We hereby undertake to use only specified materials / make as per tender. In case of successful bidder, we undertake to submit the hard copies of the technical bid and price bid duly sealed and signed on all pages within 72 hours from the opening of price bid.

9. In the event of this Tender being accepted I/We undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form and we shall be jointly and severally responsible for the due performance of the contract. in default thereof, I/We do hereby bind my-self/ourselves to forfeit the aforesaid initial security deposit. Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

10. I/We agree not to employ Sub-contractors other than those that may be specifically approved by you/ your Architects for this contract work. If it brought to knowledge of such activities, bank shall apply appointment clause to remove to contractor from panel.

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

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

13. I/We further confirm that the undersigned is authorized to sign on behalf of the Bidder and the necessary support document delegating this authority is uploaded along with the bid.

14. I/We certify that we have not made any changes in the contents of the tender document read with its amendments/clarifications provided by M/s SBI, submitted by us, in our Bid document.

15. I/We confirm that the rate quoted in the *price Bids are as per the tender* and subsequent pre-Bid clarifications/ modifications/ revisions furnished by the Bank, without any exception.



Signature of the tenderer

16. It is further certified that the contents of our Bid are factually correct. We also accept that in the event of any information / data / particulars proving to be incorrect, M/s SBI will have the right to disqualify us from the Bid.

17. I/We understand that you are not bound to accept the lowest or any Bid you may receive and you may reject all or any Bid without assigning any reason or giving any explanation whatsoever.

18. I/We hereby undertake that our name does not appear in any "**Caution**" list of RBI / IBA or any other regulatory body.

19. I/We also confirm that we have not been **blacklisted** by any Bank / PSU / State or Central Govt departments for any reasons.

20. I/We confirm that we do not have any **litigation / cases** pending against us in any Bank / PSU / State or Central Govt departments.

21. I/We confirm that we are responsible to obtain all necessary licenses, permission, NOC from all the statutory /local authorities for the smooth execution of this contract in SBI premises.

22. I/We hereby confirm that all the components/spare parts/equipment etc. to be supplied /used as a part of this contract shall be original new components / parts / equipment only, from respective OEMs of the products and that no refurbished / duplicate / second hand components /parts/ equipment shall be supplied or shall be used

23. I/We confirm that it is my/ our responsibility to obtain the written instruction of the Engineer-in-charge or the Consultant for any type of deviation (to any of above or subsequent instructions), failing which it shall be deemed that I have carried out any such deviations at my own and I shall be duty bound to replace the all deviated material/ works from the site at my/ our cost as well as I shall be liable to penalized by SBI as deemed fit and for all such loses made thereof, I/ we shall not have any right to arbitrate in any manner.

| | |
|---|---|
| Yours Faithfully, | **Signature of Witness:** |
| **Contractor's Signature**_____ | **1.** |
| Name: _____ | 2. |
| Address: _____ | 3. |



Signature of the tenderer

**ANNEXURE II**

**DETAILS OF THE EQUIPMENT / MATERIALS TO BE SUPPLIED BY THE CONTRACTOR**

**(Printout** to be taken in company's letterhead, make of materials and other details required shall be filled up, signed, sealed, scanned and uploaded alongwith the Declaration cum undertaking)

| S.No | Description | Client's Requirement / Preferred makes | Contractor's compliance** |
|---|---|---|---|
| 1 | Make of Package Ac | Bluestar, Voltas, ETA, Career or equivalent | |
| 2 | Capacity of each package AC | 16.5TR | |
| 3 | Model number | | |
| 4 | Make of Invertor compressor | Danfoss, Copeland, SIAM or equivalent | |
| 5 | Compressor type | **HERMETIC SCROLL INVERTER** | |
| 6 | Refrigerant | **R410A or R407 or R32 or eco friendly** | |
| 7 | COMPREHENSIVE PRODUCT WARRANTY | | |
| 8 | Hard drawn Copper Pipe | Total line, mandev, Rajco or equivalent | |
| 9 | Cables (power) | Finolex/ Polycab / RR-Kabel, Orbit or equivalent | |
| 10 | Cables (control) | Finolex/ Polycab / RR-Kabel, Orbit or equivalent | |
| 11 | Drain Pipe | Finolex, Prince, Truebore or equivalent | |
| 12 | Thermal Insulation | Aeroflex, K-flex, Armaflex or equivalent | |
| 13 | Acoustic Insulation | Aeroflex, K-flex, Armaflex or equivalent | |
| 14 | GI sheet | JSW, Tata or equivalent | |

**** Contractor to fill the make of materials he intends to supply for this work from the preferred makes or its equivalent and other details as required.**



Signature of the tenderer

**ANNEXURE III**

## AGREEMENT TO BE SIGNED BETWEEN BANK AND CONTRACTOR

**(This format is given for the information to the Bidders)The successful bidder will be advised to submit the agreement**

ARTICLES of AGREEMENT made this ____ day of _____ year 2022 between _____ (Hereinafter referred to as the"Employer/Bank" which expression shall, unless excluded by or repugnant to the context, includes its successors and assigns) of the ONE PART and_____of_____ (Hereinafter referred to as "Contractor" unless excluded by or repugnant to the context, includes its successors and assigns) of the OTHER PART.

WHEREAS the Employer intends to carry out _____and shall herein after referred to as "Project".

AND WHEREAS for the purpose of the above said project, the Employer invited ONLINE E-tenders from experienced, resourceful and bonafide contractors through M/s E-Procurement Technologies Ltd, Ahmedabad vide its Notice Inviting Tender (No._____ dated._____).

WHEREAS the contractor submitted his Online Tender containing Notice Inviting Tender, General Conditions of Contract, Special conditions, Bill of Quantities, Form of Agreement, Preferred makes of materials, Form of Submission of tender, Technical Specifications etc. for the above said project, (Hereinafter collectively referred to as the "said conditions"), digitally signed as a token of his acceptance of the same, along with requisite Cost of tender and Earnest Money Deposit.

AND WHEREAS out of the Tenders received, the Tender of the contractor was found to be most suitable for the project.

AND WHEREAS the Employer through M/s SBI has accordingly issued the work order (No._____dated._____) to the contractor subject to his furnishing the requisite Security Deposit.

AND WHEREAS the Contractor has accepted the aforesaid Work Order vide his letter of acceptance No._____ dated_____ and has also deposited with the Employer a sum of Rs._____ which with the Earnest Money of Rs._____forms the requisite Security Deposit @2 % of the accepted Tender Value of Rs._____.

AND WHEREAS the Contractor has agreed to execute upon and subject to the conditions set forth in Schedule III hereto attached (hereinafter referred to as "the Said Conditions") the work shown upon the said drawings and described in the said specification and included in the said bill of quantities for the sum of Rs.---------- (Rupees----------).

NOW IT IS HEREBY AGREED AS FOLLOWS:



Signature of the tenderer

In consideration of the sum of Rs.----------(Rupees ----------only) to be paid at the times and in the manner set forth in the said conditions, the Contractor will upon and subject to the said conditions execute and complete the works shown upon the said drawings and described in the said specification and bill of quantities.

SBI will pay to the Contractor the said sum of Rs.----------(Rupees ---------- ---------- only) or such other sum as shall become payable hereunder at the times and in the manner specified in the said conditions.

The term “The Architects” in the said conditions shall mean M/s.Pithavadian and Partners, 10, Murugappa Road, Kotturpuram, Chennai - 600 085 or in the event of their ceasing to be Architects for the purposes of this Contract, such other person as shall be nominated for that purpose by SBI, not being a person to whom the Contractor shall object for reasons considered to be sufficient by SBI mentioned in the said conditions. The consultant so appointed subsequently shall be entitled to disregard or overrule any previous decision or approval or direction given or expressed by the Architects for the time being.

The said conditions, specifications and priced bill of quantities shall be read and construed as forming part of this agreement, and the parties hereto will respectively abide by and submit themselves to the conditions and stipulations and perform the Agreement on their parts respectively in such conditions, specifications and priced bill of quantities contained.

This contract is neither a Fixed Lump Sum Contract nor a Piece Work Contract, but is a contract to carry out work in respect of the entire work to be paid for according to actual measured quantities at the rates contained in the schedule of rates and probable quantities or as provided in the said conditions.

SBI on his own through the consultants / Architects, reserves to himself the right of altering the drawings and nature of work or adding or omitting any items of work or having portions of the same carried out without prejudice to this contract.

The contractors represent that they have experienced and competent staff which will enable them to ensure proper quality check on materials, whether brought by the contractors or supplied by SBI to the contractors, further the contractors will carry out proper test as required by the specifications and will supervise the day-to-day working and execution of the contract works.

(a) If the Contractors have any doubt about the quality of any materials or any difficulty in supervision of the day-to-day work, it shall be the duty of the contractors to report the matter in writing forthwith to the Consultants and, for the time being, to suspend that portion of the work about which difficulty is experienced The Contractors will abide by the direction of the consultants.

(b) The Contractors are aware though the consultants will supervise the work day to day this will not absolve the contractors to perform their obligations under Sub-Clause (a)above.

(c) The Contractors covenant and warrant that completed items of work as well as the entire work on completion will be in conformity with the specifications and the terms and conditions of this contract and will be of quality and description as contained incontract.

d) Time shall be considered as the essence of this Agreement and the Contractors hereby agree to commence the work from the date of issuing work order or date of handing over the site whichever is earlier on 2 months as provided for in the said conditions and complete the entire work as per the said conditions, subject, nevertheless, to the provisions of extension of time as contained in the said conditions.

This agreement and Contract shall be deemed to have been made in Chennai and any questions or dispute arising out or in any way connected with this Agreement and Contract shall be deemed to have arisen, in Chennai and only the court in Chennai have jurisdiction to determine the same.

The selected tenderer shall comply with all Rules regulations of statutory authorities and its Fire Department while carrying out the work of the internal additions/alterations in the Bank's Premises, as per the plan prepared by Architects. In case any rules are deviated then such work shall be dismantled and reinstate the same at contractors cost to the satisfaction of the Architect / Bank.

The Contractor shall promptly notify SBI of any change in their constitution. It shall be open for SBI to terminate the agreement on the death, retirement, insanity or insolvency of any person/s, being director/s or partner/s in the said company / firm or on the addition or introduction of a new partner without the previous approval in writing of SBI. But in absence of and until its termination by SBI as aforesaid, this agreement shall continue to be of full force and effect notwithstanding any changes in the constitution of the firm by death, retirement, insanity or insolvency of any of its partners or the firm by death, retirement, insanity or insolvency of any of its partners or the addition or introduction of any new partners. In case of retirement / death, the surviving or remaining partners of the firm shall be jointly and severally liable for the due and satisfactory performance of the terms and conditions of the agreement.

Contractors have to make all the arrangements for getting required permission/passes for the Labour connected with the project, prior to commencement of the work from the Bank's Authority."

All the debris lying at site shall be properly stocked and disposed off from time to time out of the municipal limit as per statutory rules in force. Tarpaulin with scaffolding shall be erected while carrying out the Work to avoid nuisance to working staff, spoiling of Bank's Property and any other tenderers materials etc. wherever so required.

## SCHEDULE

1. Articles of Agreement
2. Notice Inviting Tender
3. Instructions to Tenderers
4. Letter from Architects ----------
5. Letter from Contractor ----------
6. Letter Ref:----------
7. General Conditions of Contract
8. Special Conditions of Contract
9. Safety code



Signature of the tenderer

10. Technical Specifications
11. Respective drawings
12. Schedule of quantities.
13. Approved Programme PERT / BAR Charts – Separate.

As witness our hand the day and year first above written.

Signed by the Said SBI:

……..

In the Presence of Witnesses:

| | | | |
|---|---|---|---|
| Name: | …… | Name: | …… |
| Occupation: | …… | Occupation: | …… |
| Address: | …… | Address: | …… |
| | …… | | …… |

Signed by the Said Contractor (s):

……..

In the Presence of Witnesses:

| | | | |
|---|---|---|---|
| Name: | …… | Name: | …… |
| Occupation: | …… | Occupation: | …… |
| Address: | …… | Address: | …… |
| | …… | | …… |